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, March 24, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Rev. Peter von Herrmann of Epworth United Methodist Church

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Devyn Keith

3. APPROVAL OF THE AGENDA

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

a. **2022-0273** Minutes of Regular Meeting of the City Council held March 10, 2022. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Resolutions for Approval and Presentation

Resolutions for Approval Only

Special Recognitions

a. **2022-0236** Honorary Resolution celebrating the landmark birthday of 104 years for Huntsville resident, Sue Campbell.

Sponsors: Kling

Attachments: Sue Campbell Honorary Resolution

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2022-0237** Presentation by the Huntsville/Madison County Convention and Visitors Bureau.

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2022-0094** 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 consideration of Ordinance No. 22-75 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)
Ordinance No. 22-75

Sponsors: Planning

Attachments: Tate Zoning
Tate Zoning Map

b. **2022-0095** 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 consideration of Ordinance No. 22-77 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)
Ordinance No. 22-77

Sponsors: Planning

Attachments: Cap Adkins 2 Zoning
Cap Adkins 2 Zoning Map

c. **2022-0096** 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 consideration of Ordinance No. 22-79 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)
Ordinance No. 22-79

Sponsors: Planning

Attachments: Ramos Zoning (CC Packet)
Ramos Zoning Map

d. **2022-0238** Public hearing on the vacation of a right-a-way along Cecil Ashburn Drive. (Set February 24, 2022, Regular Council Meeting)

Sponsors: Planning

Attachments: Set PH-Cecil Ashburn.pdf
CecilAshburn.ROW.after PH.pdf
CecilAshburn.ROW.Ord.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2022-0239** Resolution to set a public hearing for PAK Holding, LLC d/b/a/ Huntsville Brews Cruise for the operation of one special shuttle. (Set for April 14, 2022, Regular Council Meeting)
Resolution No.

Sponsors: Parking/Public Transit

Attachments: Huntsville Brews Cruise 220324

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Frances Akridge

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2022-0240** Resolution authorizing expenditures for payment.
Resolution No. 22-189

Sponsors: Finance

Attachments: Expenditures - Complete

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2022-0184** Resolution appointing Amanda Burns to the Community Development Citizens Advisory Council, Place 1, to the seat previously held by Richard Mulholland for a three (3) year term to expire April 14, 2025. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-190

Sponsors: Meredith

Attachments: A.Burns Appointment Community Development

b. **2022-0185** Resolution reappointing Keith Klaus, to the Community Development Citizens Advisory Council, Place 2 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-191

Sponsors: Kling

Attachments: K. Klaus Reappointment Community Development

c. **2022-0186** Resolution reappointing Billy Lenox, to the Community Development Citizens Advisory Council, Place 3 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-192

Sponsors: Kling

Attachments: Cover Memo
B. Lenox Reappointment Community Development - Copy

d. **2022-0187** Resolution reappointing Harold Kemp, to the Community Development Citizens Advisory Council, Place 4 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-193

Sponsors: Kling

Attachments: H. Kemp Reappointment Community Development

e. **2022-0188** Resolution reappointing Joanne Wherley to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2024. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-194

Sponsors: Kling

Attachments: J. Wherley Reappointment Bingo Committee

f. 2022-0189 Resolution reappointing Fred Rodrigue to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2024. (Nominated March 10, 2022, Regular Council Meeting)
Resolution No. 22-195

Sponsors: Keith

Attachments: F. Rodrigue Reappointment Bingo Committee

16. BOARD APPOINTMENT NOMINATIONS

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

a. 2022-0241 Resolution No. 22-111, consenting to the vacation of a right-a-way along Cecil Ashburn Drive. (Introduced February 24, 2022, Regular Council Meeting)
Resolution No. 22-111

Sponsors: Planning

Attachments: CecilAshburn.ROW.after PH.pdf

b. 2022-0242 Ordinance No. 22-112, vacating of a right-a-way along Cecil Ashburn Drive. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-112

Sponsors: Planning

Attachments: CecilAshburn.ROW.Ord.pdf

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. 2022-0235 Ordinance No. 22-187 amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas. (Introduced March 10, 2022, Regular Council Meeting)
Ordinance No. 22-187 DELETED

Sponsors: Engineering

Attachments: Ordinance Environmental Management

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. 2022-0243 Resolution authorizing travel expenses.
Resolution No. 22-196

Sponsors: Finance

Attachments: Travel Resolution CS
Travel Resolution 03242022

b. 2022-0244 Resolution authorizing the acceptance of donations.
Resolution No. 22-197

Sponsors: Finance

Attachments: Donations CS
Donations

c. 2022-0245 Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.
Ordinance No. 22-198

Sponsors: Finance

Attachments: Budget Amendment

d. 2022-0246 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering, Company, Inc., for Engineering Services for The Village at Max Luther Development, Project No. 71-22-SP24.
Resolution No. 22-199

Sponsors: Engineering

Attachments: Schoel.VillageMaxLuther.Complete.pdf

e. 2022-0247 Resolution authorizing the Mayor to enter into an Amended and Restated Agreement between the City of Huntsville and RSM Design for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04.
Resolution No. 22-200

Sponsors: Urban Development

Attachments: RSM Design.Amended Restated.complete.PDF

f. 2022-0248 Resolution authorizing the Mayor to execute Final Change Order No. 1 to the agreement between the City of Huntsville and Wiregrass Construction Company, Inc., for Resurfacing of Residential Streets-2020, Phase II, Project No. 71-20-RR02.
Resolution No. 22-201

Sponsors: Public Works

Attachments: Wiregrass Change Order No. 1 for Resurfacing of Residential Streets-2020, Phase II complete

g. 2022-0249 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C., for Land Surveying and Engineering Design Services for Chimney Creek Pump Station Bypass Sanitary Sewer Extension, Project No. 71-20-SM01.
Resolution No. 22-202

Sponsors: Engineering

Attachments: Garver Chimney Creek PS Complete.pdf

h. 2022-0250 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-22-SP23.
Resolution No. 22-203

Sponsors: Water Pollution

Attachments: 2022 Land Surveying for SS Manhole Mapping Contract Final

i. 2022-0251 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and EMW Construction, Inc. for the Cavalry Hills Envision Center.
Resolution No. 22-204

Sponsors: General Services

Attachments: CompleteEMW- Cavalry Hill
TITLE39-03-24-2022 CavlaryHIll-EMW

j. 2022-0252 Resolution authorizing the Mayor to enter into a Facilities Solutions Agreement between the City of Huntsville and Cintas Corporation for Uniform and Work Wear Rental and Laundry Service.
Resolution No. 22-205

Sponsors: Water Pollution

Attachments: 2022 US Communities Facilities Solutions Agreeement

k. 2022-0253 Resolution authorizing City Attorney to settle claim of Joshua A. Patrick.
Resolution No. 22-206

Sponsors: Legal

Attachments: Joshua Patrick resolution

l. 2022-0254 Resolution authorizing City Attorney to settle claim of Anthony Kramer.
Resolution No. 22-207

Sponsors: Legal

Attachments: Anthony Kramer Resolution

m. **2022-0255** Resolution authorizing City Attorney to settle claim of Christopher Boster.
Resolution No. 22-208

Sponsors: Legal

Attachments: Christopher Boster Resolution

n. **2022-0256** Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 500073652 for Crown Creek Subdivision.
Resolution No. 22-209

Sponsors: Legal

Attachments: Crown Creek LOC.pdf

o. **2022-0257** Resolution authorizing the Mayor to enter into a Pricing Supplement between the City of Huntsville and TransUnion Risk and Alternative Data Solutions, Inc.
Resolution No. 22-210

Sponsors: Police

Attachments: Pricing Supp Trans Union Risk Alt Data Solution

p. **2022-0258** Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and GAN Corporation.
Resolution No. 22-211

Sponsors: Urban Development

Attachments: GAN Corp Dev Agr Complete.pdf

q. **2022-0259** Resolution authorizing the City of Huntsville to enter into an agreement with The Ferguson Group for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) Project.
Resolution No. 22-212

Sponsors: Urban Development

Attachments: TFG PARC Grant Agreement Complete.pdf

r. **2022-0260** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and John C. Calhoun State Community College for the Facilitation of EMT Program Training.
Resolution No. 22-213

Sponsors: Fire and Rescue

Attachments: Calhoun EMT Resolution
Calhoun EMT Contract 2022

s. **2022-0261** Resolution authorizing the Mayor to execute an agreement with Mobile Communications America on behalf of Emergency Management for siren activation software maintenance and service.
Resolution No. 22-214

Sponsors: EMA

Attachments: MCA Resolution.pdf
MCA Agreement.pdf

t. **2022-0262** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Alabama Wildlife Federation, Inc.
Resolution No. 22-215

Sponsors: Parks & Recreation

Attachments: AlabamaWildlifeFederation.Complete.pdf

u. **2022-0263** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Keel Point, LLC.
Resolution No. 22-216

Sponsors: Parks & Recreation

Attachments: Presentation - Keel Point LLC

v. **2022-0264** Ordinance amending Budget Ordinance No. 21-867, by changing the authorized personnel strength in the department and fund.
Ordinance No. 22-217

Sponsors: Human Resources

Attachments: Budget Ord No. 21-867- Authorized Strength 3-24-22

w. **2022-0265** Resolution authorizing an additional appropriation to the North Huntsville Business Association (NHBA) for the purposes of achieving the designation of a Main Street Alabama Community.
Resolution No. 22-218

Sponsors: Keith

Attachments: NHBA Complete

x. **2022-0266** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronnie Dodson.
Resolution No.

Sponsors: Fire and Rescue

Attachments: Ronnie Dodson Complete

y. 2022-0267 Resolution authorizing the Mayor to enter into a Special Employee Agreement Between the City of Huntsville and Daniel Shea.
Resolution No. 22-220

Sponsors: Natural Resources

Attachments: Daniel Shea Signed Special Employee Agreement

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2022-0268 Introduction of an Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000.
Ordinance No. 22-221

Sponsors: Finance

Attachments: Small Purchase Ordinance Amendment-CS
Small Purchase Ordinance Amendment

b. 2022-0269 Introduction of an Ordinance amending the prices for lots in Cummings Research Park.
Ordinance No. 22-222

Sponsors: Urban Development

Attachments: CRP New Lot Prices Complete.pdf

c. 2022-0270 Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.
Ordinance No. 22-223

Sponsors: Fleet Department

Attachments: Fowler Auction 05012022.pdf

d. 2022-0271 Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same.
Ordinance No. 22-224

Sponsors: Legal

Attachments: Broadway Surplus Property Ordinance Complete.pdf

e. **2022-0272** Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same.
Ordinance No. 22-225

Sponsors: Legal

Attachments: Glenn Cope Homes Surplus Property Ord Complete.pdf

f. **2022-0274** Introduction of an Ordinance amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas.
Ordinance No. 22-226

Sponsors: Engineering

Attachments: Ord. Maintenance Areas (New).pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0273

Department: Clerk-Treasurer

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

Minutes of Regular Meeting of the City Council held March 10, 2022. (Minutes Received)

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0236

Department: City Council

Subject: **Type of Action:** Presentation

Honorary Resolution celebrating the landmark birthday of 104 years for Huntsville resident, Sue Campbell.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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:
Honorary Resolution only - will be presented but not adopted by Council.

HONORARY RESOLUTION

WHEREAS, the City Council and the Mayor of the City of Huntsville, Alabama, are amazed to learn that one of our very own Huntsville residents, Mrs. Sue Campbell, has reached the age of 104 years young; and

WHEREAS, Sue was born in the Bell Factory / New Market area of East Madison County on February 18, 1918 and has continued to reside in Madison County her entire life, apart from the four years her husband, Robert Campbell, served in the military; and

WHEREAS, after Robert's time in the service, he and Sue ran a rolling store, operating on the dusty roads of Madison County, meeting the needs of many citizens unable to drive themselves to the supermarket. Eventually, Sue and her husband opened the C&M Cash Store on the corner of Dement St. and O'Shaughnessy Ave., in the Five Points area of Huntsville, where Sue worked until 1983; and

WHEREAS, Sue is a woman of faith and the last remaining charter member of Southside Baptist Church (now Rivertree Church). She presently worships at Westlawn Baptist Church; and

WHEREAS, for seventy-one years, Sue resided on Surrey Rd. in the Whitesburg Dr. - Drake Ave. area of Huntsville, until she encountered an unfortunate fall just four days after her hundredth birthday; and

WHEREAS, her house was home to four children, seven grandchildren, thirteen great-grandchildren, and five great-great grandchildren; and

WHEREAS, despite battling COVID and other health issues, Sue continues to live her life to the fullest, is always on the go, and is quick to share, "I'm so blessed" to anyone willing to listen. Her love of people is an inspiration to her entire family.

NOW, THEREFORE, LET IT BE RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama honor Mrs. Sue Campbell for her citizenship in the Huntsville community for an astounding hundred and four years.

PRESENTED on this the 24^{h} day of March, 2022.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0237

Department: Administration

Subject: **Type of Action:** Presentation

Presentation by the Huntsville/Madison County Convention and Visitors Bureau..

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:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0094

Department: Planning

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

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 consideration of Ordinance No. 22-75 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)

Ordinance No. 22-75

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

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 27h 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.

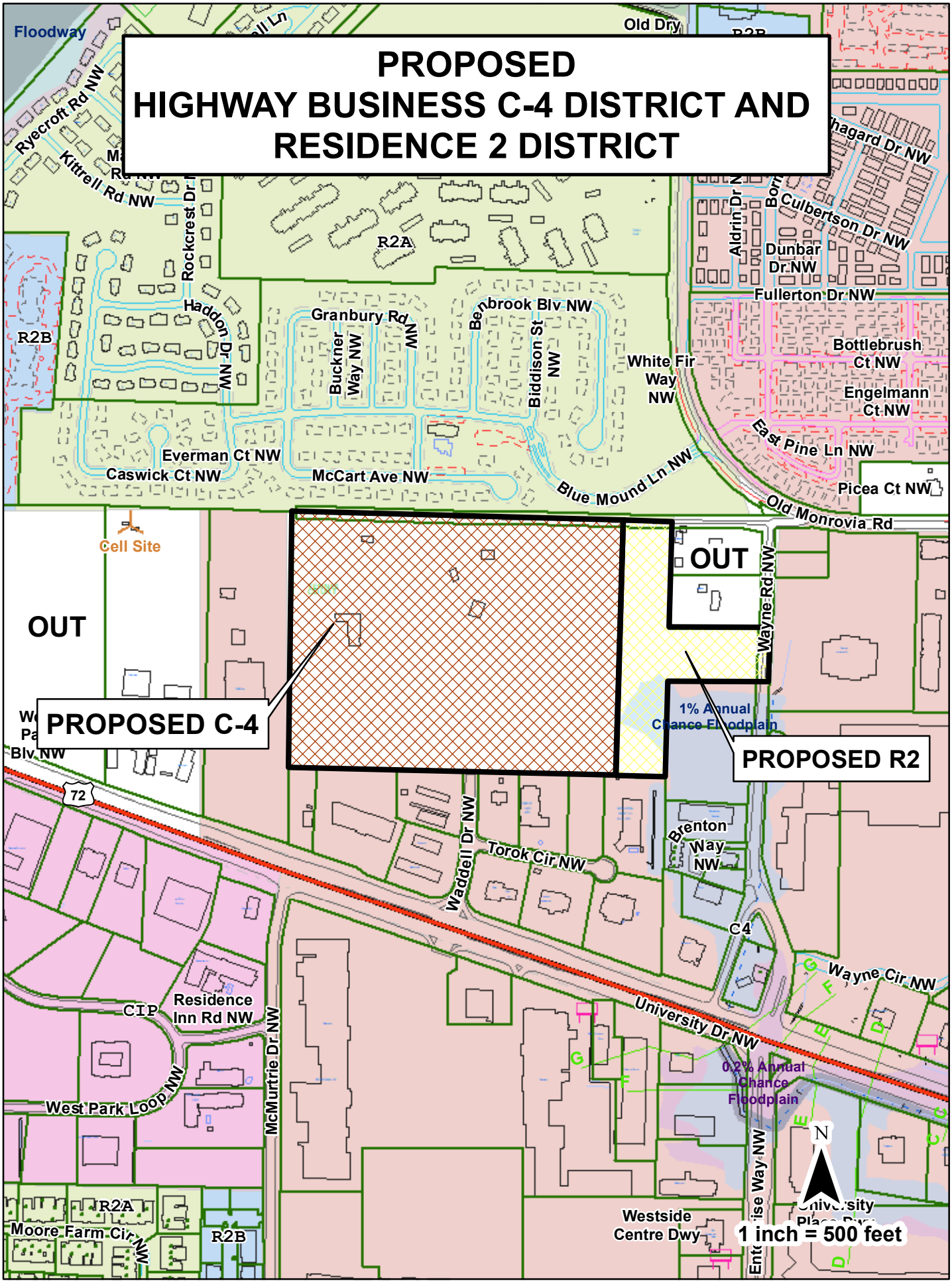
_____
Mayor of the City of Huntsville, Alabama

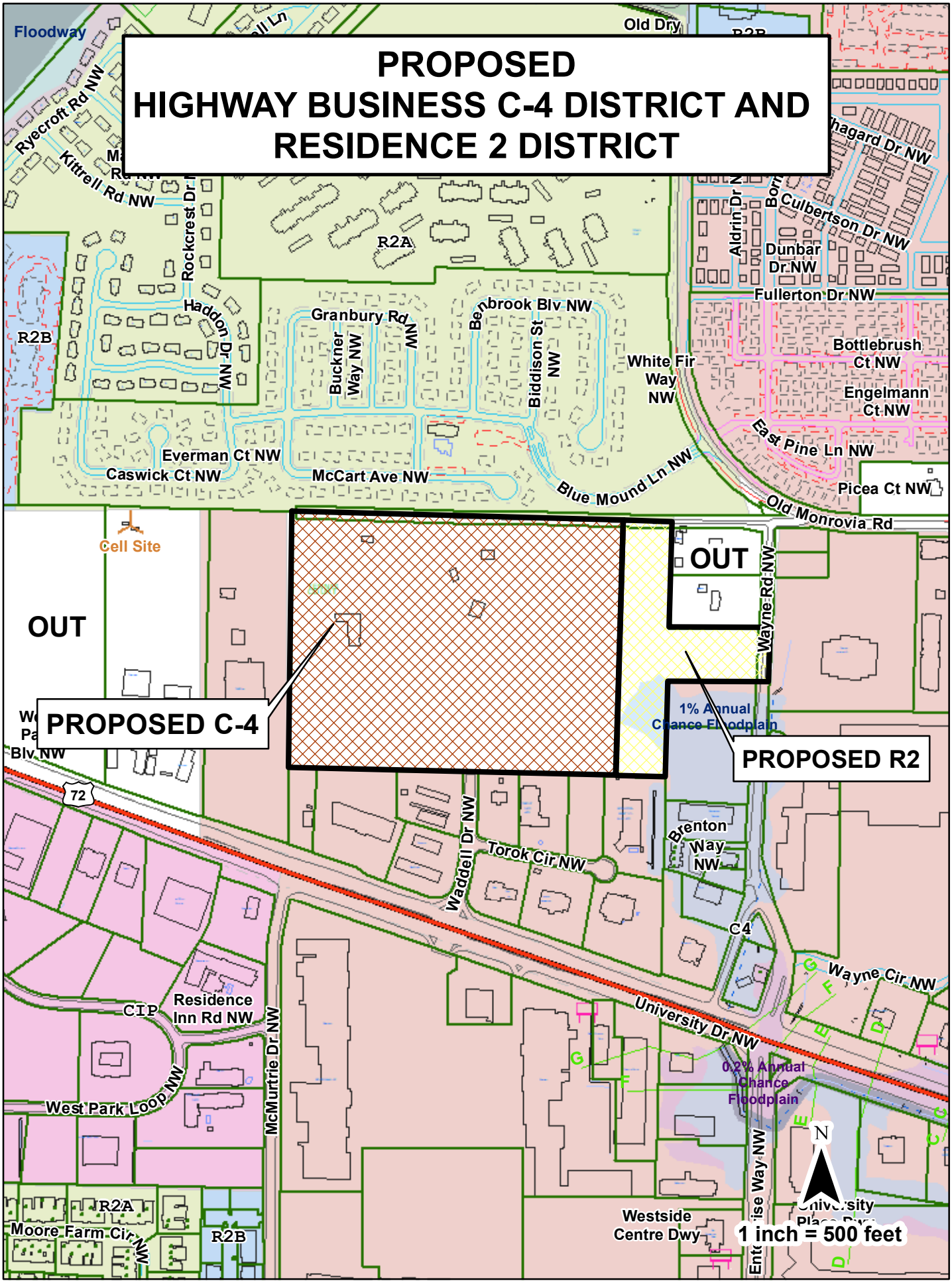
ADOPTED this the _____ day of _____, 2022.

_____
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
Floodway
Old Dry
Ryecroft Rd NW
Kittrell Rd NW
Rockcrest Dr
R2A
R2B
Haddon Dr NW
Granbury Rd NW
Buckner Way NW
Benbrook Blv NW
Biddison St NW
Aldrin Dr
Culbertson Dr NW
Dunbar Dr NW
Fullerton Dr NW
White Fir Way NW
Bottlebrush Ct NW
Engelmann Ct NW
East Pine Ln NW
Picea Ct NW
Old Monrovia Rd
Everman Ct NW
Caswick Ct NW
McCart Ave NW
Blue Mound Ln NW
Cell Site
OUT
OUT
Wayne Rd NW
PROPOSED C-4
PROPOSED R2
1% Annual Chance Floodplain
Blv NW
72
Waddell Dr NW
Torok Cir NW
Brenton Way NW
C4
Wayne Cir NW
University Dr NW
CIP
Residence Inn Rd NW
McMurtrie Dr NW
West Park Loop NW
0.2% Annual Chance Floodplain
R2A
Moore Farm Cir NW
R2B
Westside Centre Dwy
N
1 inch = 500 feet


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT AND
RESIDENCE 2 DISTRICT
Floodway
Old Dry
Ryecroft Rd NW
Kittrell Rd NW
Rockcrest Dr
R2A
R2B
Haddon Dr NW
Granbury Rd NW
Buckner Way NW
Benbrook Blv NW
Biddison St NW
Aldrin Dr
Culbertson Dr NW
Dunbar Dr NW
Fullerton Dr NW
White Fir Way NW
Bottlebrush Ct NW
Engelmann Ct NW
East Pine Ln NW
Picea Ct NW
Old Monrovia Rd
Everman Ct NW
Caswick Ct NW
McCart Ave NW
Blue Mound Ln NW
Cell Site
OUT
OUT
Wayne Rd NW
PROPOSED C-4
PROPOSED R2
1% Annual Chance Floodplain
Blv NW
72
Waddell Dr NW
Torok Cir NW
Brenton Way NW
C4
Wayne Cir NW
University Dr NW
CIP
Residence Inn Rd NW
McMurtrie Dr NW
West Park Loop NW
0.2% Annual Chance Floodplain
R2A
Moore Farm Cir NW
R2B
Westside Centre Dwy
N
1 inch = 500 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0095

Department: Planning

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

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 consideration of Ordinance No. 22-77 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)

Ordinance No. 22-77

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

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 27h 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.

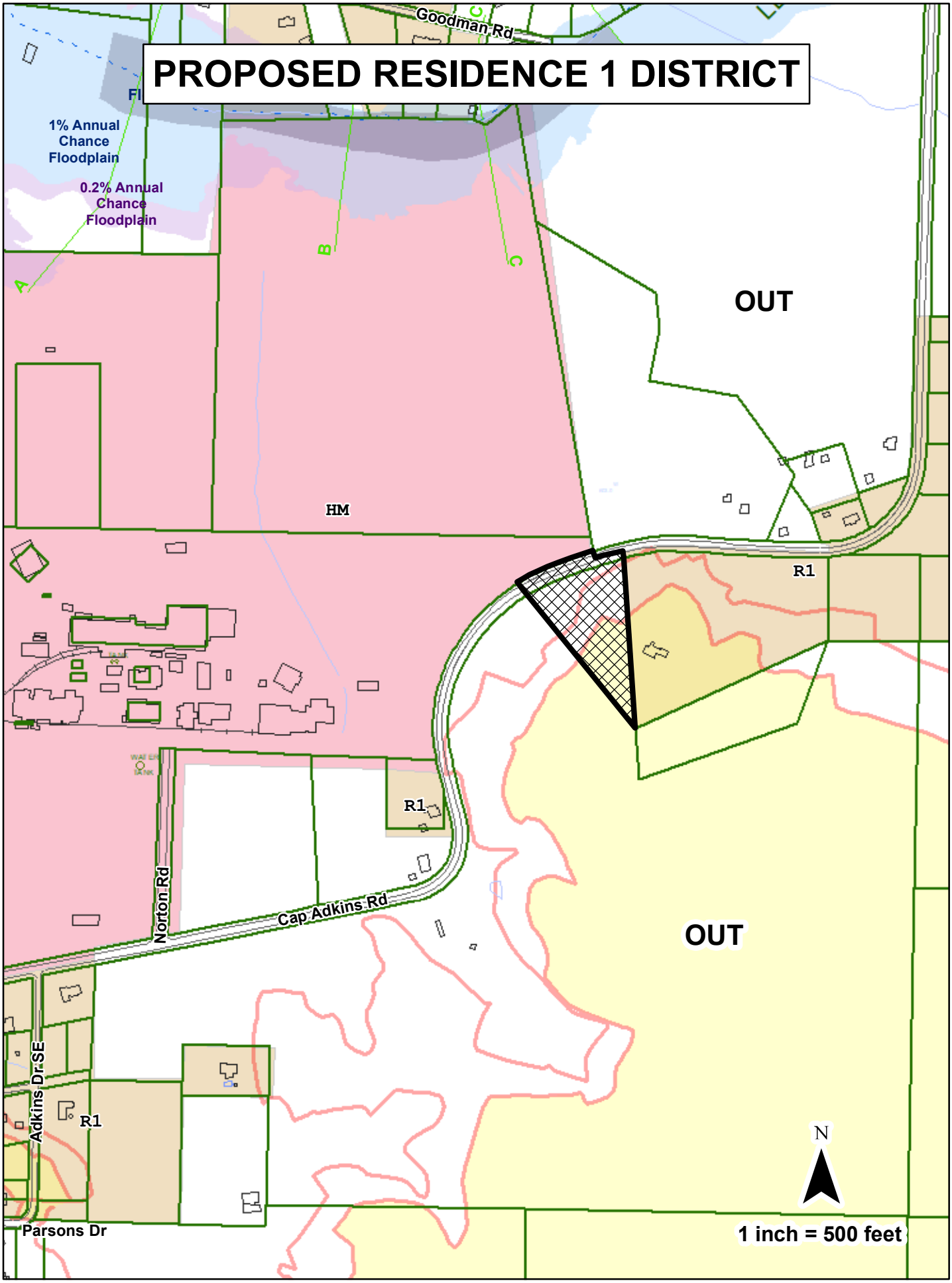
_____
Mayor of the City of Huntsville, Alabama

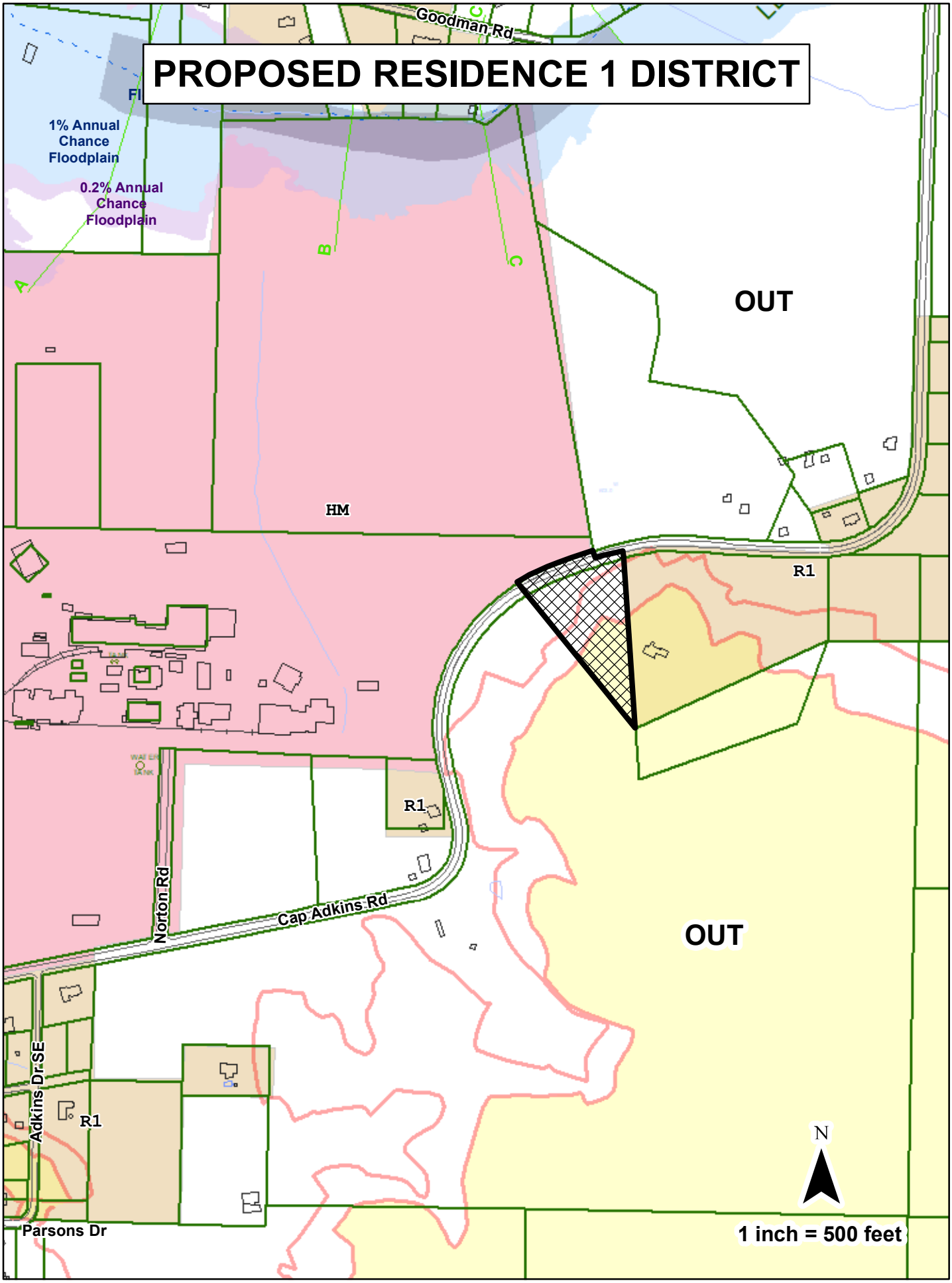
ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1 DISTRICT
Goodman Rd
1% Annual Chance Floodplain
0.2% Annual Chance Floodplain
A
B
C
OUT
HM
R1
R1
Norton Rd
Cap Adkins Rd
OUT
Adkins Dr SE
R1
Parsons Dr
N
1 inch = 500 feet


PROPOSED RESIDENCE 1 DISTRICT
Goodman Rd
1% Annual Chance Floodplain
0.2% Annual Chance Floodplain
A
B
C
OUT
HM
R1
R1
Norton Rd
Cap Adkins Rd
OUT
Adkins Dr SE
R1
Parsons Dr
N
1 inch = 500 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0096

Department: Planning

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

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 consideration of Ordinance No. 22-79 pertaining to the same. (Set February 10, 2022 Regular Council Meeting)

Ordinance No. 22-79

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

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 27h 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.

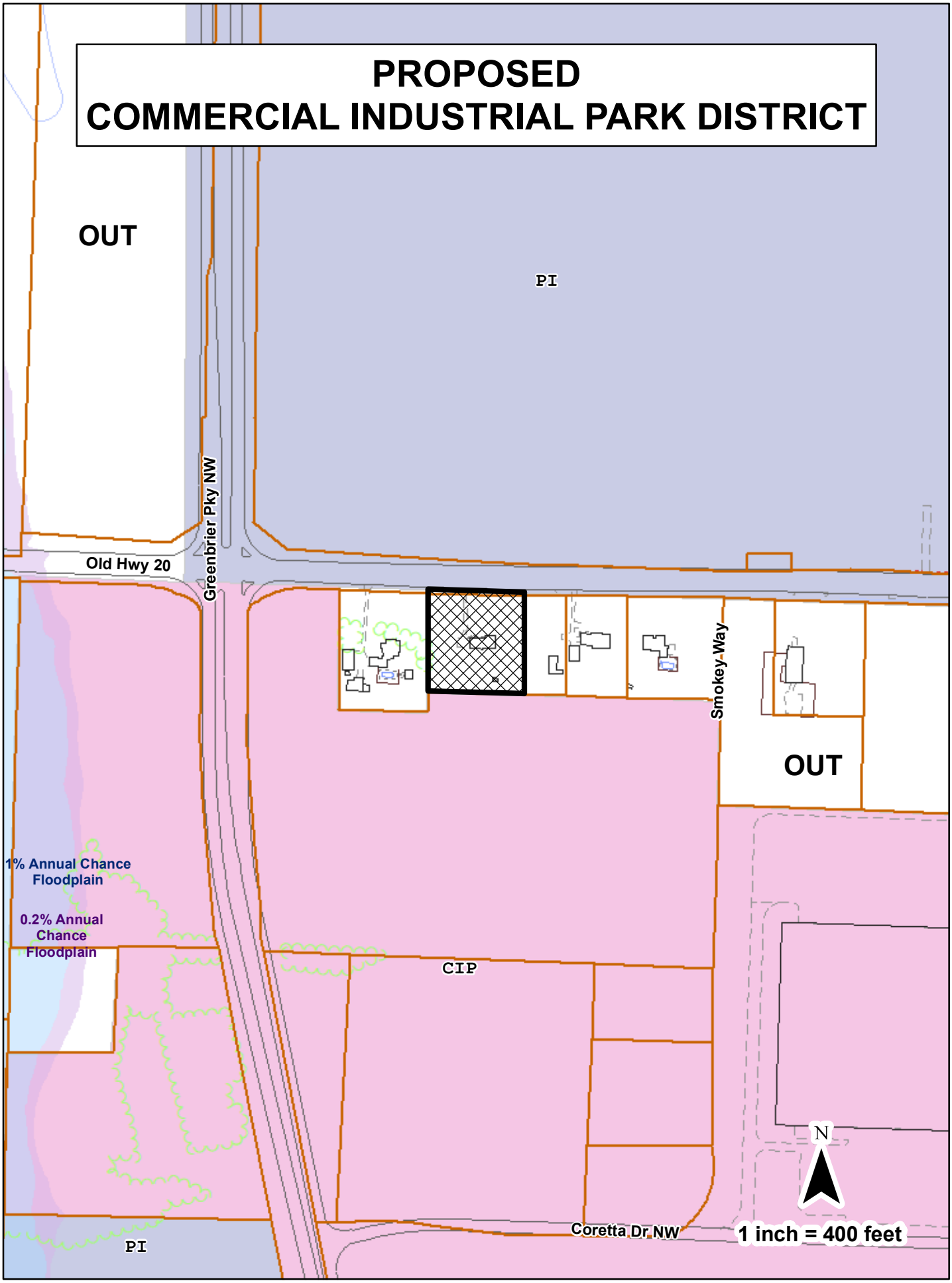
_____
Mayor of the City of Huntsville, Alabama

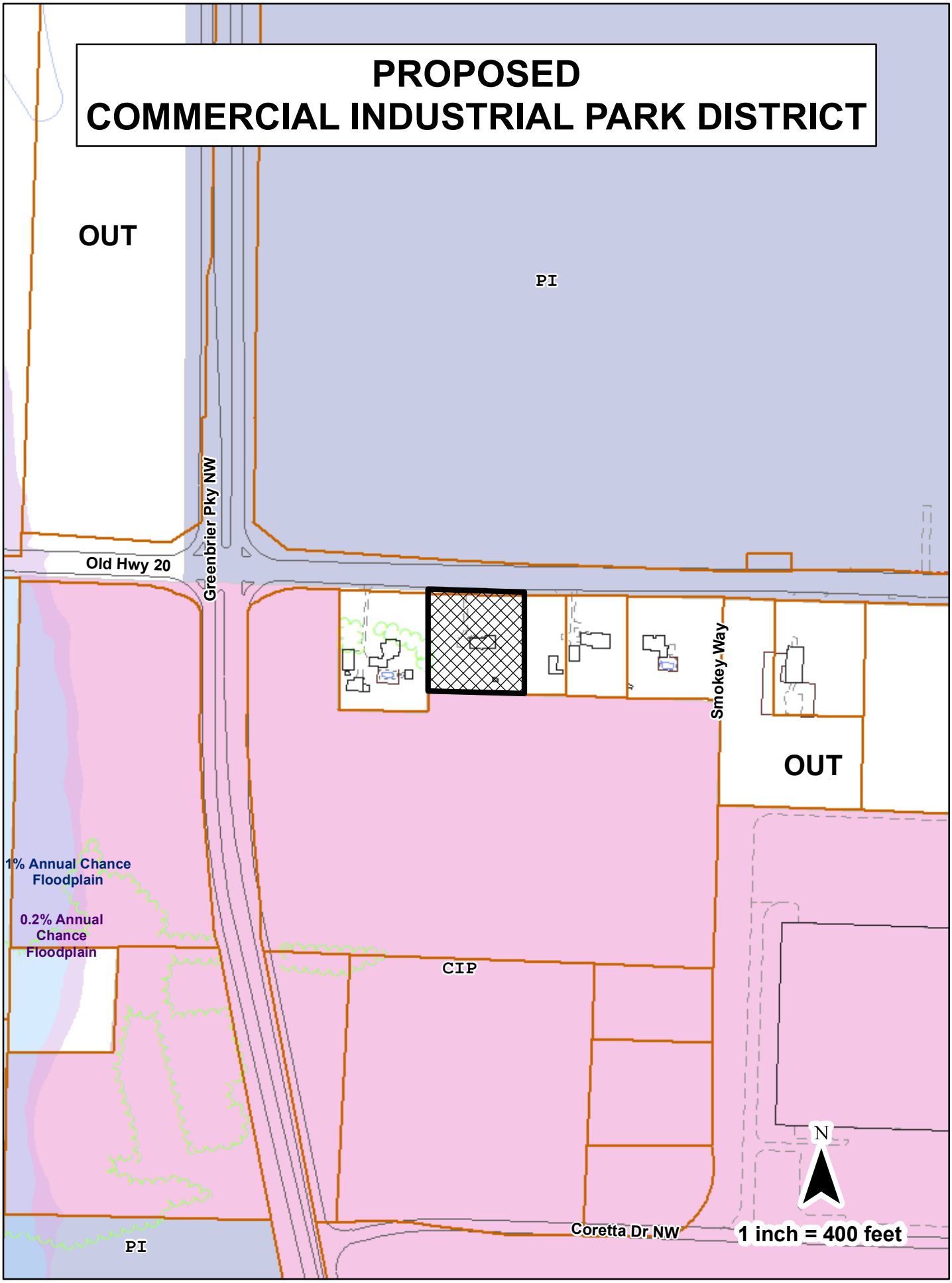
ADOPTED this the _____ day of _____, 2022.

_____
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
OUT
PI
Old Hwy 20
Greenbrier Pky NW
Smokey Way
OUT
1% Annual Chance Floodplain
0.2% Annual Chance Floodplain
CIP
PI
Coretta Dr NW
N
1 inch = 400 feet


PROPOSED
COMMERCIAL INDUSTRIAL PARK DISTRICT
OUT
PI
Greenbrier Pky NW
Old Hwy 20
Smokey Way
OUT
1% Annual Chance Floodplain
0.2% Annual Chance Floodplain
CIP
PI
Coretta Dr NW
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0238

Department: Planning

Subject: **Type of Action:** Choose an item.

Public hearing on the vacation of a right-a-way along Cecil Ashburn Drive. (Set February 24, 2022, Regular Council Meeting)

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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 the Land Trust of North Alabama is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION 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 24, 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 27, March 6, March 13 and March 20, 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 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

STATE OF ALABAMA)
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Marie Bostick**, as Executive Director of **Land Trust of North Alabama,** a non-profit, wildlife habitat, water resources and natural lands preservation organization, (hereinafter referred to as "Owner") being the owner of all lands abutting the portion or public way described on **Exhibit A** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

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

Accordingly, the undersigned Owner respectfully petitions and requests 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 takes such other actions, all as are necessary to vacate the right-of-way as required by applicable law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 9th day of February 2022.

OWNER:
Land Trust of North Alabama

Marie Bostick

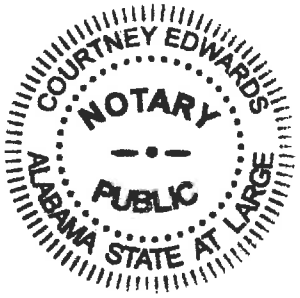
By: Marie Bostick, Executive Director

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Marie Bostick, whose name as Executive Director of Land Trust of north Alabama, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, she, as such Executive Director and with full

authority, executed the same voluntarily for and as the act of said organization on the day the same bears date.

GIVEN under my hand and official seal this the 9th day of February 2022.



Courtney Edwards
Notary Public
My Commission Expires: 11/7/2022

EXHIBIT "A"
(Right -of-Way to be Vacated)

RIGHT-OF-WAY TO BE VACATED
A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 38 DEGREES 41 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 4,593.52 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT NO. 20130806000518390 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, POINT ALSO DESCRIBED AS A POINT ON A CURVE OF THE NORTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE; SAID CURVE HAVING A RADIUS OF 826.00 FEET, A CHORD BEARING OF SOUTH 81 DEGREES 34 MINUTES 47 SECONDS WEST, AND A CHORD DISTANCE OF 246.45 FEET; THENCE ALONG THE ARC SAID CURVE FOR CECIL ASHBURN DRIVE NORTHERLY RIGHT-OF-WAY A DISTANCE OF 247.37 FEET; THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 78.01 FEET; THENCE LEAVING THE RIGHT OF WAY NORTHERLY BOUNDARY SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 774 FEET, A CHORD BEARING OF NORTH 48 DEGREES 15 MINUTES 26 SECONDS WEST, A CHORD DISTANCE 1,323.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1,587.09 FEET; THENCE NORTH 10 DEGREES 29 MINUTES 8 SECONDS EAST A DISTANCE OF 85.0 FEET THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE 175.38 FEET; THENCE LEAVING THE CECIL ASHBURN DRIVE RIGHT-OF-WAY SOUTHERLY BOUNDARY SOUTH 79 DEGREES 30 MINUTES 52 SECONDS EAST A DISTANCE OF 85.0 FEET, THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE OF 175.38 FEET; THENCE TO A CURVE TO THE LEFT, HAVING A RADIUS OF 689 FEET, ACHORD BEARING OF SOUTH 48 DEGREES 15 MINUTES 26 SECONDS EAST, AND A CHORD DISTANCE OF 1,177.98 FEET; THENCE ALONG ARC OF SAID CURVE 1,412.80 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 85 FEET TO A POINT ON THE CECIL ASHBURN DRIVE SOUTHERLY RIGHT-OF-WAY AND ALSO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.26 ACRES, 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 **Land Trust of North Alabama,** a non-profit, wildlife habitat, water resources and natural lands preservation organization, (hereinafter referred to as "Owner"), desiring to vacate the certain right-of-way hereinafter described, say as follows:

1. That the said **Land Trust of North Alabama** is the owner of all the land abutting the hereinafter described right-of-way; and

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

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

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

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

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY REFERENCE MADE A PART THEREOF.

IN WITNESS WHEREOF, the undersigned owner of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, on this 9th day of February 2022.

Marie Bostick

By: Marie Bostick
Its: Executive Director

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State of Alabama at Large, hereby certify that Marie Bostick, whose name as Executive Director of **Land Trust of North Alabama**, a non-profit, wildlife habitat, water resources and natural lands preservation organization, 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, she, as such representative, and with full authority, executed the same voluntarily for, and as the act of, said corporation, acting in said capacity, as aforesaid.

Given under my hand and official seal of office, this the 9th day of February 2022.

COURTNEY EDWARDS NOTARY PUBLIC ALABAMA STATE AT LARGE

Courtney Edwards

Notary Public
My Commission Expires:
11/7/2022

EXHIBIT "A"
(Right -of-Way to be Vacated)

RIGHT-OF-WAY TO BE VACATED
A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 3.26 ACRES, MORE OR LESS.

EXHIBIT C

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, March 24, 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 Cecil Ashburn Drive which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 3.26 ACRES, 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.

EXHIBIT "A"
(Right -of-Way to be Vacated)

RIGHT-OF-WAY TO BE VACATED
A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 3.26 ACRES, 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 the Land Trust of North Alabama is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

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

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

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

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

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 24th day of March, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 24th day of March, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 3.26 ACRES, 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 **Land Trust of North Alabama,** 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)
MADISON COUNTY)

QUITCLAIM DEED

THIS IDENTURE made and entered into on this the _____ day of February 2022, by and between The City of Huntsville, Alabama, a municipal corporation, herein referred to as "Grantor" and **Land Trust of North Alabama,** a non-profit, wildlife habitat, water resources and natural lands preservation organization, hereinafter referred to as "Grantee".

WITHNESSETH

That the Grantor, for and in consideration of the sum of Ten and No/ 100ths ($10.00) to it cash in hand paid by the Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, has this day remised, released, quitclaimed and conveyed to the Grantee, all of the Grantor's right, title, interest, and claim in or to the following described real estate lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit:

LEGAL DESCRIPTION AS PER THE ATTACHED EXHIBIT "A" AND BY REFERENCE MADE A PART THEREOF.

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 Resolution No:_____, as of this_____ day of _____, 2022.

THE CITY OF HUNTSVILLE, ALABAMA:
A municipal corporation Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA)
MADISON COUNTY)

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

EXHIBIT "A"
(Right -of-Way to be Vacated)

RIGHT-OF-WAY TO BE VACATED
A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT CONTAINS 3.26 ACRES, MORE OR LESS.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2020.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0239

Department: Parking & Public Transit

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

Resolution to set a public hearing for PAK Holding, LLC d/b/a/ Huntsville Brews Cruise for the operation of one special shuttle. (Set for April 14, 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:

A recommended hold hearing date is April 14, 2022.

RESOLUTION NO. 22-

WHEREAS, an application has been made by **PAK Holdings, LLC d/b/a Huntsville Brews Cruise** a certification of public convenience and necessity for the operation of one (1) special shuttle in the City of Huntsville, and

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

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

1. That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of a limousine license to **PAK Holdings, LLC d/b/a Huntsville Brews Cruise** for the operation of one (1) special shuttle is hereby declared.

2. That the City Council of the City of Huntsville shall meet at 5:30 P.M. on the **14th** day of **April, 2022**, at the Council Hall or at such other place announced by the Council in the City of Huntsville for the purpose of holding a public hearing on the question of whether public convenience and necessity justifies the issuance of a limousine license to **PAK Holdings, LLC d/b/a Huntsville Brews Cruise** the operation of one (1) special shuttle, at which time all parties may appear in person, by agent, or by attorney for the purpose of voicing objections or remonstrations.

3. That this resolution shall be published in the Huntsville Times, a newspaper of general circulation within the City of Huntsville, Alabama, said publication to be not less than seven days prior to the date of this hearing.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0240

Department: Finance

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 Cost Amount: $

Total Cost: $

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: $18,286,035.87

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:

$18,286,035.87

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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 2/26/22 through 3/11/22 **CITY COUNCIL MEETING** **03/24/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	11,381,131.98
1005	HEALTH & LIFE BENEFITS	$	94,112.36
1010	GENERAL RESTRICTED DONATIONS	$	114.32
2000	PUBLIC TRANSIT	$	210,928.56
2001	PUBLIC TRANSIT STATION GRANT	$	4,050.00
2100	COMMUNITY DEV BLOCK GRANT	$	66,503.21
2101	COMMUNITY DEV HOUSING	$	466,947.48
2500	OTHER GRANTS	$	113,400.00
3020	1990 CAPITAL IMPROVEMENTS	$	1,054,972.06
3040	LODGING & LIQUOR TAXES	$	-
3050	1% LODGING TAX 2003	$	724,825.00
3060	1% LODGING TAX 2013	$	-
3080	2014 CAPITAL IMPROVEMENTS	$	878,578.64
3205	TIF 5	$	-
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	-
3410	TREASURY ASSET FORFEITURE	$	-
3420	CIRCUIT COURT ASSET FORFEITURE	$	30.31
3430	STAC SEIZURE-CIR COURT	$	1,733.03
3435	STAC SEIZURE-FED COURT	$	8,865.00
3560	CEMETERY PERPETUAL CARE	$	15,754.99

3700	CUMMINGS RESEARCH PARK	$	28,528.10
3900	EMERGENCY MANAGEMENT AGENCY	$	43,975.86
3910	ALABAMA CONSTITUTION VILLAGE	$	29,702.99
3930	BURRITT MEMORIAL COMMITTEE	$	32,936.81
3950	PBA - DEBT SERVICE	$	-
4009	2020 REFUND WARRANTS	$	-
4010	2020E TIF WARRANTS	$	223,747.17
4011	PBA AMPHITHEATER	$	134.79
4012	2021 FUTURE PROJECT BORROW	$	11,515.47
4013	2022 FUTURE PROJECT BORROW2	$	1,960.40
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	412,388.03
4016	2022 VBC DEBT BORROW	$	812.48
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	1,498,748.47
6010	WPC CMOM RESERVE	$	11,006.30
6020	WPC R&R RESERVE	$	119,810.87
6030	WPC ECONOMIC DEVELOPMENT	$	150,835.31
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	78,907.25
6200	SANITATION	$	367,813.28
6500	PBA - AMPHITHEATER	$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	275,461.52
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,196.17)
	TOTAL	**$**	**18,286,035.87**

Vendor Expense Report

02/26/2022 through 03/11/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	2519	COM TX 022822/2519	72680	03/03/2022	50.00
		1000-15-15100-513030-00000000-	I006836	COM TX 022822/I006836	72680	03/03/2022	20.00
		1000-15-15100-513030-00000000-	I006836	COM TX 022822/I006836	72680	03/03/2022	145.00
		1000-15-15100-513030-00000000-	I006836	COM TX 022822/I006836	72680	03/03/2022	150.00
		1000-15-15100-513030-00000000-	I006836	COM TX 022822/I006836	72680	03/03/2022	185.00
		1000-15-15100-513030-00000000-	I006873	COM TX 022822/I006873	72680	03/03/2022	145.00
		1000-15-15100-513030-00000000-	I006873	COM TX 022822/I006873	72680	03/03/2022	150.00
		1000-15-15100-513030-00000000-	I006873	COM TX 022822/I006873	72680	03/03/2022	250.00
		1000-15-15100-513030-00000000-	I006878	COM TX 022822/I006878	72680	03/03/2022	25.00
		1000-15-15100-513030-00000000-	I006878	COM TX 022822/I006878	72680	03/03/2022	75.00
		1000-15-15100-513030-00000000-	I006878	COM TX 022822/I006878	72680	03/03/2022	125.00
		1000-15-15100-513030-00000000-	I006894	COM TX 030222/I006894	72802	03/08/2022	85.00
		1000-15-15100-513030-00000000-	I006894	COM TX 030222/I006894	72802	03/08/2022	145.00
		1000-15-15100-513030-00000000-	I006896	COM TX 030222/I006896	72802	03/08/2022	85.00
		1000-15-15100-513030-00000000-	I006896	COM TX 030222/I006896	72802	03/08/2022	145.00
		Total Paid by Vendor					**1,780.00**
	AFLAC	1000-00-00000-210290-00000000-	174059	PPE 2/6/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	72548	03/01/2022	1,780.36
		1000-00-00000-210300-00000000-	174059	PPE 2/6/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	72548	03/01/2022	1,206.40
		Total Paid by Vendor					**2,986.76**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	256462	Payroll Run 1 - Warrant 220306	72783	03/11/2022	22,176.22
		Total Paid by Vendor					**22,176.22**
	ALABAMA CRIME VICTIMS COMPENSATION COMMISSION	1000-00-00000-231404-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	72549	02/28/2022	1,490.00
		1000-00-00000-231405-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	72549	02/28/2022	2,094.00
		Total Paid by Vendor					**3,584.00**
	ALABAMA DEPARTMENT OF LABOR	1000-19-00000-502160-00000000-	FY21 UNEM REMAIN BAL	FY21 UNEMPLOYMENT REMAINING BALANCE	72901	03/11/2022	23,011.75
		Total Paid by Vendor					**23,011.75**
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	080413	MU TAG TRANSFER FOR EUIPMENT #080413	72552	02/28/2022	1.25
		1000-00-00000-210180-00000000-	256464	Payroll Run 1 - Warrant 220306	72785	03/11/2022	392.21
		1000-15-15100-515340-00000000-	MU TAG #080414	MU TAG TRANSFER FOR EQUIP. #080414	PCard	03/11/2022	1.25
		1000-15-15100-515340-00000000-	MU TAG #080415	MU TAG TRANSFER FOR EQUIP. #080415	PCard	03/11/2022	1.25
		1000-00-00000-210130-00000000-	STATE TAX FEB 2022	FEBRUARY 2022 STATE WITHHOLDING TAX	72544	03/01/2022	402,438.73
		Total Paid by Vendor					**402,834.69**
	ALABAMA FIRE COLLEGE AND PERSONNEL	1000-42-42100-515050-00000000-	85671	CADET TRAINING BOOKS - FIRE	72807	03/08/2022	7,971.90
		Total Paid by Vendor					**7,971.90**
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	335924	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	72447	02/28/2022	338.00
		1000-14-14300-513010-00000000-	335992	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	72447	02/28/2022	245.40
		Total Paid by Vendor					**583.40**
	ALABAMA INSTITUTE OF DEAF AND BLIND	1000-55-55400-515340-00000000-	IVC-208059	T-SHIRT RAGS FOR STOCK	72808	03/09/2022	285.60
		Total Paid by Vendor					**285.60**
	ALABAMA JUDICIAL COLLEGE	1000-43-00000-515790-00000000-	2022 MUN MAG MONT	2022 MUNICIPAL MAGISTRATES CLE CLASS-MONTGOMERY	72489	02/28/2022	1,500.00
		Total Paid by Vendor					**1,500.00**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-210180-00000000-	256456	Payroll Run 1 - Warrant 220306	72786	03/11/2022	394.28
		Total Paid by Vendor					**394.28**
	ALABAMA PEACE OFFICERS	1000-00-00000-231300-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	72550	02/28/2022	5,233.00
		1000-00-00000-231301-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	72550	02/28/2022	1,036.00
		Total Paid by Vendor					**6,269.00**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	256460	Payroll Run 1 - Warrant 220306	72784	03/11/2022	1,500.00
		Total Paid by Vendor					**1,500.00**
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52600-515340-00000000-	8982	SCREENED PINE BARK FOR FLOWER BEDS - NORTH	72553	03/01/2022	1,400.00
		1000-52-52600-515340-00000000-	7920	SCREENED PINE BARK FOR FLOWER BEDS - NORTH	72553	03/01/2022	1,400.00
		1000-52-52300-515340-00000000-	7236	MULCH FOR DOWNTON/CROSS COUNTRY	72683	03/04/2022	1,400.00
		1000-52-52600-515340-00000000-	7739	SCREENED PINE BARK FOR FLOWER BEDS - NORTH	PCard	03/10/2022	1,400.00
		Total Paid by Vendor					**5,600.00**
	ALEXANDER TOMAS AND ASSOCIATES, INC	1000-17-17100-515250-00000000-	COH-TRX-22	SOLE SOURCE UTILITYTRX SW SUBSCRIPTION GS 2022-23	72684	03/03/2022	11,500.00
		Total Paid by Vendor					**11,500.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	40261	COM TX 022122/40261	72685	03/03/2022	80.00
		1000-15-15100-513030-00000000-	40262	COM TX 022122/40262	72685	03/03/2022	80.00

	1000-15-15100-513030-00000000-	40263	COM TX 022122/40263	72685	03/03/2022	80.00
	1000-15-15100-513030-00000000-	40271	COM TX 030222/40271	72809	03/08/2022	80.00
	Total Paid by Vendor					**320.00**
ALLGAS INC	1000-55-55400-514010-00000000-	2836724	FY22 PROPANE BLANKET	PCard	03/11/2022	26.56
	1000-55-55400-514010-00000000-	2890399	FY22 PROPANE BLANKET	PCard	03/11/2022	44.20
	Total Paid by Vendor					**70.76**
ALLIANCE SAND INCORPORATED - HUNTSVILLE PORT	1000-51-00000-513010-00000000-	18437	BLANKET PO/NON-BID ITEM SAND/PEA GRAVEL MIXTURE	72686	03/07/2022	831.61
	Total Paid by Vendor					**831.61**
ALLIED PHOTOCOPY INC	1000-42-42100-515340-00000000-	1122996	LAMINATION BLANKET	72554	03/01/2022	138.32
	Total Paid by Vendor					**138.32**
AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	34511	2022 BLANKET OVERHEAD DOOR REPAIRS	72555	03/01/2022	232.00
	1000-14-14300-513010-00000000-	34457	2022 BLANKET OVERHEAD DOOR REPAIRS	72555	03/01/2022	124.00
	1000-14-14300-513010-00000000-	34456	2022 BLANKET OVERHEAD DOOR REPAIRS	72555	03/01/2022	164.00
	1000-14-14300-513010-00000000-	34389	2022 BLANKET OVERHEAD DOOR REPAIRS	72555	03/02/2022	172.00
	1000-14-14300-513010-00000000-	34491	2022 BLANKET OVERHEAD DOOR REPAIRS	72555	03/02/2022	110.00
	1000-14-14300-513010-00000000-	34484	2022 BLANKET OVERHEAD DOOR REPAIRS	72810	03/08/2022	4,665.35
	1000-14-14300-513010-00000000-	34530	2022 BLANKET OVERHEAD DOOR REPAIRS	72810	03/08/2022	365.00
	1000-14-14300-513010-00000000-	34547	2022 BLANKET OVERHEAD DOOR REPAIRS	PCard	03/11/2022	472.00
	Total Paid by Vendor					**6,304.35**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22404918	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	72864	03/08/2022	140.00
	Total Paid by Vendor					**140.00**
AMERICAN VILLAGE CITIZENSHIP TRUST FUND	1000-00-00000-250103-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	72556	02/28/2022	1,220.00
	Total Paid by Vendor					**1,220.00**
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	275038	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	900.00
	Total Paid by Vendor					**900.00**
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	80T93721	TREE PRUNING SERVICE (BLANKET)	72558	03/01/2022	3,171.33
	Total Paid by Vendor					**3,171.33**
AT&T	1000-17-17100-515070-00000000-	25653564124010222	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	72559	03/01/2022	5,147.95
	1000-17-17100-515070-00000000-	2872705719360222	FY22 BLANKET PO FOR ATT MOBILITY FOR FIRE DEPT.	PCard	03/11/2022	41.24
	Total Paid by Vendor					**5,189.19**
A-Z OFFICE RESOURCE INC	1000-74-74100-515340-00000000-	5375780-0	K. GOSA;308 FOUNTAIN CIR 2ND FL; 2564275115	72545	03/01/2022	45.72
	1000-41-41203-515340-00000000-	5370878-1	2110 CLINTON AVE W-ZAC GOSHERT 256-427-7034	72545	03/01/2022	23.70
	1000-74-74100-515340-00000000-	5358253-2	K. GOSA;308 FOUNTAIN CIR 2ND FL, 2564275115	72545	03/01/2022	15.13
	1000-74-74100-515340-00000000-	5376972-3	K. GOSA;308 FOUNTAIN CIR 2ND FL;2564275115	72545	03/01/2022	0.36
	1000-41-41250-515340-00000000-	5384516-1	2320 1ST STREET - T. MCILWAIN 427-7174	72545	03/01/2022	26.64
	1000-41-41250-515340-00000000-	5384516-0	2320 1ST STREET - T. MCILWAIN 427-7174	72545	03/01/2022	167.85
	1000-41-41203-515340-00000000-	5385534-0	2110 CLINTON AVE W - M. COUCH 427-7434	72545	03/01/2022	98.88
	1000-41-41204-515340-00000000-	5385534-0	2110 CLINTON AVE W - M. COUCH 427-7434	72545	03/01/2022	12.42
	1000-41-41204-515340-00000000-	5388771-0	2820 HOLMES AVENUE NW - T. DUNCAN 427-7174	72545	03/02/2022	170.91
	1000-74-74100-515340-00000000-	5379203-1	K GOSA; 308 FOUNTAIN CIR-2ND FL; 2564275115	72545	03/02/2022	195.59
	1000-41-41305-515340-00000000-	5389077-0	5365 TRIANA BLVD-ZAC GOSHERT 256-427-7034	72545	03/02/2022	505.78
	1000-74-74200-515340-00000000-	5388857-0	GIS/200 WEST SIDE SQUAR/7TH FL/S.STEWART/427-5192	72545	03/02/2022	471.66
	1000-41-41201-515340-00000000-	5388770-0	4014 N MEMORIAL PKWY NW - P. BOLDEN 427-7174	72545	03/02/2022	60.50
	1000-41-41204-515340-00000000-	5384515-2	2820 HOLMES AVENUE NW - T. DUNCAN 427-7174	72545	03/02/2022	5.48
	1000-18-00000-515340-00000000-	5391003-0	308 FOUNTAIN CIR. 6TH FLOOR2564275034	72545	03/02/2022	151.54
	1000-74-74200-515340-00000000-	5388857-1	GIS/200 WEST SIDE SQUAR/7TH FL/S.STEWART/427-5192	72545	03/02/2022	95.82
	1000-71-71100-515340-00000000-	5384452-0	OFFICE SUPPLIES-ODESSA 320 FOUNTAIN 256-427-6853	72681	03/03/2022	474.33
	1000-00-00000-140110-00000000-	5384976-0	OFFICE SUPPLIES	72681	03/03/2022	518.60
	1000-00-00000-140110-00000000-	5384976-1	OFFICE SUPPLIES	72681	03/03/2022	12.99
	1000-41-41305-515340-00000000-	5360010-2	5635 TRIANA BLVD SW-ZAC GOSHERT 256-427-7034	72803	03/08/2022	10.29
	1000-18-00000-515340-00000000-	5392072-0	815 WHEELER AVE. RM. 249 M.BATTLE 2564275034	72803	03/08/2022	226.70
	1000-41-41201-515340-00000000-	C5382920-0	4014 N MEMORIAL PKWY NW - P. BOLDEN 427-7174	72803	03/09/2022	(132.49)
	1000-74-74100-515340-00000000-	5392685-1	K. GOSA; 308 FOUNTAIN CIR 2ND FL; 2564275115	PCard	03/10/2022	137.11
	1000-41-41204-515340-00000000-	5392745-1	2820 HOLMES AVENUE NW-TRACY DENOON 256-427-7279	PCard	03/10/2022	438.66
	1000-71-71100-515340-00000000-	5394237-0	ODESSA 320 FOUNTAIN CIR 256-427-6853	PCard	03/10/2022	84.81
	1000-41-41204-515340-00000000-	5392745-0	2820 HOLMES AVENUE NW-TRACY DENOON 256-427-7279	PCard	03/10/2022	889.74
	1000-41-41305-515340-00000000-	5392746-0	5635 TRIANA BLVD SW - M. ANDERSON 427-7174	PCard	03/10/2022	389.64
	1000-74-74100-515340-00000000-	5392685-0	K. GOSA; 308 FOUNTAIN CIR 2ND FL; 2564275115	PCard	03/10/2022	104.84
	1000-41-41100-515340-00000000-	5392406-0	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	PCard	03/10/2022	406.86
	1000-12-12100-515340-00000000-	5388114-2	308 FOUNTAIN CIR, 3RD FLR, B SONS 256-427-5090	PCard	03/10/2022	535.52
	1000-41-41204-515340-00000000-	5384515-3	2820 HOLMES AVENUE NW - T. DUNCAN 427-7174	PCard	03/10/2022	21.92
	1000-12-12100-515340-00000000-	5388114-0	308 FOUNTAIN CIR, 3RD FLR, B SONS 256-427-5090	PCard	03/10/2022	510.21

	1000-12-12100-515340-00000000-	5388114-1	308 FOUNTAIN CIR, 3RD FLR, B SONS 256-427-5090	PCard	03/10/2022	124.69
	1000-41-41100-515340-00000000-	5389215-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	PCard	03/10/2022	10.52
	1000-41-41203-515340-00000000-	5370878-0	2110 CLINTON AVE W-ZAC GOSHERT 256-427-7034	PCard	03/10/2022	1,144.07
	1000-41-41204-515340-00000000-	5392745-2	2820 HOLMES AVENUE NW-TRACY DENOON 256-427-7279	PCard	03/11/2022	13.06
	Total Paid by Vendor					**7,970.05**
BAGBY ELEVATOR COMPANY INC	1000-14-14300-515370-00000000-	SCHED000000280807	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	624.00
	1000-14-14300-515370-00000000-	SCHED000000280809	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000280808	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000280810	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000280811	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000280812	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000280813	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	208.00
	1000-14-14300-515340-ERLYWORK-	SCHED000000280618	BLANKET PO 2022 ELEVATOR SERVICES	72811	03/09/2022	416.00
	Total Paid by Vendor					**2,704.00**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	032022	2022 LEASE SOUTH PRECINCT	72560	03/01/2022	13,528.62
	Total Paid by Vendor					**13,528.62**
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC	1000-13-13100-515370-00000000-	8962124	MONTHLY TERMS OF ENGAGEMENT-COUNSEL-BLANKET PO	72689	03/07/2022	3,783.00
	Total Paid by Vendor					**3,783.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	3910 1ST SESSION	INSTR FOR D.ED.C AA25 HR 3/1/22 CLASS 3910 1ST SES	72691	03/04/2022	120.00
	Total Paid by Vendor					**120.00**
BOWMANS ENTERPRISES INC	1000-55-55100-515340-00000000-	4539	NOTARY EMBOSSER SEALS FOR A.WILSON/J.DOWDY	72692	03/03/2022	71.90
	Total Paid by Vendor					**71.90**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1548244	BLANKET - OUTSIDE LEGAL SERVICES	72461	02/28/2022	195.00
	1000-18-00000-515372-00000000-	1548245	BLANKET - OUTSIDE LEGAL SERVICES	72461	02/28/2022	541.25
	1000-18-00000-515372-00000000-	1552494	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	3,045.00
	1000-18-00000-515372-00000000-	1552493	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	292.50
	1000-18-00000-515372-00000000-	1552495	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	2,440.00
	1000-18-00000-515372-00000000-	1552496	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	3,955.00
	1000-18-00000-515372-00000000-	1552497	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	2,440.00
	1000-18-00000-515372-00000000-	1552499	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	46,015.00
	1000-18-00000-515372-00000000-	1552498	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	3,225.00
	1000-18-00000-515372-00000000-	1552492	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	1,917.50
	Total Paid by Vendor					**64,066.25**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	10024A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72814	03/08/2022	25.00
	1000-14-14300-513010-00000000-	10224A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72814	03/08/2022	20.00
	1000-14-14300-513010-00000000-	10260A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72814	03/08/2022	10.00
	Total Paid by Vendor					**55.00**
BSN SPORTS LLC	1000-30-30200-515340-00000000-	915998884	EQUIPMENT FOR WHEELCHAIR FIT & FUN PROGRAM-JLC	PCard	03/10/2022	50.76
	Total Paid by Vendor					**50.76**
BUDDYS SMALL ENGINES INC	1000-52-52700-515340-00000000-	140218	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET)	72562	03/02/2022	186.62
	1000-52-52700-515340-00000000-	140319	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET)	72693	03/04/2022	332.56
	1000-51-00000-515340-00000000-	140447	(BLANKET) MAPLE HILL/GRASS CUTTING SUPPLIES	72815	03/09/2022	1,279.47
	1000-52-52600-515340-00000000-	140155	VARIOUS SUPPLIES - NORTH (BLANKET)	PCard	03/10/2022	1,187.94
	Total Paid by Vendor					**2,986.59**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	WD48047	ANIMAL MEDICAL DRUGS BLANKET PO	72576	03/02/2022	1,189.13
	1000-50-00000-515161-00000000-	WD47330	ANIMAL MEDICAL DRUGS BLANKET PO	72576	03/02/2022	373.08
	1000-50-00000-515161-00000000-	WB94011	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	12.76
	1000-50-00000-515161-00000000-	WE07313	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	1,483.78
	1000-50-00000-515161-00000000-	WD92933	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	66.03
	1000-50-00000-515161-00000000-	WB95168	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	156.31
	1000-50-00000-515161-00000000-	WB20234	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	553.00
	1000-50-00000-515161-00000000-	WB27467	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	131.70
	1000-50-00000-515161-00000000-	WC36286	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	764.59
	1000-50-00000-515161-00000000-	WB95169	ANIMAL MEDICAL DRUGS BLANKET PO	72707	03/07/2022	452.45
	1000-50-00000-515161-00000000-	VR07789	ANIMAL MEDICAL DRUGS BLANKET PO	72823	03/08/2022	795.10
	1000-50-00000-515161-00000000-	VT09970	ANIMAL MEDICAL DRUGS BLANKET PO	72823	03/08/2022	11.01
	1000-50-00000-515161-00000000-	WE27439	ANIMAL MEDICAL DRUGS BLANKET PO	72823	03/09/2022	53.12
	1000-50-00000-515161-00000000-	WE23868	ANIMAL MEDICAL DRUGS BLANKET PO	72823	03/09/2022	610.32
	1000-50-00000-515161-00000000-	WE27456	ANIMAL MEDICAL DRUGS BLANKET PO	72823	03/09/2022	22.01
	1000-50-00000-515161-00000000-	WE92309	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	03/11/2022	712.53
	1000-50-00000-515161-00000000-	WE28537	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	03/11/2022	553.00
	1000-50-00000-515161-00000000-	VC63550	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	03/11/2022	925.00

	Total Paid by Vendor					**8,864.92**
BWI COMPANIES INC	1000-52-52100-515340-00000000-	16991838	ANNUAL PLANTINGS AND BASKETS (BLANKET)	72563	02/28/2022	1,970.79
	1000-52-52100-515340-00000000-	17023864	ANNUAL PLANTINGS AND BASKETS (BLANKET)	72694	03/03/2022	619.54
	1000-52-52100-515340-00000000-	17007936	ANNUAL PLANTINGS AND BASKETS (BLANKET)	72694	03/03/2022	1,856.66
	1000-52-52100-515340-00000000-	17007936C	ANNUAL PLANTINGS AND BASKETS (BLANKET)	PCard	03/09/2022	(247.50)
	Total Paid by Vendor					**4,199.49**
C & J WELDING INC	1000-15-15100-513030-00000000-	099984	COM TX 030122/099984	72816	03/08/2022	23.00
	1000-15-15100-513030-00000000-	100016	COM TX 030122/100016	72816	03/08/2022	30.00
	1000-15-15100-513030-00000000-	100016	COM TX 030122/100016	72816	03/08/2022	245.00
	1000-55-55300-515340-00000000-	100056	WELDING SERVICES FOR PWS FOR TRUCK	72816	03/09/2022	1,000.00
	Total Paid by Vendor					**1,298.00**
C SPIRE BUSINESS	1000-17-17400-520200-00000000-	C008717536	QUOTE AAAQ132696 VERIZON PRIVATE NETWORK EQUIP.	72564	03/01/2022	9,996.19
	1000-17-17100-515250-00000000-	C009170795	VMWARE YEARLY RENEWAL ITS 2022-23	PCard	03/10/2022	37,246.30
	Total Paid by Vendor					**47,242.49**
C T GARVIN FEED AND SEED	1000-50-00000-515340-00000000-	906497	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	72480	02/28/2022	95.88
	1000-50-00000-515340-00000000-	907624	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	72593	03/02/2022	79.90
	Total Paid by Vendor					**175.78**
CABLES AND KITS	1000-17-17400-520200-00000000-	541397	QUOTE 48267 IT-STOCK IP PHONES LIFETIME	72695	03/03/2022	2,102.40
	Total Paid by Vendor					**2,102.40**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	256457	Payroll Run 1 - Warrant 220306	72787	03/11/2022	92.30
	Total Paid by Vendor					**92.30**
CARE HERE LLC	1000-16-16300-518010-00000000-	176412	MEDICAL STAFF, SUPPLIES, MEDS DECEMBER SERVICES	72696	03/03/2022	74,605.02
	1000-16-16300-518020-00000000-	176412	MEDICAL STAFF, SUPPLIES, MEDS DECEMBER SERVICES	72696	03/03/2022	11,432.68
	1000-16-16300-518040-00000000-	176919	EMPL. & RETIREE PROG MANG FEES FEBRUARY 2022	72696	03/03/2022	38,125.00
	1000-16-16300-518040-00000000-	174717	EMPL & RETIREE PROG MANG FEES JANUARY 2022	72696	03/03/2022	38,125.00
	Total Paid by Vendor					**162,287.70**
CAVANAUGH MACDONALD CONSULTING LLC	1000-13-13100-515370-00000000-	02252022	GASB STATEMENT NOS. 74 & 75 FOR HEALTH CARE PLAN	72567	03/01/2022	15,005.00
	Total Paid by Vendor					**15,005.00**
CDW GOVERNMENT INC	1000-51-00000-515340-00000000-	R731580	PRINTER FOR ADMIN USE	72568	02/28/2022	425.68
	1000-75-75100-515340-00000000-	S369020	ADAPTER FOR 3RD MONITOR	72568	02/28/2022	72.06
	1000-17-17400-520300-00000000-	S283279	PUNCHOUT FOR WO# 151771	72568	02/28/2022	271.89
	1000-17-17400-520300-00000000-	Q886658	PUNCHOUT ORDER OF ADOBE STD	72568	03/01/2022	271.89
	1000-17-17400-520300-00000000-	P612940	PUNCHOUT ADOBE LIC.	72568	03/01/2022	262.00
	1000-17-17400-520300-00000000-	S640115	PUNCHOUT FOR IT-NETWORK USERS	72568	03/01/2022	102.00
	1000-17-17400-515340-00000000-	R446487	PUNCHOUT FOR WO # 151174 PD-09045	72568	03/01/2022	291.45
	1000-17-17400-520300-00000000-	R687122	PUNCHOUT FOR WO #151302	72698	03/03/2022	181.62
	1000-17-17400-520300-00000000-	S387558	PUNCHOUT QUOTE MQBK386 ADOBE UPG.	72698	03/03/2022	181.62
	1000-41-41204-515340-00000000-	S882078	ADOBE LICENSES FOR FINANCIAL CRIMES UNIT	72698	03/04/2022	1,903.23
	1000-17-17400-520200-00000000-	S851446	PUNCHOUT FOR WO #151540	72698	03/07/2022	278.99
	1000-17-17400-520300-00000000-	S426223	PUNCHOUT ORDER WO 151873	PCard	03/10/2022	408.93
	Total Paid by Vendor					**4,651.36**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9899320530	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/01/2022	623.64
	1000-17-17100-515070-00000000-	9898113266	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	13,075.92
	1000-41-41110-515340-00000000-	9898113266	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	7,499.90
	1000-17-17100-515070-00000000-	9898113263	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	34,602.87
	1000-17-17100-515070-00000000-	9898113264	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	2,228.93
	1000-17-17100-515070-00000000-	9898113265	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	200.05
	Total Paid by Vendor					**58,231.31**
CENTURYLINK	1000-17-17100-515070-00000000-	489221363 022122	FY22 BLANKET PO CENTURYLINK POTS LINE SERVICE COH	72569	03/02/2022	42.13
	1000-17-17100-515070-00000000-	415529461 022122	FY22 BLANKET PO FOR CENTURYLINK PRI LINES	72818	03/08/2022	2,004.67
	Total Paid by Vendor					**2,046.80**
CINTAS	1000-30-30200-515310-00000000-	4108836152	BLANKET-JANITORIAL SERVICES-CALVARY HILL R/C	72702	03/03/2022	30.37
	1000-30-30200-515340-00000000-	4111589607	BLANKET-JANITORIAL SERVICES FOR FY22-BRAHAN SPG	72699	03/03/2022	8.50
	1000-30-30200-515340-00000000-	4098121437	BLANKET-JANITORIAL SERVICES-MAX LUTHER COMMUNITY	72702	03/04/2022	14.45
	1000-30-30200-515310-00000000-	4098121430	BLANKET JANITORIAL SERVICES-LAKEWOOD CC	72702	03/04/2022	18.66
	1000-30-30200-515310-00000000-	4100838408	BLANKET JANITORIAL SERVICES-LAKEWOOD CC	72702	03/04/2022	18.66
	1000-30-30200-515310-00000000-	4106188468	BLANKET JANITORIAL SERVICES-LAKEWOOD CC	72702	03/04/2022	18.66
	Total Paid by Vendor					**109.30**
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	256474	Payroll Run 1 - Warrant 220306	72788	03/11/2022	440.43
	Total Paid by Vendor					**440.43**
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11155703	FOR INDIGNENT DEF. SERVICES FOR 11155703	72703	03/04/2022	308.00
	Total Paid by Vendor					**308.00**

COLEMAN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	23023	LAWN MAINTENANCE (BLANKET)	72572	03/02/2022	4,158.34
	Total Paid by Vendor					**4,158.34**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	256465	Payroll Run 1 - Warrant 220306	72789	03/11/2022	1,640.00
	Total Paid by Vendor					**1,640.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000120079400217	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72573	02/28/2022	21.13
	1000-17-17100-515070-00000000-	83969000101809470222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72573	03/01/2022	126.30
	1000-17-17100-515070-00000000-	83969000115986830222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72573	03/02/2022	309.94
	1000-17-17100-515070-00000000-	8396900011602238222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72573	03/02/2022	107.64
	1000-17-17100-515070-00000000-	83969000116343480222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72573	03/02/2022	17.94
	1000-17-17100-515070-00000000-	83969000109586230222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	72820	03/09/2022	90.07
	1000-17-17100-515070-00000000-	83960100100032380222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	03/10/2022	549.55
	1000-17-17100-515070-00000000-	83969000116016440222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	03/10/2022	12.63
	1000-17-17100-515070-00000000-	83969000108001710222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	03/10/2022	10.00
	Total Paid by Vendor					**1,245.20**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	022522-HUNT-B	SUPPLEMENT FOR LARGE BILLS ON CLAMS	72575	03/01/2022	26,102.26
	1000-19-00000-502150-00000000-	1175278	MONTLY TPA FEE FOR 2/22	72706	03/07/2022	7,475.00
	1000-19-00000-502150-00000000-	022522-HUNT	REPLENISH ESCROW FOR WORKERS COMP	72444	02/28/2022	49,815.53
	Total Paid by Vendor					**83,392.79**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA023917 10	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72577	02/28/2022	5,200.00
	1000-55-55300-513050-00000000-	RSA024391 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72577	02/28/2022	5,900.00
	1000-55-55300-513050-00000000-	RSA023473 12	EQUIPMENT RENTAL FOR PWS MAINTENANCE	72577	03/02/2022	1,900.00
	1000-55-55300-513050-00000000-	RSA018294 72	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72708	03/03/2022	2,400.00
	1000-55-55300-513050-00000000-	RSA026829 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72708	03/03/2022	350.00
	1000-55-55300-513050-00000000-	RSA015398 34	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/08/2022	960.00
	1000-55-55300-513050-00000000-	RSA025189 6	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/08/2022	125.00
	1000-55-55300-513050-00000000-	RSA023917 11	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/08/2022	5,200.00
	1000-15-15100-513030-00000000-	SWO049496-1	COM TX 030122/SWO049496-1	72824	03/08/2022	1,651.50
	1000-55-55300-513050-00000000-	RSA024925 13	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/08/2022	8,300.00
	1000-55-55300-513050-00000000-	RSA024927 8	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/08/2022	6,600.00
	1000-55-55300-513050-00000000-	RSA023917 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72824	03/09/2022	5,200.00
	Total Paid by Vendor					**43,786.50**
CPAT DISTRIBUTION, INC.	1000-42-42100-520500-00000000-	3980	FORCIBLE ENTRY MACHINE FOR CPAT	72578	03/01/2022	7,061.85
	Total Paid by Vendor					**7,061.85**
DAIS INC	1000-10-10200-515370-00000000-	NEW-5077	CONTRACTUAL SERVICES FOR MUNICIPAL NOTIFICATIONS	72579	02/28/2022	7,212.00
	Total Paid by Vendor					**7,212.00**
DANA SAFETY SUPPLY	1000-17-17400-515340-00000000-	777606	QUOTE 420752 IT- VAN # 021574	72709	03/07/2022	305.50
	Total Paid by Vendor					**305.50**
DANIEL COLE	1000-14-14300-513010-00000000-	12927	2022 BLANKET ICE MAKER REPAIRS	72571	03/01/2022	343.40
	1000-14-14300-513010-00000000-	12932	2022 BLANKET ICE MAKER REPAIRS	72705	03/07/2022	170.00
	Total Paid by Vendor					**513.40**
DCSC LLC	1000-14-14300-515460-00000000-	032022	2022 BLANKET -2227 DRAKE AVE SUITE 26 LEASE	72580	03/01/2022	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK	1000-00-00000-210180-00000000-	256468	Payroll Run 1 - Warrant 220306	72794	03/11/2022	53.26
	Total Paid by Vendor					**53.26**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	256469	Payroll Run 1 - Warrant 220306	72795	03/11/2022	170.60
	Total Paid by Vendor					**170.60**
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	21524	2022 BLANKET PEST CONTROL SERVICES	72582	03/01/2022	2,390.00
	1000-14-14310-515370-00000000-	22020	2022 BLANKET PEST CONTROL SERVICES	72711	03/04/2022	2,390.00
	1000-53-53200-513010-PK1020XX-	22025	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72711	03/04/2022	10.00
	1000-53-53200-513010-PK1030XX-	22025	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72711	03/04/2022	10.00
	1000-53-53200-513010-PK1040XX-	22025	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72711	03/04/2022	10.00
	1000-14-14300-515340-ERLYWORK-	21644	2022 BLANKET EARLY WORKS PEST CONTROL SVS	72711	03/04/2022	250.00
	Total Paid by Vendor					**5,060.00**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	256467	Payroll Run 1 - Warrant 220306	72793	03/11/2022	216.38
	Total Paid by Vendor					**216.38**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	92741	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	72714	03/03/2022	425.00
	1000-51-00000-515340-00000000-	92801	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	72714	03/03/2022	425.00
	1000-51-00000-515340-00000000-	92604	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	72714	03/03/2022	425.00
	1000-51-00000-515340-00000000-	92047	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	72714	03/03/2022	425.00
	1000-51-00000-515340-00000000-	92259	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	72714	03/03/2022	425.00
	Total Paid by Vendor					**2,125.00**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	032022	2022 BLANKET WAREHOUSE LEASE 12TH AVENUE	72585	03/01/2022	2,583.75

	Total Paid by Vendor					**2,583.75**
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	143.69
	1000-15-15100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	45.46
	1000-41-41100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	84.58
	1000-41-41100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	94.22
	1000-41-41100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	207.54
	1000-41-41100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	272.47
	1000-41-41100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	3,591.01
	1000-42-42100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	33.06
	1000-42-42100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	96.43
	1000-42-42100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	561.94
	1000-50-00000-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	65.29
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	26.45
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	44.91
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	60.89
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	117.23
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	151.85
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	264.62
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	320.55
	1000-52-52100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	419.25
	1000-53-53200-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	50.97
	1000-55-55300-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	1,418.07
	1000-55-55400-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	397.14
	1000-70-70200-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	41.77
	1000-71-71100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	48.49
	1000-74-74100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	38.85
	1000-75-75100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	106.78
	1000-75-75100-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	129.40
	1000-72-00000-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	241.88
	1000-12-12100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	31.59
	1000-14-14100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	272.14
	1000-15-15100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	54.58
	1000-30-30100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	24.66
	1000-30-30100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	32.41
	1000-30-30100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	55.40
	1000-41-41100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	182.88
	1000-41-41100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	357.96
	1000-41-41100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	3,545.60
	1000-42-42100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	42.67
	1000-42-42100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	48.20
	1000-42-42100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	958.62
	1000-50-00000-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	168.48
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	46.83
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	62.62
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	185.90
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	198.13
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	278.07
	1000-52-52100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	298.96
	1000-53-53200-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	63.73
	1000-53-53400-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	92.82
	1000-55-55100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	38.79
	1000-55-55100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	40.44
	1000-55-55300-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	397.00
	1000-55-55400-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	843.51
	1000-70-70200-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	99.18
	1000-71-71100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	48.77
	1000-71-71100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	107.80
	1000-75-75100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	44.34
	1000-75-75100-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	146.05
	1000-72-00000-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	192.04
	1000-30-30100-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	38.35
	1000-41-41100-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	15.89

1000-41-41100-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	53.41
1000-41-41100-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	307.57
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1000-42-42100-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	372.72
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1000-42-42100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	97.57
1000-42-42100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	693.87
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1000-52-52100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	125.30
1000-52-52100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	138.75
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1000-52-52100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	230.21
1000-52-52100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	331.32
1000-53-53400-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	65.04
1000-55-55100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	51.01
1000-55-55100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	57.74
1000-55-55400-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	566.64
1000-70-70200-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	97.56
1000-71-71100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	26.63
1000-71-71100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	63.93
1000-74-74100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	93.63
1000-75-75100-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	227.86
1000-51-00000-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	179.72
1000-72-00000-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	147.71
1000-30-30100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	74.78
1000-41-41100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	35.06
1000-41-41100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	155.30
1000-41-41100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	201.59
1000-41-41100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	2,645.50
1000-42-42100-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	361.86
1000-53-53200-514010-00000000-	CFN-11123	FUELING TRANS DATED 022722	72586	03/02/2022	50.40
1000-14-14100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	174.89
1000-30-30100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	27.24
1000-30-30100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	39.28
1000-41-41100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	170.30
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1000-41-41100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	3,459.96
1000-42-42100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	61.07
1000-42-42100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	122.42
1000-42-42100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	1,146.87
1000-50-00000-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	261.75
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1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	57.34
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1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	73.68
1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	127.43
1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	130.16
1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	168.81
1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	202.96

1000-52-52100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	385.03
1000-53-53200-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	55.05
1000-53-53400-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	70.51
1000-55-55100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	42.72
1000-55-55100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	59.06
1000-55-55300-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	1,247.68
1000-55-55400-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	1,115.21
1000-70-70200-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	31.82
1000-71-71100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	26.09
1000-71-71100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	289.61
1000-74-74100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	40.14
1000-75-75100-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	89.27
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1000-72-00000-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	299.60
1000-12-12100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	16.43
1000-14-14100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	213.64
1000-30-30100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	24.87
1000-41-41100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	31.06
1000-41-41100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	123.52
1000-41-41100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	325.03
1000-41-41100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	3,546.01
1000-42-42100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	6.30
1000-42-42100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	104.44
1000-42-42100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	1,029.17
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	46.02
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	49.03
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	65.46
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1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	121.61
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	143.52
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	146.63
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	176.40
1000-52-52100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	272.80
1000-53-53200-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	62.45
1000-53-53400-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	47.93
1000-55-55100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	99.97
1000-55-55300-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	1,181.81
1000-55-55400-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	449.00
1000-70-70200-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	98.88
1000-71-71100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	65.46
1000-71-71100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	130.65
1000-73-73100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	53.41
1000-74-74100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	49.58
1000-75-75100-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	157.23
1000-43-00000-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	48.48
1000-51-00000-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	113.67
1000-72-00000-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	311.14
1000-55-55400-514010-00000000-	INV-182819	FY22 FUEL BLANKET--MAINTENANCE	72716	03/03/2022	4,674.90
1000-51-00000-514010-00000000-	INV-182947	BLANKET PO FOR GASOLINE FOR MAPLE HILL CEMETERY	72716	03/04/2022	930.91
1000-00-00000-610039-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	80.81
1000-12-12100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	32.92
1000-14-14100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	259.85
1000-15-15100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	63.45
1000-30-30100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	27.54
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1000-30-30100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	53.87
1000-41-41100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	84.43
1000-41-41100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	103.58
1000-41-41100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	267.63
1000-41-41100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	456.20

	1000-41-41100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	3,991.60
	1000-42-42100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	181.07
	1000-42-42100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	1,192.64
	1000-50-00000-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	46.69
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	28.73
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	67.37
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	133.94
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	149.70
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	158.93
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	164.41
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	219.39
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	263.00
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	279.80
	1000-52-52100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	452.15
	1000-53-53100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	53.57
	1000-53-53200-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	59.86
	1000-55-55100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	41.02
	1000-55-55100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	41.60
	1000-55-55300-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	1,048.14
	1000-55-55400-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	648.50
	1000-71-71100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	52.68
	1000-71-71100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	63.17
	1000-73-73100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	29.93
	1000-74-74100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	96.69
	1000-75-75100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	46.69
	1000-75-75100-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	157.32
	1000-72-00000-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	133.50
	1000-14-14100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	36.83
	1000-15-15100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	94.28
	1000-41-41100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	44.00
	1000-41-41100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	255.65
	1000-41-41100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	332.89
	1000-41-41100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	3,801.17
	1000-42-42100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	72.45
	1000-42-42100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	770.66
	1000-50-00000-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	114.04
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	46.99
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	81.12
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	121.25
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	146.36
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	168.50
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	188.68
	1000-52-52100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	470.85
	1000-53-53400-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	137.41
	1000-53-53500-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	73.25
	1000-55-55100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	54.79
	1000-55-55300-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	1,118.33
	1000-55-55400-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	764.84
	1000-70-70200-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	172.41
	1000-71-71100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	83.52
	1000-71-71100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	345.10
	1000-74-74100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	53.29
	1000-75-75100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	158.35
	1000-75-75100-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	415.99
	1000-72-00000-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	163.47
	1000-55-55400-514010-00000000-	INV-182989	FY22 FUEL BLANKET--MAINTENANCE	PCard	03/10/2022	3,054.50
	Total Paid by Vendor					**85,730.16**
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41100-515370-00000000-	02202022	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	72717	03/04/2022	12,500.00
	1000-41-41100-515370-00000000-	03202022	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	PCard	03/10/2022	12,500.00
	Total Paid by Vendor					**25,000.00**
EMERGENCY SERVICES EDUCATION & CONSULTING	1000-42-42100-515050-00000000-	1967	AHA INSTRUCTOR CERTIFICATION	PCard	03/10/2022	2,325.00
	Total Paid by Vendor					**2,325.00**

EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONT 220220	RSA-1 CONTRIBUTIONS WARR 220220	72443	02/28/2022	6,631.76
	Total Paid by Vendor					**6,631.76**
ENTERPRISE RENT-A-CAR	1000-41-41100-515790-00000000-	257009	PETERSON/NABORS- MISSOULA, MT- RENTAL CAR	PCard	03/07/2022	187.45
	Total Paid by Vendor					**187.45**
ERIN ATKINS	1000-43-00000-515043-00000000-	63	FOR INDIGENT DEF. SERVICES FOR 11150522	72718	03/04/2022	329.00
	1000-43-00000-515043-00000000-	62	FOR INDIGENT DEF. SERVICES FOR 11151879	72718	03/04/2022	357.00
	Total Paid by Vendor					**686.00**
ERIN JONES	1000-50-00000-515340-00000000-	01/03/22 - 01/31/22	BLANKET RELIEF VET SERVICES	72827	03/08/2022	562.50
	Total Paid by Vendor					**562.50**
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	20334	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	675.00
	1000-18-00000-515372-00000000-	20335	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/10/2022	8,000.00
	Total Paid by Vendor					**8,675.00**
FALCONSTOR INC	1000-17-17100-515250-00000000-	37225	SOLE SOURCE FALCONSTOR 2022-23 SUPPORT RENEWAL IT	72829	03/09/2022	20,335.29
	Total Paid by Vendor					**20,335.29**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14592770	2022 BLANKET HVAC FILTER SERVICE	72830	03/08/2022	5,653.64
	Total Paid by Vendor					**5,653.64**
FLEET FUELING	1000-41-41100-514010-00000000-	78917592	MONTHLY FUEL CHARGES - BLANKET PO	PCard	03/10/2022	191.69
	Total Paid by Vendor					**191.69**
FLINT RIVER ANIMAL HOSPITAL	1000-50-00000-515163-00000000-	709	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	100.00
	1000-50-00000-515163-00000000-	708	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	120.00
	1000-50-00000-515163-00000000-	707	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	110.00
	1000-50-00000-515163-00000000-	706	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	110.00
	1000-50-00000-515163-00000000-	705	BLANKET LISP/SPAY/NEUTER/RABIES	PCard	03/11/2022	105.00
	Total Paid by Vendor					**545.00**
FRAME WORLD ART GALLERY	1000-51-00000-515340-00000000-	52588	FRAMING OF OLD CEMETERY MAPS FOR MAPLE HILL	72723	03/07/2022	760.00
	Total Paid by Vendor					**760.00**
GALLS LLC	1000-41-41250-515340-00000000-	020182329	SWAT LOCK BOX	72724	03/03/2022	87.75
	1000-41-41304-515670-00000000-	020317102	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	119.70
	1000-41-41304-515670-00000000-	020317131	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	142.96
	1000-41-41304-515670-00000000-	020317185	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	71.84
	1000-41-41304-515670-00000000-	020284929	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	142.96
	1000-41-41304-515670-00000000-	020284930	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	71.48
	1000-41-41304-515670-00000000-	020274305	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	115.54
	1000-41-41304-515670-00000000-	020274597	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	71.84
	1000-41-41304-515670-00000000-	020274717	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	39.90
	1000-41-41304-515670-00000000-	020260167	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	80.16
	1000-41-41304-515670-00000000-	020260102	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	35.92
	1000-41-41304-515670-00000000-	020238974	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	40.08
	1000-41-41304-515670-00000000-	020227271	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	119.70
	1000-41-41304-515670-00000000-	020226965	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	71.84
	1000-41-41304-515670-00000000-	020162953	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	150.00
	1000-41-41304-515670-00000000-	020147029	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72724	03/04/2022	78.16
	1000-41-41306-515670-00000000-	GALLS FEB 22	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	72831	03/08/2022	7,558.39
	1000-41-41100-515670-00000000-	GALLS FEB 22A	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	72831	03/08/2022	62,103.96
	1000-41-41304-515670-00000000-	020406272	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72832	03/09/2022	29.76
	1000-41-41304-515670-00000000-	020469392	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72831	03/09/2022	79.80
	1000-41-41304-515670-00000000-	020343393	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72832	03/09/2022	39.90
	1000-41-41304-515670-00000000-	020383261	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72831	03/09/2022	79.80
	1000-41-41304-515670-00000000-	020383254	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	72832	03/09/2022	71.84
	1000-41-41100-515670-00000000-	020355437	CADET PT GEAR	72831	03/09/2022	576.50
	1000-41-41100-515670-00000000-	020461596	CADET PT GEAR	72831	03/09/2022	292.00
	1000-41-41100-515670-00000000-	020527358	CADET PT GEAR	72831	03/09/2022	575.00
	1000-41-41100-515670-00000000-	020350712	CADET PT GEAR	72832	03/09/2022	30.00
	1000-41-41100-515670-00000000-	020439050	PT OFFICER TOMLIN UNIFORMS	72831	03/09/2022	211.66
	1000-41-41100-515670-00000000-	020378528	BOMB SQUAD CALL-OUT UNIFORMS	72832	03/09/2022	79.01
	1000-41-41100-515670-00000000-	020458764	BOMB SQUAD CALL-OUT UNIFORMS	72831	03/09/2022	1,662.20
	1000-41-41100-515670-00000000-	020406339	BIKE PATROL UNIFORMS	72831	03/09/2022	1,689.51
	1000-41-41100-515670-00000000-	020515822	BIKE PATROL UNIFORMS	72831	03/09/2022	1,590.20
	1000-41-41100-515670-00000000-	020493069	IRT UNIFORMS	72831	03/09/2022	557.35
	1000-41-41100-515670-00000000-	020532366	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72831	03/09/2022	85.04
	1000-41-41100-515670-00000000-	020425592	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72831	03/09/2022	166.20
	1000-41-41306-515670-00000000-	020370689	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	153.83

	1000-41-41306-515670-00000000-	020385269	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	229.36
	1000-41-41306-515670-00000000-	020458652	SAFETY PATROL NEW HIRE BLANKET PO	72832	03/09/2022	46.57
	1000-41-41306-515670-00000000-	020467401	SAFETY PATROL NEW HIRE BLANKET PO	72832	03/09/2022	63.34
	1000-41-41306-515670-00000000-	020467402	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	103.01
	1000-41-41306-515670-00000000-	020482370	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	200.62
	1000-41-41306-515670-00000000-	020505294	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	180.78
	1000-41-41306-515670-00000000-	020516124	SAFETY PATROL NEW HIRE BLANKET PO	72832	03/09/2022	26.75
	1000-41-41306-515670-00000000-	020516520	SAFETY PATROL NEW HIRE BLANKET PO	72831	03/09/2022	134.59
	1000-41-41100-515670-00000000-	020487714	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	425.20
	1000-41-41100-515670-00000000-	020470319	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	2,607.44
	1000-41-41100-515670-00000000-	020550316	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	261.24
	1000-41-41100-515670-00000000-	020408758	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	665.00
	1000-41-41100-515670-00000000-	020487832	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	350.55
	1000-41-41100-515670-00000000-	020527768	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	80.31
	1000-41-41100-515670-00000000-	020418736	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	4,390.48
	1000-41-41100-515670-00000000-	020427899	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	114.95
	1000-41-41100-515670-00000000-	020470569	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	1,288.92
	1000-41-41100-515670-00000000-	0205008666	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	72831	03/09/2022	2,175.29
	1000-41-41100-515670-00000000-	020512406	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	PCard	03/10/2022	(2,255.60)
	Total Paid by Vendor					**90,160.58**
GEN-CO INC	1000-14-14300-513010-00000000-	21154	2022 BLANKET GENERATOR REPAIRS	72726	03/07/2022	2,945.00
	1000-14-14300-513010-00000000-	21144	2022 BLANKET GENERATOR REPAIRS	PCard	03/11/2022	605.96
	Total Paid by Vendor					**3,550.96**
GERALD L VINES	1000-43-00000-515370-00000000-	3604 2ND SESSION	INSTR FOR D.D.C. 8HR CLASS 2/24/22 3904 2ND SESSIO	72668	03/02/2022	100.00
	Total Paid by Vendor					**100.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	253693	TIRES	72836	03/08/2022	2,728.40
	1000-00-00000-140101-00000000-	253734	TIRES	72836	03/08/2022	468.88
	1000-00-00000-140101-00000000-	253724	TIRES	72836	03/08/2022	849.70
	Total Paid by Vendor					**4,046.98**
GORRIE REGAN & ASSOCIATES	1000-17-17100-515070-00000000-	16341	FY22 BLANKET PO GORRIE REGAN INTERNET SERVICES PK	72730	03/07/2022	720.00
	Total Paid by Vendor					**720.00**
GRACE MATTHEWS & DEBRO LLC	1000-16-16100-515370-00000000-	11067	HEARING OFFICER SERV. FOR DISCIP. HEARING	72834	03/09/2022	1,475.00
	Total Paid by Vendor					**1,475.00**
GRAYBAR ELECTRIC COMPANY	1000-75-75300-515340-00000000-	9325513307	MULTIMETERS FOR TIM	72594	02/28/2022	832.16
	1000-14-14300-513010-00000000-	9325572429	MAPLE HILL CEMETERY -WO# 145847	72481	02/28/2022	207.43
	1000-14-14300-513010-00000000-	9325506791	FLEET SERVICES -ELECTRICAL REPAIR PARTS	72481	02/28/2022	1,721.76
	1000-17-17300-520200-00000000-	9325535907	PUNCHOUT FOR IT-TECHNICIAN	72594	03/01/2022	1,261.23
	1000-14-14300-513010-00000000-	9325612991	MERRIMACK SOCCER - ELECTRICAL REPAIR WO#153961	72594	03/01/2022	1,828.35
	1000-14-14300-513010-00000000-	9325632135	MERRIMACK SOCCER - ELECTRICAL REPAIR WO#153961	72731	03/03/2022	3,345.60
	1000-14-14300-513010-00000000-	9325675978	FERNBELL GYM WO# 153279 ELECTRICAL SUPPLIES	72731	03/03/2022	12.76
	1000-14-14300-513010-00000000-	9325692007	MERRIMACK SOCCER - ELECTRICAL REPAIR WO#153961	72731	03/03/2022	1,361.70
	1000-14-14300-513010-00000000-	9325692009	FERNBELL GYM WO# 153279 ELECTRICAL SUPPLIES	72731	03/03/2022	166.91
	1000-14-14300-513010-00000000-	9325651605	FERNBELL GYM WO# 153279 ELECTRICAL SUPPLIES	72837	03/08/2022	332.99
	1000-14-14300-513010-00000000-	9325755830	MERRIMACK SOCCER - ELECTRICAL REPAIR WO#153961	72837	03/09/2022	1,361.70
	Total Paid by Vendor					**12,432.59**
GT DISTRIBUTORS OF GEORGIA	1000-41-41250-515340-00000000-	INV0888659	PEPPERBALL AMMO-SWAT	72733	03/03/2022	2,322.70
	Total Paid by Vendor					**2,322.70**
GULF STATES DISTRIBUTORS	1000-41-41100-515340-00000000-	1411242-IN	SUPPRESSORS STAC/SWAT	72596	03/01/2022	9,456.00
	Total Paid by Vendor					**9,456.00**
HB NEXT CORPORATION	1000-55-55100-515790-00000000-	379720	OSHA TRAINING FOR PWS	72598	02/28/2022	6,482.40
	Total Paid by Vendor					**6,482.40**
HELEN MARIE FORD	1000-30-30200-515370-00000000-	H.FORD 030122	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	72839	03/08/2022	84.00
	Total Paid by Vendor					**84.00**
HILL LAWNMOWER & CHAINSAW CO	1000-52-52200-515340-00000000-	152059	CHAINSAW CHAINS FOR FORESTRY	72840	03/09/2022	69.38
	1000-51-00000-515340-00000000-	152960	BLANKET PURCHASE ORDMOWER BELTS/MISC REPAIR ITEMS	72840	03/09/2022	139.90
	Total Paid by Vendor					**209.28**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	241624991	BLANKET FOR DOG AND CAT FOOD	PCard	03/10/2022	216.20
	1000-50-00000-515160-00000000-	241492105	BLANKET FOR DOG AND CAT FOOD	PCard	03/10/2022	21.67
	1000-50-00000-515160-00000000-	241406092	BLANKET FOR DOG AND CAT FOOD	PCard	03/10/2022	138.60
	Total Paid by Vendor					**376.47**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	302649	BLANKET PURCHASE ORDER	72599	02/28/2022	75.57
	1000-42-42100-515340-00000000-	315516	BLANKET PURCHASE ORDER	72599	03/01/2022	68.70

	1000-42-42100-515340-00000000-	325568	BLANKET PURCHASE ORDER	72735	03/04/2022	75.57
	1000-42-42100-515340-00000000-	335635	BLANKET PURCHASE ORDER	PCard	03/11/2022	68.70
	Total Paid by Vendor					**288.54**
HOME DEPOT USA INC	1000-42-42100-515340-00000000-	669199218	MONTHLY JANITORIAL SUPPLIES	72600	02/28/2022	51.59
	1000-51-00000-515340-00000000-	671247229	MAPLE HILL,203 MAPLE HILL DR.HSV,AL35801	72600	03/02/2022	122.76
	1000-42-42100-515340-00000000-	664457215	MONTHLY STATION JANITORIAL SUPPLIES	72600	03/02/2022	782.70
	1000-52-52200-515340-00000000-	671506798	CAN LINERS - HORTICULTURE/SPECIAL EVENTS	72736	03/03/2022	6,228.00
	1000-55-55100-515340-00000000-	670229277	JANITORIAL SUPPLIES FOR PWS MAINTENANCE	72736	03/04/2022	57.09
	1000-55-55400-515340-00000000-	670229277	JANITORIAL SUPPLIES FOR PWS MAINTENANCE	72736	03/04/2022	40.47
	1000-55-55400-515340-00000000-	670229269	JANITORIAL SUPPLIES FOR PWS MAINTENANCE	72736	03/04/2022	49.60
	1000-14-14310-515310-00000000-	672053667	GENERAL SERVICES JANITORIAL SUPPLIES	72736	03/04/2022	907.65
	1000-52-52700-513010-00000000-	671777662	CAN LINERS - SOUTH MAINTENANCD	72736	03/04/2022	1,089.90
	1000-55-55400-515340-00000000-	671777845	JANITORIAL SUPPLIES FOR STOCK	72736	03/04/2022	167.40
	1000-55-55400-515340-00000000-	671777837	JANITORIAL SUPPLIES FOR STOCK	72736	03/04/2022	245.76
	1000-14-14310-515310-00000000-	672601960	GENERAL SERVICES JANITORIAL SUPPLIES	PCard	03/10/2022	166.76
	1000-14-14310-515310-00000000-	672601978	GENERAL SERVICE JANITORIAL SUPPLIES	PCard	03/10/2022	85.92
	1000-41-41100-515340-00000000-	672053675	704 FIBER STREET NW - A. DAY 427-7174	PCard	03/10/2022	20.56
	Total Paid by Vendor					**10,016.16**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52600-513010-00000000-	27554	BALL FIELD MATERIALS - NORTH	PCard	03/10/2022	2,633.76
	Total Paid by Vendor					**2,633.76**
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	COHMF22522	MAYFAIR PARK REMOVE FENCE WIRE & REPLACE	PCard	03/10/2022	9,181.92
	Total Paid by Vendor					**9,181.92**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND. DEF. SER. 2/22	INDIGENT DEF. SERVICES FOR FEB 2022	72601	03/02/2022	43,500.00
	Total Paid by Vendor					**43,500.00**
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1057XX-	211010017379 2/22S	SPRINKLER USAGE FOR GARAGES (BLANKET)	72485	02/28/2022	57.68
	1000-53-53200-515700-PK1010XX-	211010017379 2/22E	ELECTRIC USAGE FOR GARAGES (BLANKET)	72485	02/28/2022	64.80
	1000-53-53200-515700-PK1051XX-	221010366944 2/22	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72485	02/28/2022	79.63
	1000-53-53200-515700-PK1051XX-	221010366951 2/22	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72485	02/28/2022	58.27
	1000-53-53200-515700-PK1055XX-	2110100704510221	ELECTRIC USAGE FOR GARAGES (BLANKET)	72602	02/28/2022	172.05
	1000-53-53200-515700-PK1040XX-	2110100161900222	ELECTRIC USAGE FOR GARAGES (BLANKET)	72602	02/28/2022	2,230.55
	1000-53-53200-515700-PK1040XX-	2110100162110222	SPRINKLER USAGE FOR GARAGES (BLANKET)	72602	02/28/2022	57.68
	1000-53-53200-515700-PK1020XX-	2110100159650222	SPRINKLER USAGE FOR GARAGES (BLANKET)	72602	02/28/2022	57.68
	1000-53-53200-515700-PK1051XX-	2210103669460222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	537.91
	1000-53-53200-515700-PK1051XX-	2210103669480222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	57.68
	1000-53-53200-515700-PK1051XX-	2210103669500222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	1,736.01
	1000-53-53200-515700-PK1051XX-	2210103669520222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	894.23
	1000-53-53200-515700-PK1051XX-	2210103669430222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	12.34
	1000-53-53200-515700-PK1051XX-	2210103669400222	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	72602	02/28/2022	20.00
	1000-14-14300-515460-00000000-	032022	2022 BLANKET - LEASE ITS SPACE FROM HSV UTILITIES	72602	03/01/2022	11,897.25
	1000-53-53200-515700-PK1020XX-	2110100708360222	SPRINKLER USAGE FOR GARAGES (BLANKET)	72737	03/03/2022	57.68
	1000-53-53200-515700-PK1030XX-	211010071712-022122	ELECTRIC USAGE FOR GARAGES (BLANKET)	72737	03/03/2022	18.57
	1000-53-53200-515700-PK1060XX-	2210101320480222	ELECTRIC USAGE FOR GARAGES (BLANKET)	72737	03/03/2022	2,746.10
	1000-53-53200-515700-PK1020XX-	211010015833-022122	ELECTRIC USAGE FOR GARAGES (BLANKET)	72737	03/04/2022	6,941.22
	1000-53-53200-515700-PK1010XX-	211010010035022 2	ELECTRIC USAGE FOR GARAGES (BLANKET)	72737	03/07/2022	12.34
	Total Paid by Vendor					**27,709.67**
HYDRA SERVICE INC	1000-55-55300-513050-00000000-	155790	PUMP RENTAL FOR PWS CONSTRUCTION	72739	03/04/2022	2,712.00
	Total Paid by Vendor					**2,712.00**
ILENE S SHOEMAKER	1000-18-00000-515372-00000000-	221-007	BLANKET - OUTSIDE LEGAL SERVICES	72647	03/02/2022	475.00
	Total Paid by Vendor					**475.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-52-52900-515340-00000000-	51824	SUPPLIES FOR HAYS (BLANKET)	72604	03/01/2022	153.17
	1000-75-75300-515340-00000000-	51691	HARNESS & LANYARD-OLANDO WILSON	72604	03/01/2022	244.81
	1000-52-52700-515340-00000000-	52307	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	72604	03/01/2022	167.00
	1000-52-52200-515340-00000000-	52280	FORESTRY/HORTICULTURE (BLANKET PO)	72604	03/01/2022	142.96
	1000-52-52300-515340-00000000-	52306	SPARKLE/CENTRAL (BLANKET PO)	72604	03/01/2022	102.95
	1000-52-52300-515340-00000000-	52261	SPARKLE/CENTRAL (BLANKET PO)	72604	03/01/2022	429.42
	1000-55-55300-515340-00000000-	52329	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/01/2022	32.69
	1000-55-55300-515340-00000000-	52336	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/01/2022	14.52
	1000-55-55300-515340-00000000-	52314	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/01/2022	57.18
	1000-52-52300-515340-00000000-	52468	SPARKLE/CENTRAL (BLANKET PO)	72604	03/02/2022	138.52
	1000-52-52200-515340-00000000-	52467	OPERATING MATERIALS FOR SPECIAL EVENTS	72604	03/02/2022	337.08
	1000-52-52300-515340-00000000-	52426	SPARKLE/CENTRAL (BLANKET PO)	72604	03/02/2022	123.26
	1000-52-52300-515340-00000000-	52391	SPARKLE/CENTRAL (BLANKET PO)	72604	03/02/2022	253.74

		1000-52-52300-515340-00000000-	52385	SPARKLE/CENTRAL (BLANKET PO)	72604	03/02/2022	29.59
		1000-55-55300-515340-00000000-	52416	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/02/2022	396.60
		1000-55-55300-515340-00000000-	52392	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/02/2022	309.04
		1000-55-55300-515340-00000000-	52418	FY22 PWS ALL MATERIAL (BLANKET PO)	72604	03/02/2022	20.29
		1000-52-52900-515340-00000000-	52437	SUPPLIES FOR HAYS (BLANKET)	72604	03/02/2022	901.93
		1000-55-55400-515340-00000000-	51410	FY22 PWS MAINT/CONST BID ITEMS	72740	03/04/2022	43.13
		1000-55-55400-515340-00000000-	52220	FY22 PWS MAINT/CONST BID ITEMS	72842	03/08/2022	35.78
		1000-42-42100-515340-00000000-	52584	OIL DRY-BLANKET PURCHASE ORDER	72842	03/09/2022	332.50
		1000-55-55300-515340-00000000-	52517	FY22 PWS ALL MATERIAL (BLANKET PO)	72842	03/09/2022	23.08
		1000-55-55300-515340-00000000-	52481	FY22 PWS ALL MATERIAL (BLANKET PO)	72842	03/09/2022	72.21
		1000-55-55300-515340-00000000-	52539	FY22 PWS ALL MATERIAL (BLANKET PO)	72842	03/09/2022	52.19
		1000-55-55300-515340-00000000-	52548	FY22 PWS ALL MATERIAL (BLANKET PO)	72842	03/09/2022	9.41
		1000-55-55400-515340-00000000-	52248	FY22 PWS MAINT/CONST BID ITEMS	72842	03/09/2022	21.29
		1000-55-55300-515340-00000000-	52628	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	03/10/2022	102.69
		1000-55-55300-515340-00000000-	52569	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	03/10/2022	64.53
		1000-55-55400-515340-00000000-	52572	FY22 PWS MAINT/CONST BID ITEMS	PCard	03/10/2022	152.50
		1000-55-55400-515340-00000000-	52520	FY22 PWS MAINT/CONST BID ITEMS	PCard	03/10/2022	113.32
		1000-55-55400-515340-00000000-	52217	FY22 PWS MAINT/CONST BID ITEMS	PCard	03/10/2022	80.55
		Total Paid by Vendor					**4,957.93**
	INSIGHT PUBLIC SECTOR	1000-17-17400-520300-00000000-	1100915653	1 ADDITIONAL BLUEBEAM SEAT FOR GS	72605	03/02/2022	612.48
		1000-17-17400-520200-00000000-	1100906573	QUOTE 224365268 FIRE DEPT. GETACS F110 G6	72605	03/02/2022	1,639.98
		1000-17-17400-520200-00000000-	1100911434	QUOTE 224365234 FIRE DEPT. GETAC K120 G2	72741	03/03/2022	2,575.98
		1000-17-17400-520200-00000000-	1100914932	QUOTE 224365234 FIRE DEPT. GETAC K120 G2	72741	03/03/2022	267.90
		1000-17-17400-520200-00000000-	1100914301	QUOTE 224365268 FIRE DEPT. GETACS F110 G6	72741	03/03/2022	6,905.40
		Total Paid by Vendor					**12,001.74**
	JAKE MARSHALL SERVICE INC	1000-43-00000-520500-00000000-	HUNTSVILLE-439960	FENCE FOR MJPSC	72608	03/02/2022	720.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-440821	2022 BLANKET PO REPAIRS HONEYWELL	72742	03/03/2022	180.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-440848	2022 BLANKET PO REPAIRS HONEYWELL	72742	03/03/2022	90.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-440826	2022 BLANKET PO REPAIRS HONEYWELL	72742	03/03/2022	360.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-440827	2022 BLANKET PO REPAIRS HONEYWELL	72742	03/03/2022	1,710.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-440828	2022 BLANKET PO REPAIRS HONEYWELL	72742	03/03/2022	3,240.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-441879	2022 BLANKET PO REPAIRS HONEYWELL	72844	03/08/2022	1,080.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-441712	2022 BLANKET PO REPAIRS HONEYWELL	72844	03/08/2022	437.23
		Total Paid by Vendor					**7,817.23**
	JAMES MONAGHAN	1000-14-14300-513010-00000000-	4881	SHOWERS YMCA AWNING REPAIRS	90000156	02/28/2022	4,940.00
		Total Paid by Vendor					**4,940.00**
	JAMES R HALL	1000-41-41100-515340-00000000-	52325	TOWING & IMPOUND FEES	PCard	03/11/2022	925.00
		1000-41-41100-515340-00000000-	52818	TOWING & IMPOUND FEES	PCard	03/11/2022	925.00
		1000-41-41100-515340-00000000-	53206	TOWING & IMPOUND FEES	PCard	03/11/2022	35.00
		1000-41-41100-515340-00000000-	54674	TOWING & IMPOUND FEES	PCard	03/11/2022	65.00
		1000-41-41100-515340-00000000-	54738	TOWING & IMPOUND FEES	PCard	03/11/2022	35.00
		1000-41-41100-515340-00000000-	54791	TOWING & IMPOUND FEES	PCard	03/11/2022	35.00
		1000-41-41100-515340-00000000-	55159	TOWING & IMPOUND FEES	PCard	03/11/2022	105.00
		1000-41-41100-515340-00000000-	55228	TOWING & IMPOUND FEES	PCard	03/11/2022	35.00
		1000-41-41100-515340-00000000-	55340	TOWING & IMPOUND FEES	PCard	03/11/2022	35.00
		Total Paid by Vendor					**2,195.00**
	JE WEINEL INC	1000-42-42100-515340-00000000-	INV218300	CASCADE RESCUE LITTER	PCard	03/11/2022	1,215.78
		Total Paid by Vendor					**1,215.78**
	JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUDGE 2/24/22 AFT	SUB JUDGE FOR MUNICIPAL COURT 2/24/22	72581	02/28/2022	300.00
		Total Paid by Vendor					**300.00**
	KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH 030122	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	72845	03/08/2022	84.00
		Total Paid by Vendor					**84.00**
	KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	198807	COM TX 022122/198807	72743	03/03/2022	22.50
		1000-15-15100-513030-00000000-	198885	COM TX 022822/198885	72743	03/03/2022	88.00
		1000-15-15100-513030-00000000-	198885	COM TX 022822/198885	72743	03/03/2022	262.00
		1000-15-15100-513030-00000000-	198934	COM TX 022822/198934	72743	03/03/2022	9.00
		1000-15-15100-513030-00000000-	198934	COM TX 022822/198934	72743	03/03/2022	165.00
		1000-15-15100-513030-00000000-	198942	COM TX 022822/198942	72743	03/03/2022	35.00
		1000-15-15100-513030-00000000-	198942	COM TX 022822/198942	72743	03/03/2022	116.00
		1000-15-15100-513030-00000000-	198942	COM TX 022822/198942	72743	03/03/2022	680.00
		1000-15-15100-513030-00000000-	198944	COM TX 022822/198944	72743	03/03/2022	95.00
		1000-15-15100-513030-00000000-	198944	COM TX 022822/198944	72743	03/03/2022	664.00

	1000-15-15100-513030-00000000-	198945	COM TX 022822/198945	72743	03/03/2022	85.00
	1000-15-15100-513030-00000000-	198945	COM TX 022822/198945	72743	03/03/2022	114.10
	1000-15-15100-513030-00000000-	198949	COM TX 022822/198949	72743	03/03/2022	88.00
	1000-15-15100-513030-00000000-	198989	COM TX 022822/198989	72743	03/03/2022	28.00
	1000-15-15100-513030-00000000-	198989	COM TX 022822/198989	72743	03/03/2022	215.00
	1000-15-15100-513030-00000000-	198997	COM TX 022822/198997	72743	03/03/2022	95.00
	1000-15-15100-513030-00000000-	199058	COM TX 030222/199058	72846	03/08/2022	95.00
	1000-15-15100-513030-00000000-	199115	COM TX 030222/199115	72846	03/08/2022	95.00
	1000-15-15100-513030-00000000-	199158	COM TX 030222/199158	72846	03/08/2022	220.00
	Total Paid by Vendor					**3,171.60**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0196396380222	FY22 BLANKET PO FOR WOW SERVICES COH	72676	03/02/2022	34.66
	1000-17-17100-515070-00000000-	0195700030222	FY22 BLANKET PO FOR WOW SERVICES COH	72676	03/02/2022	1.88
	1000-17-17100-515070-00000000-	0196528880222	FY22 BLANKET PO FOR WOW SERVICES COH	72676	03/02/2022	39.58
	1000-17-17100-515070-00000000-	0194584020222	FY22 BLANKET PO FOR WOW SERVICES COH	72676	03/02/2022	2,864.34
	1000-17-17100-515070-00000000-	0196520820222	FY22 BLANKET PO FOR WOW SERVICES COH	72676	03/02/2022	59.91
	1000-17-17100-515070-00000000-	0196197590322	FY22 BLANKET PO FOR WOW SERVICES COH	PCard	03/11/2022	2.00
	Total Paid by Vendor					**3,002.37**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9008294015	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72609	03/01/2022	98.20
	1000-17-17100-515250-00000000-	278039919	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72609	03/01/2022	130.68
	1000-17-17100-515250-00000000-	278082363	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	195.36
	1000-17-17100-515250-00000000-	278082362	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	18.46
	1000-17-17100-515250-00000000-	278081991	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	20.44
	1000-17-17100-515250-00000000-	278082433	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	5.65
	1000-17-17100-515250-00000000-	278082437	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	94.22
	1000-17-17100-515250-00000000-	278082602	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72744	03/04/2022	84.31
	1000-17-17100-515250-00000000-	9008441393	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	PCard	03/10/2022	496.93
	Total Paid by Vendor					**1,144.25**
LANIER FORD SHAVER & PAYNE PC	1000-16-16100-515370-00000000-	152514	HEARING OFFICER SERVICES FOR DISCIPLINARY HEARING	72490	02/28/2022	125.00
	1000-18-00000-515372-00000000-	153337	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	6,494.00
	1000-18-00000-515372-00000000-	153336	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	125.00
	1000-18-00000-515372-00000000-	153335	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	2,825.00
	1000-18-00000-515372-00000000-	153334	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	25.00
	1000-18-00000-515372-00000000-	153333	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	20,054.00
	1000-18-00000-515372-00000000-	153332	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	37,305.83
	1000-18-00000-515372-00000000-	153331	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	1,567.50
	1000-18-00000-515372-00000000-	153330	BLANKET - OUTSIDE LEGAL SERVICES	72848	03/09/2022	5,960.50
	Total Paid by Vendor					**74,481.83**
LEE COMPANY	1000-14-14300-513010-00000000-	2484573	COVE PARK- REPAIR LEAK AT METER INSTALL PRV	PCard	03/10/2022	(497.80)
	1000-14-14300-513010-00000000-	2484573	COVE PARK- REPAIR LEAK AT METER INSTALL PRV	PCard	03/10/2022	3,972.80
	Total Paid by Vendor					**3,475.00**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1629841-20220228	RISK DATA MANAGEMENT (BLANKET PO)	72849	03/09/2022	350.49
	Total Paid by Vendor					**350.49**
LIFT SERVICE INC	1000-14-14300-515340-00000000-	PM 61036	BLANKET 2022 PO FORKLIFT PM -GENERAL SERVICES	72610	03/01/2022	147.48
	Total Paid by Vendor					**147.48**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	1.65
	1000-15-15100-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	1.79
	1000-15-15100-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	2.34
	1000-15-15100-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	3.09
	1000-15-15100-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	3.14
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1000-15-15100-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	1.81
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1000-55-55300-514010-00000000-	230142	FY22 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	72745	03/07/2022	661.39
1000-15-15100-515340-00000000-	230152	SHOP SUPPLIES	72745	03/07/2022	443.93
1000-15-15100-513030-00000000-	223311-231589	OPEN INVOICES THRU 2/15/22 NOT ON IMPORT FILES	72746	03/07/2022	7,139.39
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1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	1.67
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1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	10.43
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1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	58.43
1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	65.98
1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	67.92
1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	83.09
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1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	117.42
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1000-15-15100-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	138.88
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1000-15-15100-513030-00000000-	232185	NAPARETURNTRAN 030422	72745	03/07/2022	(18.00)
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	2.32
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	2.74
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	3.60
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	6.28
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	13.41
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	27.92
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	32.56
1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	34.57
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	36.43
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	52.09

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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	55.67
1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	55.88
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1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	124.83
1000-15-15100-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	180.72
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1000-15-15100-513030-00000000-	232234	NAPARETURNTRAN 030722	72852	03/09/2022	(18.00)
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	2.16
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	2.94
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	3.15
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	5.80
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	7.62
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	8.44
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	10.59
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	11.37
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	83.60
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1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	115.76
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	131.28
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	135.93
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	195.93
1000-15-15100-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	546.84
1000-55-55300-514010-00000000-	231829	FY22 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	PCard	03/10/2022	745.96
1000-55-55300-514010-00000000-	232008	FY22 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	PCard	03/10/2022	56.87
1000-55-55400-514010-00000000-	231828	FY22 DEF FLUID BLANKET-PWS	PCard	03/10/2022	776.00
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	0.51
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1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	2.14
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1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	12.80
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1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	15.32
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	15.85
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	17.37
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	17.86
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	19.99
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1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	31.08
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	32.88
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	34.06
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	59.31
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	61.81
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	70.22
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	97.28
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	118.41
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	191.99
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	236.45
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	242.31
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	261.06
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	553.49
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	613.96
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	732.60
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	944.02
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	956.72
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	1,220.94
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	1,369.24
1000-15-15100-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	3,471.06
1000-70-70200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	5.62
1000-70-70200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	440.70
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	2.30
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	2.94
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	3.60
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	4.30
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	4.35
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	5.88
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	6.43
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	6.44
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	6.68
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	7.20
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	7.90
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	8.14
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	8.44
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	8.94
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	10.13
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	10.32
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	10.40
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	11.04
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	11.45
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	11.69
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	11.73
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	12.43
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	12.48
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	13.95
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	14.68
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	16.10
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	18.00
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	19.54
1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	20.82

	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	21.44
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	25.34
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	26.74
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	30.21
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	31.56
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	36.00
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	37.60
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	37.66
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	44.52
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	49.32
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	55.80
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	59.78
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	61.87
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	72.48
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	80.94
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	90.44
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	93.14
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	98.03
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	99.40
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	103.52
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	125.55
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	155.28
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	227.24
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	263.25
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	524.76
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	784.98
	1000-15-15100-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	1,957.48
	1000-70-70200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	4.35
	1000-70-70200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	7.34
	1000-15-15100-513030-00000000-	232375	NAPARETURNTRAN 031022	PCard	03/11/2022	(263.25)
	Total Paid by Vendor					**68,386.42**
MADISON COUNTY CIRCUIT COURT	1000-00-00000-231400-00000000-	DECEMBER 2021 RPT	DECEMBER 2021 MONTHLY REPORT	72613	02/28/2022	3,176.85
	Total Paid by Vendor					**3,176.85**
MADISON COUNTY PROBATE JUDGE	1000-70-70200-515370-00000000-	483-3/2022	REEIMBURSE ESTABLISHED PRE PAID ACCOUNT #483	72612	03/03/2022	4,000.00
	Total Paid by Vendor					**4,000.00**
MADISON VETERINARY HOSPITAL	1000-50-00000-515162-00000000-	525260	BLANKET RABIES	72615	03/02/2022	20.00
	Total Paid by Vendor					**20.00**
MARK B HASTINGS	1000-43-00000-515370-00000000-	3903 3RD SESSION	INSTR. FOR DDC/ADD CLASS 202822-3903 3RD SESSION	72597	03/02/2022	105.00
	1000-43-00000-515370-00000000-	9308 1ST SESSION	INSTR. FOR DDC/ADD CLASS 032822-3908 1ST SESSION	72838	03/09/2022	105.00
	Total Paid by Vendor					**210.00**
MARSH USA, INC	1000-19-00000-502150-00000000-	1783219	AMOUNT OWED FOR EXCESS WC INS. AUDIT	72607	03/01/2022	10,720.00
	Total Paid by Vendor					**10,720.00**
MCGRIFF TIRE CO INC	1000-15-15100-513030-00000000-	4660032980	COM TX 022822/4660032980	72747	03/03/2022	21.00
	1000-15-15100-513030-00000000-	4660032980	COM TX 022822/4660032980	72747	03/03/2022	212.95
	1000-15-15100-513030-00000000-	4660032984	COM TX 022822/4660032984	72747	03/03/2022	572.68
	1000-00-00000-140101-00000000-	4660032983	TIRES	72854	03/08/2022	6,303.00
	1000-00-00000-140101-00000000-	4660032981	TIRES	72854	03/08/2022	2,000.00
	1000-00-00000-140101-00000000-	4660033285	TIRES	72854	03/08/2022	1,208.00
	Total Paid by Vendor					**10,317.63**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	19056665	LSU SUCTION UNITS FOR MEDICAL CALLS	72497	02/28/2022	1,675.13
	1000-42-42100-515340-00000000-	18892922	PHILLIPS DEFIBRILLATOR PADS	72617	03/01/2022	46.80
	1000-42-42100-515340-00000000-	19093607	GLUCOMETER SUPPLIES	72617	03/01/2022	995.85
	1000-42-42100-515340-00000000-	18897315	PHILLIPS DEFIBRILLATOR PADS	72617	03/01/2022	45.69
	1000-42-42100-515340-00000000-	18897190	PHILLIPS DEFIBRILLATOR PADS	72617	03/01/2022	822.42
	1000-42-42100-515340-00000000-	19095287	GLUCOMETER SUPPLIES	72617	03/01/2022	33.78
	Total Paid by Vendor					**3,619.67**
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	2/1/22-2/23/22	BLANKET FOR RELIEF VET	72855	03/08/2022	2,125.00
	Total Paid by Vendor					**2,125.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	256459	Payroll Run 1 - Warrant 220306	72796	03/11/2022	8,031.00
	Total Paid by Vendor					**8,031.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	256471	Payroll Run 1 - Warrant 220306	72797	03/11/2022	332.64
	Total Paid by Vendor					**332.64**

MID-SOUTH WATER LLC	1000-14-14300-515370-00000000-	7262	2022 BLANKET PO CHEMICAL WATER TREATMENT FOR CHIL	PCard	03/11/2022	880.25
	Total Paid by Vendor					**880.25**
MIMS ENGINEERING INC	1000-14-14100-515370-00000000-	13656-R	ART MUSEUM ENGINEERING STUDY HUMIDITY CONTROL	PCard	03/10/2022	4,000.00
	Total Paid by Vendor					**4,000.00**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV011	HOMELESS CAMP CLEANUP (BLANKET)	72498	02/28/2022	500.00
	1000-52-52100-515370-00000000-	INV013	HOMELESS CAMP CLEANUP (BLANKET)	72498	02/28/2022	700.00
	1000-52-52100-515370-00000000-	INV014	HOMELESS CAMP CLEANUP (BLANKET)	72498	02/28/2022	400.00
	1000-52-52100-515370-00000000-	INV015	HOMELESS CAMP CLEANUP (BLANKET)	72498	02/28/2022	400.00
	Total Paid by Vendor					**2,000.00**
MSC INDUSTRIAL SUPPLY CO INC	1000-17-17300-520200-00000000-	33421664	QUOTE 25536500 ORDER FOR IT-TECHNICIANS	PCard	03/11/2022	72.71
	Total Paid by Vendor					**72.71**
MUNICIPAL EMERGENCY SERVICES	1000-42-42100-513040-00000000-	IN1637688	ANNUAL FLOW TESTING OF SCBA	72619	03/03/2022	1,128.42
	1000-42-42100-513040-00000000-	CM129710	CREDIT APPLIED TO INV. IN1637688	72619	03/03/2022	(152.82)
	1000-42-42100-513040-00000000-	IN1637699	ANNUAL FLOW TESTING OF SCBA	72619	03/03/2022	522.82
	1000-42-42100-513040-00000000-	IN1635473	ANNUAL FLOW TESTING OF SCBA	72619	03/03/2022	2,739.15
	1000-42-42100-513040-00000000-	CM129712	CREDIT APPLIED TO INV. IN1635473	72619	03/03/2022	(1,514.77)
	1000-42-42100-513040-00000000-	IN1637694	ANNUAL FLOW TESTING OF SCBA	72619	03/03/2022	425.84
	Total Paid by Vendor					**3,148.64**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 220306	NATIONWIDE CONTRIBUTIONS 220306	72781	03/09/2022	173,165.51
	Total Paid by Vendor					**173,165.51**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1128831	SMOKE GENERATOR FOR TRAINING	PCard	03/10/2022	4,070.00
	1000-42-42100-515340-00000000-	1129977	COAXSHER/RESCUE PACK	PCard	03/10/2022	1,114.00
	Total Paid by Vendor					**5,184.00**
NUCO2 SUPPLY LLC	1000-30-30600-515340-00000000-	69040832	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	PCard	03/11/2022	617.48
	1000-30-30600-515340-00000000-	69029427	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	PCard	03/11/2022	705.43
	1000-30-30600-515340-00000000-	68915375	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	PCard	03/11/2022	820.93
	Total Paid by Vendor					**2,143.84**
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	394	INDIGENT DEFENSE SERVICES 11146254	72751	03/04/2022	462.00
	1000-43-00000-515043-00000000-	395	INDIGENT DEFENSE SERVICES 11145524	72751	03/04/2022	616.00
	1000-43-00000-515043-00000000-	396	INDIGENT DEFENSE SERVICES 11136441	72751	03/04/2022	819.00
	1000-43-00000-515043-00000000-	397	INDIGENT DEFENSE SERVICES 11146999	72751	03/04/2022	714.00
	Total Paid by Vendor					**2,611.00**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	256458	Payroll Run 1 - Warrant 220306	72798	03/11/2022	11.53
	Total Paid by Vendor					**11.53**
OCCUPATIONAL HEALTH GROUP	1000-42-42100-515370-00000000-	195887	MEDICAL EXAM/VACCINES-BLANKET PURCHASE ORDER	72624	03/02/2022	7,585.50
	1000-41-41100-515340-00000000-	196703	MISC PHYSICALS/EXAMS BLANKET PO	PCard	03/11/2022	549.00
	Total Paid by Vendor					**8,134.50**
OFFICE FURNITURE OUTLET INC	1000-14-14300-513010-00000000-	220011	ADMIN WO# 153988A INSTALL MOD FURNITURE	72623	02/28/2022	432.00
	1000-14-14300-513010-00000000-	220012	ITS INSTALL MOD FURNITURE WO# 153987	72623	02/28/2022	240.00
	1000-14-14300-513010-00000000-	220021	LANDSCAPE MODULAR PANELS HARDWARE	72623	03/01/2022	2,510.00
	Total Paid by Vendor					**3,182.00**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	NOV-DEC 21 JAN 22	PRETRIAL DATABASE FEE 11/21,12/21,01/22	72506	02/28/2022	539.00
	Total Paid by Vendor					**539.00**
ON LINE INFORMATION SERVICE INC	1000-18-00000-515340-00000000-	13390 030122	BLANKET - ONLINE COURT SYSTEM	72859	03/08/2022	383.00
	Total Paid by Vendor					**383.00**
P & T TRAILER SALES	1000-52-52900-515340-00000000-	I-17393	6X10 DUMP TRAILER FOR OGT USE	72860	03/08/2022	4,350.00
	Total Paid by Vendor					**4,350.00**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2113170.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72625	02/28/2022	341.80
	1000-14-14300-513010-00000000-	S2113418.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72625	02/28/2022	338.97
	1000-14-14300-513010-00000000-	S2111427.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72625	02/28/2022	37.71
	1000-14-14300-513010-00000000-	S2112672.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72625	02/28/2022	39.02
	1000-14-14300-513010-00000000-	S2105497.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72626	02/28/2022	3,921.41
	1000-14-14300-513010-00000000-	S2109988.01	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72753	03/04/2022	115.16
	Total Paid by Vendor					**4,794.07**
PCARD PAYMENTS	1000-52-52300-515340-00000000-	256094	SUPPLIES FOR BAY/SHED BUILDING - SPORTS DIVISION	PCard	02/28/2022	44.14
	1000-14-14300-513010-00000000-	256095	MATERIALS PURCHASED TO REPAIR DOORBELL PER WO 1543	PCard	02/28/2022	35.96
	1000-52-52900-515520-00000000-	256096	ARBOR DAY POSTER WINNER - BALLOONS	PCard	02/28/2022	11.00
	1000-52-52900-515010-00000000-	256097	MARKETING SOFTWARE FOR OGT EVENTS	PCard	02/28/2022	119.40
	1000-52-52200-515340-00000000-	256098	SEEDLINGS FOR HORTICULTURE	PCard	02/28/2022	35.60
	1000-53-53200-513010-PK1051XX-	256099	THE HOME DEPOT #0804 HVAC MAINTENANCE IN GARAGE	PCard	02/28/2022	86.94
	1000-52-52200-515340-00000000-	256100	INK FOR PRINTER AT HORTICULTURE BUILDING - STAPLES	PCard	02/28/2022	76.08

1000-52-52100-515340-00000000-	256101	HEADPHONE EXTENSION CABLE FOR GRADE 14 ADMIN	PCard	02/28/2022	7.58
1000-52-52100-515340-00000000-	256102	SHARPS DISPOSAL (USE FOR LITTER PICKUP) AND ROLLIN	PCard	02/28/2022	179.99
1000-52-52200-515340-00000000-	256102	SHARPS DISPOSAL (USE FOR LITTER PICKUP) AND ROLLIN	PCard	02/28/2022	27.95
1000-75-75300-515340-00000000-	256103	ITEMS FOR SIGNAL MAINTENANCE	PCard	02/28/2022	277.13
1000-15-15100-520500-00000000-	256104	THE HOME DEPOT #0804 Replace unrepairable fridge a	PCard	02/28/2022	1,546.28
1000-75-75100-515790-00000000-	256107	PAYMENT FOR ONLINE FLAGGING COURSE	PCard	02/28/2022	210.00
1000-52-52200-515340-00000000-	256108	CLEANING SUPPLIES FOR SPORTS DIV BUILDING	PCard	02/28/2022	66.16
1000-10-00000-515790-00000000-	256109	AMERICAN AIR - PREFERRED SEATING CHARGE	PCard	02/28/2022	18.02
1000-10-10200-515790-00000000-	256110	EB PARCA 2022 ANNUAL - FORUM BATTLE 7 THORNTON	PCard	02/28/2022	150.00
1000-10-00000-515790-00000000-	256111	AMERICAN AIR - DALLAS TRIP	PCard	02/28/2022	506.20
1000-52-52900-515520-00000000-	256112	CANDY FOR OGT LITTER AWARENESS GIVEAWAY	PCard	02/28/2022	19.42
1000-52-52600-515340-00000000-	256113	KEYS FOR MOWERS - NORTH MAINTENANCE	PCard	02/28/2022	26.22
1000-55-55300-515340-00000000-	256114	PP*Tax Collector of Madis--- NEW NOTARIES FOR PWS	PCard	02/28/2022	33.36
1000-55-55300-515340-00000000-	256115	PP*Tax Collector of Madis--- NEW NOTARIES FOR PWS	PCard	02/28/2022	33.36
1000-14-14300-513010-00000000-	256117	MATERIALS PURCHASED TO FIX LEAKING WINDOW PER WO 1	PCard	02/28/2022	15.96
1000-10-10200-515340-00000000-	256118	ASANA.COM - ASANA MARCH 2022	PCard	02/28/2022	134.90
1000-10-10200-515340-00000000-	256119	WP ENGINE - MARCH 2022	PCard	02/28/2022	700.00
1000-53-53400-515790-00000000-	256120	SQ *MSTPA CONFERENCE	PCard	02/28/2022	1,083.75
1000-52-52900-515010-00000000-	256121	DITTO LANDING PLANTING - OGT	PCard	03/01/2022	50.00
1000-51-00000-515340-00000000-	256122	D/2 BIOLOGOCAL SOLULTION - 4 GALLON CASE FOR MONUM	PCard	03/01/2022	408.47
1000-14-14300-513010-00000000-	256124	MATERIALS PURCHASED TO FIX TWO LEAKS IN WAREHOUSE	PCard	03/02/2022	29.92
1000-14-14300-513010-00000000-	256125	MATERIALS PURCHASED TO REPLACE CEILING TILES PER W	PCard	03/02/2022	34.91
1000-52-52900-515520-00000000-	256126	KID CARPETS - EDUCATIONAL BUILDING AT HAYS	PCard	03/02/2022	790.35
1000-42-42100-515340-00000000-	256128	AL LICENSE PAYMENT EMS LICENSE RENEWAL FOR JOSH W	PCard	03/02/2022	14.00
1000-14-14100-515790-00000000-	256129	CDL TEST FOR D FULLER	PCard	03/02/2022	26.00
1000-14-14100-515790-00000000-	256130	CDL PERMIT FOR D FULLER	PCard	03/02/2022	37.70
1000-14-14100-515790-00000000-	256131	CDL TEST FOR K ELLIOTT	PCard	03/02/2022	26.00
1000-14-14100-515790-00000000-	256132	CDL PERMIT FOR K ELLIOTT	PCard	03/02/2022	37.70
1000-50-00000-515160-00000000-	256133	DOG DRY FOOD	PCard	03/02/2022	136.60
1000-14-14300-513010-00000000-	256134	MATERIALS PURCHASED TO REPAIR BACKSTOP BACKBOARDS	PCard	03/02/2022	572.67
1000-14-14300-513010-00000000-	256135	MATERIALS PURCHASED TO REPAIR BACKSTOP BOARDS ON B	PCard	03/02/2022	238.14
1000-41-41101-515340-00000000-	256935	SUPPLIES- IA	PCard	02/28/2022	59.96
1000-41-41305-515340-00000000-	256936	SUPPLIES- ACADEMY	PCard	02/28/2022	119.99
1000-13-13100-515790-00000000-	256937	TRAINING FOR P SMITH FOR THE GFOA CONFERENCE IN AU	PCard	02/28/2022	815.00
1000-13-13100-515790-00000000-	256938	116TH GFOA ANNUAL CONFERENCE -R BIGGS IN AUSTIN, T	PCard	02/28/2022	555.00
1000-42-42100-515340-00000000-	256939	MCMASTER-CARR, TUBING FOR MEDICAL TRAINING	PCard	02/28/2022	21.46
1000-43-00000-515790-00000000-	256940	DOUBLE TREE BY HILTON / TODD CRANOR CONFERENCE FEB	PCard	02/28/2022	112.65
1000-43-00000-515790-00000000-	256941	DOUBLE TREE BY HILTON / APRIL PIKE CONFERENCE FEBR	PCard	02/28/2022	112.65
1000-43-00000-515790-00000000-	256942	DOUBLE TREE BY HILTON / NICOLE MILLER CONFERENCE F	PCard	02/28/2022	112.65
1000-43-00000-515790-00000000-	256943	DOUBLE TREE BY HILTON BRIAN DOSS CONFERENCE FEBRUA	PCard	02/28/2022	112.65
1000-43-00000-515790-00000000-	256944	DOUBLE TREE BY HILTON TANYEL MALLORY CONFERENCE F	PCard	02/28/2022	112.65
1000-41-41303-515340-00000000-	256945	SUPPLIES- EVIDENCE	PCard	03/01/2022	183.85
1000-42-42100-515340-00000000-	256947	SQ *JAMES BALTZ, TURN OUT GEAR REPAIR	PCard	03/01/2022	105.33
1000-17-17100-515250-00000000-	256949	LAMBDATEST.COM TESTING FOR PLANNING AMY K.	PCard	03/01/2022	180.00
1000-14-14300-513010-00000000-	256950	MATERIALS PURCHASED TO INSTALL CIRCUIT FOR BLOCK H	PCard	03/02/2022	18.91
1000-14-14300-513010-00000000-	256951	MATERIALS PURCHASED TO INSTALL CIRCUIT FOR BLOCK H	PCard	03/02/2022	40.00
1000-51-00000-515340-00000000-	256952	PAYMENT FOR A PROPERTY TRANSFER/MAPLE HILL	PCard	03/02/2022	13.40
1000-41-41100-515340-00000000-	256953	SUPPLIES- HPD SUPPLY ROOM	PCard	03/02/2022	135.90
1000-42-42100-515340-00000000-	256954	AMZN Mktp US, STAINLESS HOOKS FOR NEW TRUCKS	PCard	03/02/2022	59.96
1000-42-42100-515340-00000000-	256955	THE HOME DEPOT #0804, MISC. ITEMS FOR TRUCK WASH S	PCard	03/02/2022	111.06
1000-17-17100-515250-00000000-	256956	RACKSPACE CLOUD FOR GIS	PCard	03/02/2022	16.15
1000-10-10300-515340-00000000-	256957	Human Rights Cam-WebEN - HUMAN RIGHTS CAMPAIGN EVE	PCard	03/02/2022	20.00
1000-10-10200-515340-00000000-	256958	REV.COM - BHM BUSINESS PROFILES	PCard	03/02/2022	5.50
1000-10-10200-515340-00000000-	256959	EMA - EMMA MARCH 2022 SUBSCRIPTION	PCard	03/02/2022	270.00
1000-41-41100-515340-00000000-	256960	OVERNIGHT MAIL SERVICE	PCard	03/02/2022	29.99
1000-52-52100-515340-00000000-	256962	COPY OF KEYS FOR ADMIN BUILDING	PCard	03/03/2022	15.83
1000-52-52900-515520-00000000-	256964	PRIZES FOR ARBOR DAY POSTER WINNERS/TEACHERS - OGT	PCard	03/03/2022	60.00
1000-14-14300-513010-00000000-	256965	MATERIALS PURCHASED FOR TRUCK STOCK TO BE USED ACR	PCard	03/03/2022	9.24
1000-41-41100-515340-00000000-	256966	IACP MEMBERSHIP- KIRK GILES	PCard	03/03/2022	190.00
1000-14-14300-513010-00000000-	256967	MATERIASL PURCHASED TO MAKE REPAIRS TO BACKSTOP BO	PCard	03/03/2022	118.84
1000-74-74200-515340-00000000-	256968	GRADE STAKES (24 PC) 1 x 2-24", 1x2-36"	PCard	03/03/2022	41.10
1000-15-15100-515790-00000000-	256970	ASE TEST FEES	PCard	03/03/2022	184.00

	1000-52-52100-515790-00000000-	256972	SIGNATURE STAMPS FOR TRAINAING COMPLETION CERTIFIC	PCard	03/03/2022	40.00
	1000-14-14300-513010-00000000-	256973	MATERIALS PURCHASED TO GET FIRE EXTINGUISHERS INST	PCard	03/03/2022	99.90
	1000-42-42100-515340-00000000-	256974	THE HOME DEPOT #0804, SCREWS FOR TRUCK WASH STATIO	PCard	03/03/2022	10.54
	1000-43-00000-515340-00000000-	256976	AMAZON.COM AMZN.COM/BILL / ITEM WAS DAMAGED - REFU	PCard	03/03/2022	(110.53)
	1000-17-17100-515250-00000000-	256977	TLO TRANSUNION POLICE SEARCH ENGINE	PCard	03/03/2022	320.72
	1000-17-17100-515070-00000000-	256978	NEW HOPE TELEPHONE COOPE FIRE 19 TELEPHONE	PCard	03/03/2022	165.80
	1000-52-52900-515340-00000000-	256979	SUPPLIES FOR EDUCATION BLDG - HAYS	PCard	03/03/2022	72.69
	1000-41-41305-515340-00000000-	256981	SUPPLIES- ACADEMY	PCard	03/04/2022	65.96
	1000-41-41305-515340-00000000-	256982	SUPPLIES- FIRING RANGE	PCard	03/04/2022	146.48
	1000-14-14300-513010-00000000-	256983	MATERIALS PURCHASED TO INSTALL GUTTER GUARDS AND C	PCard	03/04/2022	11.88
	1000-41-41100-513040-00000000-	256984	R&M OF VIDEOGRAPHER CAMERA	PCard	03/04/2022	134.66
	1000-41-41303-515340-00000000-	256985	SUPPLIES- ID	PCard	03/04/2022	150.49
	1000-52-52200-515340-00000000-	256986	SUPPLIES FOR SPECIAL EVENTS	PCard	03/04/2022	84.84
	1000-14-14100-515790-00000000-	256987	REFUND OF ACI CONCRETE CLASS ENROLLMENT FOR G WHEA	PCard	03/04/2022	(660.00)
	1000-14-14300-513010-00000000-	256988	MATERIALS PURCHASED CHECK AND REPAIR BICENTENNIAL	PCard	03/04/2022	63.30
	1000-52-52300-515340-00000000-	256989	SUPPLIES FOR SPRAYER - SPORTS DIVISION	PCard	03/04/2022	105.24
	1000-41-41100-515790-00000000-	256990	NABORS- MISSOULA, MT- AIRLINE BAGGAGE FEE	PCard	03/04/2022	30.00
	1000-71-71100-515340-00000000-	256991	ACADEMY SPORTS #265 - RUBBER BOOTS PURCHASED BY KA	PCard	03/04/2022	27.24
	1000-10-10200-515340-00000000-	256992	SPROUT SOCIAL INC - MARCH 2022 SUBSCRIPTION	PCard	03/04/2022	199.00
	1000-41-41303-515340-00000000-	256993	SUPPLIES- EVIDENCE	PCard	03/04/2022	334.26
	1000-41-41303-515340-00000000-	256994	SUPPLIES- EVIDENCE	PCard	03/04/2022	56.86
	1000-14-14300-513010-00000000-	256995	MATERIALS PURCHASED TO MAKE REPAIRS DURING PREVENT	PCard	03/07/2022	38.61
	1000-30-30200-515340-00000000-	256996	MOVIE RENTAL FOR MOVIES IN THE PARK	PCard	03/07/2022	(463.25)
	1000-30-30200-515340-00000000-	256997	MOVIE RENTAL FOR MOVIES IN THE PARK	PCard	03/07/2022	(463.25)
	1000-14-14300-513010-00000000-	256999	MATERIALS PURCHASED TO INSTALL GUTTERS AND CLEAN	PCard	03/07/2022	479.46
	1000-14-14300-513010-00000000-	257000	MATERIALS PURCHASED FOR TRUCK STOCK TO BE USED ACR	PCard	03/07/2022	84.80
	1000-14-14300-513010-00000000-	257001	MATERIALS PURCHASED TO REPAIR LIGHTS AT TENNIS COU	PCard	03/07/2022	41.97
	1000-52-52200-515340-00000000-	257002	SPECIAL EVENTS SUPPLIES FOR NEW BUILDING	PCard	03/07/2022	120.41
	1000-52-52200-515340-00000000-	257003	WHEELBARROW FOR SPECIAL EVENTS - ICS DIDN'T HAVE S	PCard	03/07/2022	209.88
	1000-41-41305-515340-00000000-	257004	SUPPLIES- ACADEMY	PCard	03/07/2022	103.23
	1000-41-41305-515340-00000000-	257005	SUPPLIES- ACADEMY	PCard	03/07/2022	169.00
	1000-42-42100-515340-00000000-	257006	THE HOME DEPOT #0804, SPRAY PAINT FOT TRUCK WASH S	PCard	03/07/2022	48.84
	1000-41-41100-515790-00000000-	257007	ALISON PETERSON- MISSOULA, MT- HOTEL	PCard	03/07/2022	450.24
	1000-41-41100-515790-00000000-	257008	PETERSON/NABORS- MISSOULA, MT- FUEL	PCard	03/07/2022	56.24
	1000-41-41100-515790-00000000-	257011	PETERSON- MISSOULA, MT- AIRLINE BAGGAGE FEE	PCard	03/07/2022	30.00
	1000-41-41100-515790-00000000-	257012	TYLER NABORS- MISSOULA, MT- HOTEL	PCard	03/07/2022	450.24
	1000-41-41100-515790-00000000-	257013	NABORS- MISSOULA, MT- AIRLINE BAGGAGE FEE	PCard	03/07/2022	30.00
	1000-43-00000-515340-00000000-	257014	AMZN Mktp US OFFICE HEADSET SYSTEM	PCard	03/07/2022	189.00
	1000-43-00000-515340-00000000-	257015	AMZN Mktp US/ HEADSET ACCIDENTAL PROTECTION	PCard	03/07/2022	24.99
	1000-71-71100-515340-00000000-	257016	ACADEMY SPORTS #265 - RETURNED RUBBER BOOTS PURCHA	PCard	03/07/2022	(27.24)
	1000-14-14300-513010-00000000-	257017	MATERIALS PURCHASED TO ADD SIGNS TO BATHROOMS AND	PCard	03/07/2022	6.45
	1000-14-14300-513010-00000000-	257018	MATERIALS PURCHASED TO INSTALL BLINDS PER WO 15462	PCard	03/07/2022	17.98
	1000-14-14300-513010-00000000-	257021	MATERIALS PURCHASED TO PAINT GATES AND POLES AT SP	PCard	03/07/2022	250.61
	1000-10-10200-515340-00000000-	257022	CANVA* I03350-1007757 - MARCH 2022 SUBSCRIPTION	PCard	03/07/2022	12.95
	1000-18-00000-515340-00000000-	257023	MONTHLY WATER CHARGE FOR LEGAL 6TH FLR AND PROSECU	PCard	03/07/2022	87.47
	Total Paid by Vendor					**15,089.54**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	94960	TIRES	72861	03/08/2022	611.90
	Total Paid by Vendor					**611.90**
PIONEER CREDIT RECOVERY INC	1000-00-00000-210180-00000000-	256473	Payroll Run 1 - Warrant 220306	72799	03/11/2022	234.45
	Total Paid by Vendor					**234.45**
PPG PITTSBURGH PAINTS	1000-52-52600-515340-00000000-	922804140561	MARKING PAINT FOR FIELDS - NORTH MAINT	PCard	03/10/2022	1,980.00
	Total Paid by Vendor					**1,980.00**
PRO ELECTRIC INC	1000-53-53200-513010-PK1060XX-	W43137	LIGHTS OF GARAGE "T"	PCard	03/10/2022	25,406.65
	1000-14-14300-513010-00000000-	W91125	2022 BLANKET PO - STREET LIGHT REPAIRS	PCard	03/11/2022	2,357.30
	Total Paid by Vendor					**27,763.95**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99236	2022 BLANKET PO HVAC REPAIRS	72863	03/08/2022	2,639.02
	1000-14-14300-513010-00000000-	99237	2022 BLANKET PO HVAC REPAIRS	72863	03/08/2022	238.00
	1000-14-14300-513010-00000000-	99238	2022 BLANKET PO HVAC REPAIRS	72863	03/08/2022	1,152.67
	1000-14-14300-513010-00000000-	99239	2022 BLANKET PO HVAC REPAIRS	72863	03/08/2022	324.00
	Total Paid by Vendor					**4,353.69**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52600-515340-00000000-	17736	PICK UP REACH TOOLS FOR NORTH MAINT	PCard	03/10/2022	600.00
	Total Paid by Vendor					**600.00**

PROPST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-FEBRUARY-2022	UTILITY REIMBURSEMENT BILLING (BLANKET PO)	PCard	03/10/2022	1,563.84
	Total Paid by Vendor					**1,563.84**
QUALITY GLASS CO	1000-14-14300-513010-00000000-	49302	2022 BLANKET PO GLASS REPAIRS	PCard	03/10/2022	1,091.42
	Total Paid by Vendor					**1,091.42**
RED RIVER SPECIALTIES INC	1000-52-52600-513010-00000000-	770778	CHEMICALS FOR PARKS & ROADS - NORT MAINT	PCard	03/10/2022	2,930.00
	1000-52-52600-513010-00000000-	770779	CHEMICALS FOR PARKS & ROADS - NORT MAINT	PCard	03/10/2022	1,046.40
	Total Paid by Vendor					**3,976.40**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	23760-REFUND	#23760 REFUND FOR OVERPAYMENT OF USE TAX	72633	02/28/2022	1,513.85
	1000-00-00000-130205-00000000-	36864-REFUND	#36864 REFUND FOR OVERPAYMENT OF SALES TAX	72634	02/28/2022	1,989.82
	1000-00-00000-130205-00000000-	CASE FILE 439-REFUND	CONSUMER'S USE TAX REFUND (CASE FILE 439)	72512	02/28/2022	2,809,146.51
	1000-72-00000-410220-00000000-	PERMIT 586230 022422	PERMIT#586230 CONT. NOT DOING WORK NO INSP COMP.	72630	03/01/2022	49.00
	1000-72-00000-410250-00000000-	PERMIT 586231 022421	PERMIT#586231 CONT. NOT DOING WORK NO INSP COMP.	72631	03/01/2022	50.00
	1000-53-00000-420200-PK1040XX-	24009-PARKING REFUND	PRORATED PARKING REFUND 2/15/22 (INV# 24009)	72632	03/01/2022	84.00
	1000-12-00000-410100-00000000-	REFUND CASE 21	REFUND CASE 21. TP'S EST FOR 2019 GR WAS MORE THAN	72629	03/02/2022	1,564.21
	1000-00-00000-130205-00000000-	REFUND CASE 450	TP PAID ST ON MATERIALS FOR POLLUTION AND TAX EXEM	72757	03/04/2022	55,238.14
	1000-00-00000-130205-00000000-	REFUND CASE 449		72757	03/04/2022	5,338.03
	1000-00-00000-130205-00000000-	REFUND CASE 466	TP PAID ST ON SOFTWARE BEING RESOLD TO FED GOV'T	72866	03/09/2022	23,893.20
	1000-00-00000-220450-00000000-	40962	REFUND OF PERFOR. BOND - SIDWLKS @ WILSON COVE P1	PCard	03/10/2022	91,325.00
	1000-72-00000-410200-00000000-	PERMIT #584836	HOUSE FELL THROUGH - NO LONGER BUILDING	PCard	03/10/2022	214.50
	1000-53-00000-420200-PK1020XX-	REFUND J.BAILEY21522	OVERPAYMENT OF $6 FOR EVENT PARKING ON 3/5/22	PCard	03/11/2022	6.00
	Total Paid by Vendor					**2,990,412.26**
REGIONS BANK	1000-19-00000-515040-00000000-	22010002975-013122	MONTHLY BANK FEES W/REGIONS BANK-BLANKET PO	72867	03/10/2022	1,073.32
	1000-00-00000-200006-00000000-	3/22-PMT 2/22-TRX	PCARD MARCH PAYMENT FOR FEBRUARY TRX	72679	03/07/2022	30,279.94
	1000-00-00000-200006-00000000-	3/22-PMT 2/22-TRX	PCARD MARCH PAYMENT FOR FEBRUARY TRX	72679	03/07/2022	57,896.68
	1000-00-00000-210250-00000000-	03/06 FSA MED/DEP	220306 FSA MED/DEP CARE BI-WKLY PR WIRE	72782	03/10/2022	2,423.11
	1000-00-00000-210260-00000000-	03/06 FSA MED/DEP	220306 FSA MED/DEP CARE BI-WKLY PR WIRE	72782	03/10/2022	21,773.06
	Total Paid by Vendor					**113,446.11**
REIMBURSEMENT PAYMENTS	1000-00-00000-110108-00000000-	132 GREENE ST	CHANGE MONEY PAY STATION GARAGE D 132 GREENE ST	72635	03/02/2022	1,542.00
	Total Paid by Vendor					**1,542.00**
REPUBLIC SERVICES INC	1000-53-53200-513010-PK1060XX-	0979-000955242	REFUSE CONTNR SERV. 10/31/21-9/3/22 (BLANKET PO)	PCard	03/11/2022	43.30
	1000-53-53200-513010-PK1055XX-	0979-000955242	REFUSE CONTNR SERV. 10/31/21-9/3/22 (BLANKET PO)	PCard	03/11/2022	61.31
	Total Paid by Vendor					**104.61**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220220	RSA EMPLOYEE AND EMPLOYER COSTS 220220	72442	02/28/2022	1,002,547.47
	Total Paid by Vendor					**1,002,547.47**
ROBERT ALAN WILSON	1000-41-41305-515430-00000000-	182553A	RECRUITMENT VEHICLE WRAP	PCard	03/11/2022	1,740.00
	Total Paid by Vendor					**1,740.00**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	032022	2022 BLANKET PO LEASE FOR FIRE SUPPLY SPACE	72636	03/01/2022	8,000.00
	Total Paid by Vendor					**8,000.00**
RODS CUSTOM BODY SHOP INC	1000-15-15100-513030-00000000-	4419	COM TX 022822/4419	72759	03/03/2022	30.00
	1000-15-15100-513030-00000000-	4419	COM TX 022822/4419	72759	03/03/2022	240.00
	1000-15-15100-513030-00000000-	4419	COM TX 022822/4419	72759	03/03/2022	257.90
	1000-15-15100-513030-00000000-	4419	COM TX 022822/4419	72759	03/03/2022	292.50
	1000-15-15100-513030-00000000-	4419	COM TX 022822/4419	72759	03/03/2022	1,030.25
	1000-15-15100-513030-00000000-	4429	COM TX 030222/4429	72869	03/08/2022	7.50
	1000-15-15100-513030-00000000-	4429	COM TX 030222/4429	72869	03/08/2022	45.00
	1000-15-15100-513030-00000000-	4429	COM TX 030222/4429	72869	03/08/2022	392.60
	Total Paid by Vendor					**2,295.75**
ROSE MARY JEFFRIES	1000-30-30200-515370-00000000-	R.JEFFRIES 030122	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	72871	03/08/2022	185.60
	Total Paid by Vendor					**185.60**
RUSSELL WILSON CRUMBLEY	1000-41-41100-515340-00000000-	RCPT #336715	REFUND OF UNAVAILABLE BODY CAM FOOTAGE	72873	03/09/2022	50.00
	Total Paid by Vendor					**50.00**
SAFEWARE INC	1000-42-42100-515340-00000000-	3951165	MULTIRAE 02 SENSOR & ACCESORIES	PCard	03/10/2022	202.13
	Total Paid by Vendor					**202.13**
SAGE SOFTWARE	1000-17-17100-515250-00000000-	2002446754	GS SAGE TIMBERLINE SW YEARLY RENEWAL 2022-23	72875	03/09/2022	1,334.02
	Total Paid by Vendor					**1,334.02**
SARAH TAGGART LAUER	1000-18-00000-515372-00000000-	41937	BLANKET - SUBSTITUTE PROSECUTOR	72638	03/03/2022	187.50
	Total Paid by Vendor					**187.50**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	120906	2022 BLANKET PO -ELECTRICAL ITEMS	72520	02/28/2022	54.60
	1000-14-14300-513010-00000000-	120770	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	54.60
	1000-14-14300-513010-00000000-	120786	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	5.50
	1000-14-14300-513010-00000000-	120820	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	62.00
	1000-14-14300-513010-00000000-	120716	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	39.41

		1000-14-14300-513010-00000000-	120801	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	80.20
		1000-14-14300-513010-00000000-	120840	2022 BLANKET PO -ELECTRICAL ITEMS	72640	02/28/2022	160.75
		1000-14-14300-513010-00000000-	120915	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	45.85
		1000-14-14300-513010-00000000-	120930	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	81.40
		1000-14-14300-513010-00000000-	120957	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	86.16
		1000-14-14300-513010-00000000-	120956	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	12.21
		1000-14-14300-513010-00000000-	120949	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	54.60
		1000-14-14300-513010-00000000-	120943	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/01/2022	46.50
		1000-14-14300-513010-00000000-	120678	2022 BLANKET PO -ELECTRICAL ITEMS	72640	03/02/2022	300.68
		1000-14-14300-513010-00000000-	120992	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	03/10/2022	3,766.10
		1000-14-14300-513010-00000000-	120985	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	03/10/2022	58.50
		Total Paid by Vendor					**4,909.06**
	SERVICEWEAR APPAREL	1000-52-52500-515670-00000000-	0046997360	UNIFORMS-LANDSCAPE MGT (BLANKET)	72643	03/01/2022	172.87
		1000-52-52500-515670-00000000-	0047009836	UNIFORMS-LANDSCAPE MGT (BLANKET)	72642	03/01/2022	103.74
		1000-55-55100-515670-00000000-	0044214428	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72643	03/01/2022	210.38
		1000-55-55100-515670-00000000-	0044214429	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72642	03/01/2022	20.33
		1000-55-55100-515670-00000000-	0044214430	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72642	03/01/2022	40.66
		1000-55-55100-515670-00000000-	0044241966	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72643	03/01/2022	160.89
		1000-55-55100-515670-00000000-	0044241967	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72643	03/01/2022	138.19
		1000-72-00000-515670-00000000-	0046997332	UNIFORMS-INSPECTION DEPT (BLANKET)	72642	03/01/2022	91.68
		1000-72-00000-515670-00000000-	0046997343	UNIFORMS-INSPECTION DEPT (BLANKET)	72643	03/01/2022	162.64
		1000-72-00000-515670-00000000-	0046997331	UNIFORMS-INSPECTION DEPT (BLANKET)	72642	03/01/2022	34.02
		1000-52-52500-515670-00000000-	0046997359	UNIFORMS-LANDSCAPE MGT (BLANKET)	72643	03/02/2022	123.11
		1000-72-00000-515670-00000000-	0047033280	UNIFORMS-INSPECTION DEPT (BLANKET)	72643	03/02/2022	137.12
		1000-55-55400-515670-00000000-	0044255178	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72643	03/02/2022	149.22
		1000-55-55400-515670-00000000-	0047009845	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72643	03/02/2022	176.56
		1000-55-55400-515670-00000000-	0047009847	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72642	03/02/2022	44.14
		1000-55-55400-515670-00000000-	0047009848	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72642	03/02/2022	110.35
		1000-55-55400-515670-00000000-	0047021786	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	72642	03/02/2022	44.14
		1000-53-53400-515670-00000000-	0044266722	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	327.30
		1000-53-53400-515670-00000000-	0044266723	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	343.15
		1000-53-53400-515670-00000000-	0044266728	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	330.22
		1000-53-53400-515670-00000000-	0044241972	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	349.97
		1000-53-53200-515670-00000000-	0047009840	UNIFORMS - PARKING (BLANKET)	72761	03/03/2022	74.90
		1000-53-53400-515670-00000000-	0047009829	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	269.71
		1000-53-53400-515670-00000000-	0047009830	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	345.81
		1000-53-53400-515670-00000000-	0046997326	UNIFORMS - PARKING (BLANKET)	72761	03/03/2022	56.70
		1000-53-53100-515670-00000000-	0046997327	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	164.04
		1000-53-53400-515670-00000000-	0046997329	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	321.33
		1000-53-53300-515670-00000000-	0044266720	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	97.46
		1000-53-53400-515670-00000000-	0044289596	UNIFORMS - PARKING (BLANKET)	72762	03/03/2022	227.06
		1000-53-53400-515670-00000000-	0044289595	UNIFORMS - PARKING (BLANKET)	72761	03/03/2022	75.60
		1000-52-52600-515670-00000000-	0046997358	UNIFORMS-LANDSCAPE MGT (BLANKET)	72762	03/03/2022	317.55
		1000-50-00000-515670-00000000-	0047055743	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	73.52
		1000-50-00000-515670-00000000-	0047067188	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	43.57
		1000-50-00000-515670-00000000-	0047067187	UNIFORMS-ANIMAL SERVICES (BLANKET)	72762	03/03/2022	115.24
		1000-50-00000-515670-00000000-	0046997320	UNIFORMS-ANIMAL SERVICES (BLANKET)	72762	03/03/2022	104.90
		1000-50-00000-515670-00000000-	0046997321	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	62.13
		1000-50-00000-515670-00000000-	0044266724	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	80.55
		1000-50-00000-515670-00000000-	0044266725	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	62.35
		1000-50-00000-515670-00000000-	0044278548	UNIFORMS-ANIMAL SERVICES (BLANKET)	72761	03/03/2022	28.84
		1000-50-00000-515670-00000000-	0044289597	UNIFORMS-ANIMAL SERVICES (BLANKET)	72762	03/03/2022	149.93
		1000-50-00000-515670-00000000-	0044289598	UNIFORMS-ANIMAL SERVICES (BLANKET)	72762	03/03/2022	114.06
		1000-50-00000-515670-00000000-	0047009841	UNIFORMS-ANIMAL SERVICES (BLANKET)	72762	03/03/2022	254.82
		1000-15-15100-515670-00000000-	0044289599	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	134.20
		1000-15-15100-515670-00000000-	0044278550	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	141.92
		1000-15-15100-515670-00000000-	0047021784	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	231.76
		1000-15-15100-515670-00000000-	0047021780	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	124.54
		1000-53-53300-515670-00000000-	0047079267	UNIFORMS - PARKING (BLANKET)	72761	03/04/2022	86.67
		1000-53-53400-515670-00000000-	0047079269	UNIFORMS - PARKING (BLANKET)	72761	03/04/2022	9.45
		1000-53-53300-515670-00000000-	0047079268	UNIFORMS - PARKING (BLANKET)	72761	03/04/2022	21.01
		1000-15-15100-515670-00000000-	0047009835	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	243.30

	1000-15-15100-515670-00000000-	0047009832	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	246.48
	1000-15-15100-515670-00000000-	0046997336	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	207.41
	1000-15-15100-515670-00000000-	0046997334	UNIFORMS-FLEET SERVICES (BLANKET)	72761	03/04/2022	36.07
	1000-15-15100-515670-00000000-	0046997340	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	247.55
	1000-15-15100-515670-00000000-	0046997339	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	184.68
	1000-15-15100-515670-00000000-	0046997335	UNIFORMS-FLEET SERVICES (BLANKET)	72761	03/04/2022	37.41
	1000-15-15100-515670-00000000-	004709277	UNIFORMS-FLEET SERVICES (BLANKET)	72762	03/04/2022	247.58
	1000-74-74200-515670-00000000-	0044241964	UNIFORMS-GIS (BLANKET)	72762	03/04/2022	101.14
	1000-52-52600-515670-00000000-	0046997354	UNIFORMS-LANDSCAPE MGT (BLANKET)	PCard	03/10/2022	134.65
	1000-14-14310-515670-00000000-	0046997322	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/10/2022	18.90
	1000-14-14300-515670-00000000-	0047033282	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/10/2022	242.88
	1000-14-14300-515670-00000000-	0047033283	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/10/2022	141.49
	1000-14-14300-515670-00000000-	0046997325	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/10/2022	18.90
	1000-14-14200-515670-00000000-	0046997323	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/11/2022	148.97
	1000-15-15100-515670-00000000-	0047067193	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/11/2022	207.50
	Total Paid by Vendor					**9,525.21**
SEXTON WELDING SUPPLY	1000-14-14300-513010-00000000-	3404690	BLANKET 2022 CYLINDER RENTAL FOR GASES	72644	02/28/2022	44.00
	1000-55-55300-515340-00000000-	3791150	WELDING SUPPLIES FOR PWS CONSTRUCTION	72763	03/03/2022	196.00
	Total Paid by Vendor					**240.00**
SHARP COMMUNICATION INC.	1000-14-14300-513010-00000000-	INV4050000127	2022 BLANKET REPAIRS CAMERAS & CCTV	PCard	03/11/2022	75.00
	Total Paid by Vendor					**75.00**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6547	PAINT BATHROOMS AT CREEKWOOD PARK	PCard	03/11/2022	1,925.78
	Total Paid by Vendor					**1,925.78**
SHERWIN-WILLIAMS CO	1000-52-52600-515340-00000000-	9326-7	PAINT FOR ATHELTICS FIELDS - NORTH MAINT	PCard	03/10/2022	3,488.40
	Total Paid by Vendor					**3,488.40**
SHI INTERNATIONAL CORP	1000-17-17300-520200-00000000-	B14809849	BARRACUDA 1 YEAR SUBSCRIPTION 2022-23	72646	03/02/2022	149,754.00
	Total Paid by Vendor					**149,754.00**
SHINERZ SHOWCAR PRODUCTS INC	1000-42-42100-515340-00000000-	74152	TRUCK WASH SUPPLIES	72877	03/08/2022	917.74
	Total Paid by Vendor					**917.74**
SIGNS BY TOMORROW	1000-52-52900-515520-00000000-	256963	ADOPT-A-MILE SIGN FOR OGT	PCard	03/03/2022	37.50
	Total Paid by Vendor					**37.50**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	102457	FY22 BLANKET PO/SOLE SOURCE DATA CENTER SERVICES	PCard	03/10/2022	5,686.00
	Total Paid by Vendor					**5,686.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52100-515370-00000000-	106270274-001	INVOICES FOR FY19, FY20 AND FY21	72648	02/28/2022	1,486.00
	1000-52-52600-513010-00000000-	116051368-001	HERBICIDE CHEMICALS - NORTH MAINT	72648	03/01/2022	1,843.08
	1000-52-52900-515520-00000000-	115591833-001	NURSERY ITEMS NOT ON BID - OGT (BLANKET)	72648	03/02/2022	6,849.23
	1000-52-52600-515340-00000000-	116459259-001	PINE STRAW FOR NORTH	72648	03/02/2022	1,792.50
	1000-52-52300-515340-00000000-	116468310-001	PINE STRAW FOR SPORTS DIVISION	72648	03/02/2022	537.75
	1000-52-52300-515340-00000000-	116453286-001	PINE STRAW FOR DOWNTOWN - SPORTS	72648	03/02/2022	1,195.00
	1000-52-52300-515340-00000000-	116468310-002	PINE STRAW FOR SPORTS DIVISION	72648	03/02/2022	836.50
	1000-52-52300-515340-00000000-	116468310-003	PINE STRAW FOR SPORTS DIVISION	72648	03/02/2022	597.50
	1000-52-52100-515340-00000000-	116485320-001	MAYORS TREE PLANTING (JOHN HUNT PARK)	72648	03/02/2022	6,800.00
	1000-52-52600-515340-00000000-	116485256-001	PINE STRAW FOR NORTH	72648	03/02/2022	179.25
	Total Paid by Vendor					**22,116.81**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	256466	Payroll Run 1 - Warrant 220306	72792	03/11/2022	1,410.51
	Total Paid by Vendor					**1,410.51**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-520500-00000000-	ARV/50742990	SHOP TOOL	72649	03/03/2022	25,866.67
	Total Paid by Vendor					**25,866.67**
SOLID WASTE DISPOSAL AUTHORITY	1000-50-00000-515340-00000000-	T1004375	BLANKET DISPOSAL OF ANIMAL BODIES	72527	02/28/2022	112.06
	1000-70-70200-515730-00000000-	T1004458	DUMP FEES (BLANKET PO)	72650	03/02/2022	45.95
	1000-55-55400-515730-00000000-	T1004465	FY22 TIPPING FEES FOR PWS MAINT/CONS (BLANKET)	72766	03/04/2022	3,900.67
	Total Paid by Vendor					**4,058.68**
SON MEDIA GROUP	1000-19-00000-515010-00000000-	4673	SPEAKIN' OUT NEWS INV #4673 PUB 21-1178	72652	03/02/2022	1,666.56
	Total Paid by Vendor					**1,666.56**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-43530	LAWN MAINTENANCE (BLANKET)	PCard	03/10/2022	9,528.33
	Total Paid by Vendor					**9,528.33**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2110062969	TIRES	72879	03/08/2022	4,648.70
	Total Paid by Vendor					**4,648.70**
SPHERION STAFFING LLC	1000-52-52100-515370-00000000-	RL2613334	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	772.17
	1000-52-52100-515370-00000000-	RL2612247	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	3,511.50
	1000-52-52100-515370-00000000-	RL2612248	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	1,287.56
	1000-52-52100-515370-00000000-	RL2612245	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	2,751.54

		1000-52-52100-515370-00000000-	RL2613364	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	632.41
		1000-52-52100-515370-00000000-	RL2612246	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	5,913.62
		1000-52-52100-515370-00000000-	RL2613517	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	419.28
		1000-52-52100-515370-00000000-	RL2616656	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	1,268.33
		1000-52-52100-515370-00000000-	RL2616228	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	3,939.49
		1000-52-52100-515370-00000000-	RL2616229	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	3,621.54
		1000-52-52100-515370-00000000-	RL2616224	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	4,856.67
		1000-52-52100-515370-00000000-	RL2616713	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	559.04
		1000-52-52100-515370-00000000-	RL2616227	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	7,796.87
		1000-52-52100-515370-00000000-	RL2616884	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	681.33
		1000-52-52100-515370-00000000-	RL2622434	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	690.07
		1000-52-52100-515370-00000000-	RL2622048	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	3,852.17
		1000-52-52100-515370-00000000-	RL2622049	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	2,190.74
		1000-52-52100-515370-00000000-	RL29622044	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	4,708.17
		1000-52-52100-515370-00000000-	RL2622492	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	462.96
		1000-52-52100-515370-00000000-	RL2622047	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	5,859.45
		1000-52-52100-515370-00000000-	RL2622644	TEMP LABOR (OCT 2021 - MARCH 2021)	72653	03/01/2022	559.04
		1000-50-00000-515370-00000000-	RL2609583	BLANKET WAGES FOR TEMP EMPLOYEES	72880	03/08/2022	1,212.10
		1000-53-53200-501010-00000000-	RL2623337	BLANKET PO ,TEMPORARY STAFFING	72880	03/09/2022	443.70
		Total Paid by Vendor					**57,989.75**
	SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	032022	2022 BLANKET PO GIS 200 WEST SIDE SQUARE LEASE	72654	03/01/2022	9,520.56
		Total Paid by Vendor					**9,520.56**
	STANARD & ASSOCIATES INC	1000-42-42100-515370-00000000-	SA000049033	FIRE TESTING SUPPRESSION - BLANKET	PCard	03/10/2022	522.50
		1000-42-42100-515370-00000000-	SA000049034	FIRE TESTING SUPPRESSION - BLANKET	PCard	03/10/2022	922.50
		Total Paid by Vendor					**1,445.00**
	STAPLES INC	1000-43-00000-515340-00000000-	3486034844	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	72769	03/07/2022	(0.06)
		1000-15-15100-515340-00000000-	3486034845	DELIKUA, 2739 JOHNSON RD, 256-883-3723	72769	03/07/2022	(1.96)
		1000-55-55100-515340-00000000-	3484146275	AWILSON/4209 E. SCHRIMSHER LN/2568833949	72769	03/07/2022	179.98
		1000-70-70200-515340-00000000-	3495913121	120 HOLMES AVE. 2ND FLOOR, JANE S. 256-882-7524	72769	03/07/2022	(17.18)
		1000-30-30200-515340-00000000-	3497594835	2411 9TH AVE. SW, JC KELLY, 256-564-8026	72769	03/07/2022	83.34
		1000-30-30200-515340-00000000-	3497594836	CREDIT APPLIED TO INV. 3497594835	72769	03/07/2022	(41.67)
		1000-51-00000-515340-00000000-	3493702599	MAPLE HILL CEMETERY,203 MAPLE HILL DR,35801	72769	03/07/2022	40.11
		1000-51-00000-515340-00000000-	3495913116	CREDIT APPLIED TO INV. 3493702599	72769	03/07/2022	(40.11)
		1000-30-30600-515340-00000000-	3501212917	2411 9TH AVE. SW, HERBERT T., 256-564-8026	72881	03/08/2022	307.99
		1000-50-00000-515340-00000000-	3500522029	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	72881	03/08/2022	568.72
		1000-50-00000-515340-00000000-	3501212921	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	72882	03/08/2022	10.49
		1000-50-00000-515340-00000000-	3501212925	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	72882	03/08/2022	26.50
		1000-50-00000-515340-00000000-	3501212923	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	72882	03/08/2022	11.53
		1000-17-17100-515340-00000000-	3500522027	TRACY ITS 101 CHURCH ST STE 201 256-427-5097	72881	03/08/2022	526.67
		1000-30-30600-515340-00000000-	3500522024	2411 9TH AVE. SW, HERBERT T., 256-564-8026	72881	03/08/2022	386.08
		1000-41-41100-515340-00000000-	3500015624	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	72881	03/08/2022	1,052.58
		1000-55-55400-515340-00000000-	3500522018	Y.HOPSON 4209 EAST SCHRIMSER LANE 256-650-4344	72881	03/08/2022	739.99
		1000-51-00000-515340-00000000-	3500522020	MAPLE HILL CEMETERY,203MAPLE HILL DR.HSV AL35801	72881	03/08/2022	174.38
		1000-51-00000-515340-00000000-	3500522021	MAPLE HILL CEMETERY,203MAPLE HILL DR.HSV AL35801	72882	03/08/2022	2.69
		1000-30-30400-515340-00000000-	3500015604	2411 9TH AVE. SW, DAVID D., 256-564-8026	72882	03/08/2022	36.49
		1000-30-30600-515340-00000000-	3500015603	2411 9TH AVE, 2ND FL, JERRY SHELTON, 256-564-8026	72882	03/08/2022	27.99
		1000-55-55300-515340-00000000-	3500015629	R.DOUGLAS/4209 E. SCHRIMSHER LN/256-883-3949	72881	03/08/2022	461.45
		1000-73-73100-515340-00000000-	3500015627	320 FOUNTAIN CIRC HSVA DANISHA LAMPLEY 2564275750	72881	03/08/2022	102.03
		1000-13-13100-515340-00000000-	3500015626	S HOUSTON/308 FOUNTAIN CIR/4TH FL 2564275034	72881	03/08/2022	74.24
		1000-72-00000-515340-00000000-	3500015625	INSPECTION DEPT 320 FOUNTAIN CIR S MIZE 427-5337	72881	03/08/2022	728.33
		1000-42-42100-515340-00000000-	3500015623	LAVADA MASON 2219 HALL AVE 256-883-3979	72882	03/08/2022	15.79
		1000-50-00000-515340-00000000-	3500015608	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	72882	03/08/2022	26.50
		1000-75-75100-515340-00000000-	3500015607	M.MILLS,2100 CLINTON AVE.,HSV,AL,256-427-5563	72881	03/08/2022	52.99
		1000-30-30400-515340-00000000-	3500015605	2411 9TH AVE. SW, DAVID D., 256-564-8026	72882	03/08/2022	35.96
		1000-10-00000-515340-00000000-	3500015619	S KING 308 FOUNTAIN CIR 8TH FL HSV AL 427-5004	72881	03/08/2022	79.91
		1000-42-42100-515340-00000000-	3500015622	LAVADA MASON 2219 HALL AVE 256-883-3979	72881	03/08/2022	555.11
		1000-30-30600-515340-00000000-	3500015615	2411 9TH AVE, 2ND FL, JERRY SHELTON, 256-564-8026	72881	03/08/2022	474.12
		1000-10-00000-515340-00000000-	3498039752	SKING 308 FOUNTAIN CIR 8TH FL 35801 2564275001	72881	03/09/2022	635.70
		1000-51-00000-515340-00000000-	3501212916	MAPLE HILL CEMETERY,203MAPLE HILL DR.HSV AL35801	72882	03/09/2022	19.97
		1000-16-16100-515340-00000000-	3500015618	308 FOUNTAIN CIRCLE/ASHLEY J./256-427-5241	72881	03/09/2022	118.56
		1000-16-16100-515340-00000000-	3500522025	308 FOUNTAIN CIRCLE/ASHLEYJ/256-427-5241	72881	03/09/2022	197.05
		1000-18-00000-515340-00000000-	3500015654	CUSTOM NOTARY EMBOSSER	PCard	03/10/2022	35.17

	Total Paid by Vendor					**7,687.43**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-231101-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	2,111.00
	1000-00-00000-231101-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	25,982.73
	1000-00-00000-231102-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	8,925.00
	1000-00-00000-231103-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	2,971.40
	1000-00-00000-231104-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	2,000.00
	1000-00-00000-231105-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	2,631.10
	1000-00-00000-231107-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	1,665.00
	1000-00-00000-231108-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	13,370.00
	1000-00-00000-231109-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	2,130.00
	1000-00-00000-231110-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	540.00
	1000-00-00000-231111-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	3,825.00
	1000-00-00000-231112-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	3,825.00
	1000-00-00000-231113-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	3,591.00
	1000-00-00000-231114-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	361.32
	1000-43-00000-430100-00000000-	125990-123121	DECEMBER 2021 MONTHLY REPORT	72656	02/28/2022	90.00
	1000-00-00000-231200-00000000-	125990-123121A	DECEMBER 2021 MONTLY REPORT	72655	02/28/2022	3,710.00
	1000-00-00000-231201-00000000-	125990-123121A	DECEMBER 2021 MONTLY REPORT	72655	02/28/2022	6,390.00
	1000-00-00000-231202-00000000-	125990-123121A	DECEMBER 2021 MONTLY REPORT	72655	02/28/2022	265.00
	1000-00-00000-240530-00000000-	FEBRUARY, 2022	FEBRUARY, 2022 RPT-AL CONST IND CRAFT TRNG FEE	72657	03/01/2022	64,366.00
	Total Paid by Vendor					**148,749.55**
STRICKLAND COMPANIES	1000-00-00000-140110-00000000-	HU871411-00	PAPER FOR STOCK	72658	02/28/2022	241.20
	1000-12-12500-515340-00000000-	HU877576-00	PAPER FOR STOCK	72770	03/07/2022	412.10
	1000-30-30100-515340-00000000-	HU882510-00	COPY PAPER FOR THE PARKS & RECREATION ADMIN OFC	72883	03/08/2022	167.70
	1000-12-12500-515340-00000000-	HU879934-01	PAPER FOR STOCK	72883	03/08/2022	151.64
	1000-12-12500-515340-00000000-	HU877576-01	PAPER FOR STOCK	72883	03/08/2022	79.94
	Total Paid by Vendor					**1,052.58**
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	201857	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	72771	03/03/2022	469.77
	1000-14-14100-515700-00000000-	253304	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	72771	03/03/2022	200.05
	1000-14-14100-515700-00000000-	201910	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	72771	03/03/2022	734.74
	1000-14-14100-515700-00000000-	253178	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	72771	03/04/2022	1,240.53
	Total Paid by Vendor					**2,645.09**
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000101957	FY22 BLANKET PO SOLE SOURCE LUKE SERVICES PARKING	72659	03/02/2022	2,430.00
	1000-17-17100-515250-00000000-	IRIS0000101777	FY22 BLANKET PO SOLE SOURCE LUKE SERVICES PARKING	72659	03/02/2022	540.00
	Total Paid by Vendor					**2,970.00**
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	22-5896	HP LJ M283FDW MFP EN-J.SCHENK-BROWN, TBD	PCard	03/11/2022	897.26
	Total Paid by Vendor					**897.26**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	256463	Payroll Run 1 - Warrant 220306	72800	03/11/2022	734.75
	Total Paid by Vendor					**734.75**
TERESA LYNN LEE	1000-30-30200-515370-00000000-	T.LEE 030122	BLANKET-GROUP EXERCISE CLASSES @ JLC	72886	03/08/2022	25.00
	Total Paid by Vendor					**25.00**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN336900	PLOTTER REPAIR FOR PL/GIS HP DJ T1120 PLOTTER	72661	03/01/2022	329.19
	Total Paid by Vendor					**329.19**
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-676028	COM TX 022822/TTC1-676028	72772	03/03/2022	165.43
	1000-15-15100-513030-00000000-	TTC1-676028	COM TX 022822/TTC1-676028	72772	03/03/2022	189.50
	1000-15-15100-513030-00000000-	TTC1-676028	COM TX 022822/TTC1-676028	72772	03/03/2022	770.00
	1000-15-15100-513030-00000000-	TTC1-676029	COM TX 022822/TTC1-676029	72772	03/03/2022	38.00
	1000-15-15100-513030-00000000-	TTC1-676029	COM TX 022822/TTC1-676029	72772	03/03/2022	51.43
	1000-15-15100-513030-00000000-	TTC1-676029	COM TX 022822/TTC1-676029	72772	03/03/2022	396.00
	Total Paid by Vendor					**1,610.36**
TRAVELLER MULTI-MEDIA NETWORK LLC	1000-17-17300-520200-00000000-	0805-4282	20-927 QUOTE #01242022-1 BRAHAN SPRING PARK REC UP	72887	03/08/2022	3,557.08
	Total Paid by Vendor					**3,557.08**
TRI COUNTY SHOES INCORPORATED	1000-14-14320-515670-00000000-	84096	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	72865	03/08/2022	100.00
	1000-14-14320-515670-00000000-	84100	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	72865	03/08/2022	100.00
	1000-14-14320-515670-00000000-	84099	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	72865	03/08/2022	100.00
	Total Paid by Vendor					**300.00**
UNITED RENTALS NORTH AMERICA INC	1000-55-55300-513050-00000000-	199371939-005	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72890	03/09/2022	2,763.00
	Total Paid by Vendor					**2,763.00**
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-52-52100-515520-00000000-	B-410481	PORT-O-LET SERVICES (BLANKET)	PCard	03/10/2022	175.00
	1000-52-52900-515520-00000000-	B-409427	PORT-O-LET SERVICES (BLANKET)	PCard	03/10/2022	175.00
	Total Paid by Vendor					**350.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	256461	Payroll Run 1 - Warrant 220306	72801	03/11/2022	507.10

		Total Paid by Vendor					**507.10**
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	256470	Payroll Run 1 - Warrant 220306	72790	03/11/2022	500.00
		Total Paid by Vendor					**500.00**
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	256472	Payroll Run 1 - Warrant 220306	72791	03/11/2022	210.82
		Total Paid by Vendor					**210.82**
	US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAX PYMT 220306	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220306	72780	03/09/2022	147,430.16
		1000-00-00000-210120-00000000-	FEDTAX PYMT 220306	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220306	72780	03/09/2022	628,576.50
		1000-00-00000-210140-00000000-	FEDTAX PYMT 220306	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220306	72780	03/09/2022	436,002.58
		Total Paid by Vendor					**1,212,009.24**
	USDA APHIS WILDLIFE SERVICES	1000-52-52700-515370-00000000-	6012747	WILDLIFE REMOVAL	PCard	03/10/2022	2,962.67
		Total Paid by Vendor					**2,962.67**
	VALLEY EQUIPMENT RENTAL	1000-52-52500-515340-00000000-	69355	STUMP GRINDER - WEST MAINTENANCE	72892	03/09/2022	2,566.29
		Total Paid by Vendor					**2,566.29**
	VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	RENT3/22	RENT FOR 620 PEARL AVE MARCH 2022	72665	03/03/2022	3,500.00
		Total Paid by Vendor					**3,500.00**
	VINCENT WHITMAN	1000-19-00000-515190-00000000-	CLAIM FY22-030	SETTLEMENT OF CLAIM FY22-030	72667	03/02/2022	946.00
		Total Paid by Vendor					**946.00**
	WAAY TV	1000-42-42100-515430-00000000-	84743-1	SOCIAL MEDIA FIRE RECRUITMENT	72774	03/03/2022	5,000.00
		Total Paid by Vendor					**5,000.00**
	WATER CONDITIONING INC	1000-14-14300-515370-00000000-	0050722	2022 BLANKET PO VETERANS PARK PM SERVICE	PCard	03/11/2022	260.00
		Total Paid by Vendor					**260.00**
	WH THOMAS OIL CO INC	1000-51-00000-515340-00000000-	408113	FOR CEMETERY DEPARTMENT	PCard	03/11/2022	29.88
		Total Paid by Vendor					**29.88**
	WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	36415	2022 BLANKET PO LAUNDRY REPAIRS	72672	02/28/2022	543.85
		1000-14-14300-513010-00000000-	36453	2022 BLANKET PO LAUNDRY REPAIRS	72672	02/28/2022	855.15
		1000-14-14300-513010-00000000-	36498	2022 BLANKET PO LAUNDRY REPAIRS	72896	03/08/2022	396.15
		Total Paid by Vendor					**1,795.15**
	WILMER & LEE PA	1000-42-42100-515370-00000000-	22538379	FIRE STATION NO. 20	72897	03/09/2022	145.00
		Total Paid by Vendor					**145.00**
	WILSON LUMBER COMPANY	1000-52-52200-515340-00000000-	715746	BUILDING MATERIALS FOR SPECIAL EVENTS	PCard	03/10/2022	127.67
		Total Paid by Vendor					**127.67**
	WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S102801267.001	2022 BLANKET PO - NONBID ITEMS	72899	03/08/2022	307.69
		1000-14-14300-513010-00000000-	S102831347.001	2022 BLANKET PO - NONBID ITEMS	72899	03/08/2022	17.17
		Total Paid by Vendor					**324.86**
	WIZ KIDZ LLC	1000-14-14300-515460-00000000-	032022	2022 BLANKET SHONEY DR. LEASE	72675	03/01/2022	5,000.00
		Total Paid by Vendor					**5,000.00**
	WL HALSEY GROCERY CO	1000-30-30200-515340-00000000-	575063	SNACKS & DRINKS FOR AFTER SCHOOL AND CAMP PROGRAM	72734	03/04/2022	265.60
		Total Paid by Vendor					**265.60**
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN1594055	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	72779	03/03/2022	25.00
		Total Paid by Vendor					**25.00**
	YARBROUGH PARTNERS LLC	1000-70-70200-515460-00000000-	64534	RENT FOR 120 HOLMES AVE. (BLANKET PO)	72677	03/01/2022	3,266.90
		Total Paid by Vendor					**3,266.90**
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9015874294	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	72900	03/08/2022	433.14
		1000-50-00000-515161-00000000-	901574002	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	72900	03/08/2022	232.50
		1000-50-00000-515161-00000000-	9015898772	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	PCard	03/10/2022	1,622.25
		Total Paid by Vendor					**2,287.89**
	Total by Fund 1000						**7,816,329.90**
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20220113 16-1	BEHAVIORAL HEALTH SYS. CLAIMS INV 1/1/22-1/31/22	72690	03/07/2022	59,445.10
		1005-00-00000-517030-00000000-	20220113 15-12	BEHAV. HEALTH SYS. CLAIMS INV. FOR 120121-123121	72690	03/07/2022	39,260.30
		Total Paid by Vendor					**98,705.40**
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-140200-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	(65.56)
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	125.00
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	325,771.26
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	54.35
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	103,512.89
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	1,724.38
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	1,588.17
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	326,569.15
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	68.98
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	158,241.63
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	1,095.63
		Total Paid by Vendor					**918,685.88**

	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	37331	Stop Loss Fee - Feb 2022	72704	03/07/2022	1,833.00
		1005-00-00000-517040-00000000-	37332	Stop Loss Fee - March 2022	72704	03/07/2022	1,833.00
		Total Paid by Vendor					**3,666.00**
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-00000000-	860053255/56 12/1/21	PREM 12/1/21 GROUP LIFE & LONG TERM DISABILITY INS	72611	03/01/2022	22,651.12
		Total Paid by Vendor					**22,651.12**
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1181644-030422	CITY'S GROUP HEALTH REINSURANCE 3/22	72754	03/07/2022	93,388.42
		Total Paid by Vendor					**93,388.42**
	Total by Fund 1005						**1,137,096.82**
1010	STAPLES INC	1010-30-30403-515520-00000000-	3500015612	2411 9TH AVE, 2ND FL, CJ VANKAMPEN,256-564-8026	72881	03/08/2022	114.32
		Total Paid by Vendor					**114.32**
	Total by Fund 1010						**114.32**
2000	COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA	2000-54-5416D-515790-PT509020-	2123829-011122	MEMBERSHIP FEE 2022	72574	02/28/2022	1,600.00
		Total Paid by Vendor					**1,600.00**
	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	930.07
		2000-54-54M10-514010-PT504010-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	1,544.95
		2000-54-54D10-514010-PT504010-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	619.29
		2000-54-54M10-514010-PT504010-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	1,714.52
		2000-54-54D10-514010-PT504010-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	375.79
		2000-54-54M10-514010-PT504010-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	925.87
		2000-54-54D10-514010-PT504010-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	793.05
		2000-54-54M10-514010-PT504010-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	1,502.85
		2000-54-54160-514010-PT504010-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	40.71
		2000-54-54D10-514010-PT504010-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	650.24
		2000-54-54M10-514010-PT504010-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	1,538.94
		2000-54-54D10-514010-PT504010-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	896.75
		2000-54-54M10-514010-PT504010-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	1,590.71
		2000-54-54D10-514010-PT504010-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	1,118.35
		2000-54-54M10-514010-PT504010-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	1,911.78
		2000-54-54D10-514010-PT504010-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	794.46
		2000-54-54M10-514010-PT504010-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	1,929.72
		2000-54-54M41-515340-PT504990-	INV-183313	DIESEL EXHAUST FLUID (BLANKET PO)	72826	03/09/2022	687.50
		Total Paid by Vendor					**19,565.55**
	HOME DEPOT USA INC	2000-54-5416D-515340-PT504990-	670229285	500B CHURCH ST/EEGEE MCANALLY/427-5206/ 2ND FLOOR	72600	02/28/2022	41.93
		2000-54-5416M-515340-PT504990-	670229285	500B CHURCH ST/EEGEE MCANALLY/427-5206/ 2ND FLOOR	72600	02/28/2022	41.94
		2000-54-5416D-515340-PT504990-	671247211	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72600	03/02/2022	30.69
		2000-54-5416M-515340-PT504990-	671247211	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72600	03/02/2022	30.69
		2000-54-5416D-515340-PT504990-	671506772	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/03/2022	223.39
		2000-54-5416M-515340-PT504990-	671506772	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/03/2022	223.39
		2000-54-5416D-515340-PT504990-	671506764	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/03/2022	87.74
		2000-54-5416M-515340-PT504990-	671506764	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/03/2022	87.74
		2000-54-5416D-515340-PT504990-	671506756	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72736	03/03/2022	11.24
		2000-54-5416M-515340-PT504990-	671506756	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72736	03/03/2022	11.25
		2000-54-5416D-515340-PT504990-	670986454	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/07/2022	103.00
		2000-54-5416M-515340-PT504990-	670986454	500B CHURCH ST/EMCANALLY/4275206(PUNCHOUT)	72736	03/07/2022	103.00
		Total Paid by Vendor					**996.00**
	INDUSTRIAL CONTRACTOR SUPPLY LLC	2000-54-5416D-515340-PT504990-	52463	500B CHURCH ST/EEGEE MCANALLY/256-427-5206 2ND FL	72604	03/02/2022	74.14
		2000-54-5416M-515340-PT504990-	52463	500B CHURCH ST/EEGEE MCANALLY/256-427-5206 2ND FL	72604	03/02/2022	74.14
		Total Paid by Vendor					**148.28**
	MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	231859	NAPA TRX DATE 022322	72494	02/28/2022	84.41
		2000-54-54D41-513030-PT503050-	231905	NAPA TRX DATE 022422	72494	02/28/2022	10.30
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	1.71
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	3.09
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	6.28
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	11.96
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	36.00
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	240.90
		2000-54-54D41-513030-PT503050-	231954	NAPA TRX DATE 022522	72614	03/02/2022	380.12
		2000-54-54D41-513030-PT503050-	231974	NAPARETURNTRAN 022522	72614	03/02/2022	(36.00)
		2000-54-54D41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	2.94
		2000-54-54D41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	3.60
		2000-54-54D41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	15.54
		2000-54-54D41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	16.14

2000-54-54D41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	20.79
2000-54-54M41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	4.48
2000-54-54M41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	10.09
2000-54-54M41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	21.38
2000-54-54M41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	32.74
2000-54-54M41-513030-PT503050-	232077	NAPA TRX DATE 030222	72745	03/03/2022	51.27
2000-54-54D41-513030-PT503050-	232049	NAPA TRX DATE 030122	72745	03/03/2022	2.74
2000-54-54D41-513030-PT503050-	232049	NAPA TRX DATE 030122	72745	03/03/2022	2.94
2000-54-54D41-513030-PT503050-	232049	NAPA TRX DATE 030122	72745	03/03/2022	3.60
2000-54-54D41-513030-PT503050-	232049	NAPA TRX DATE 030122	72745	03/03/2022	13.05
2000-54-54M41-513030-PT503050-	232049	NAPA TRX DATE 030122	72745	03/03/2022	55.67
2000-54-54M41-513030-PT503050-	232143	NAPA TRX DATE 030322	72745	03/07/2022	9.51
2000-54-54M41-513030-PT503050-	232143	NAPA TRX DATE 030322	72745	03/07/2022	659.62
2000-54-54160-515340-PT504990-	231517	BLANKET PO SUPPLIES FOR PUBLIC TRANSIT	72745	03/07/2022	750.48
2000-54-54D41-513030-PT503050-	223311-231589	OPEN INVOICES THRU 2/15/22 NOT ON IMPORT FILES	72746	03/07/2022	1,424.73
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	10.09
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	11.73
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	15.21
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	25.00
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	31.56
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	32.74
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	51.27
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	63.43
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	79.02
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	84.96
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	125.59
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	183.81
2000-54-54M41-513030-PT503050-	232169	NAPA TRX DATE 030422	72745	03/07/2022	2,371.71
2000-54-54M41-513030-PT503050-	232221	NAPA TRX DATE 030722	72852	03/09/2022	15.54
2000-54-54M41-513030-PT503050-	232221	NAPA TRX DATE 030722	72852	03/09/2022	286.41
2000-54-54M41-513030-PT503050-	232221	NAPA TRX DATE 030722	72852	03/09/2022	3,765.44
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	6.44
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	31.82
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	34.60
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	82.33
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	94.60
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	287.44
2000-54-54D41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	326.52
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	5.48
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	10.09
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	15.21
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	16.44
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	27.51
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	32.74
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	48.35
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	51.27
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	52.32
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	63.43
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	125.59
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	204.00
2000-54-54M41-513030-PT503050-	232266	NAPA TRX DATE 030822	72852	03/09/2022	479.72
2000-54-54M41-513030-PT503050-	232273	NAPARETURNTRAN 030822	72852	03/09/2022	(204.00)
2000-54-54D41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	2.94
2000-54-54D41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	3.60
2000-54-54D41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	6.08
2000-54-54D41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	8.22
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	8.72
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	10.09
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	15.21
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	31.56
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	32.74
2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	32.88

	2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	51.27
	2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	84.96
	2000-54-54M41-513030-PT503050-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	125.59
	2000-54-54D41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	4.12
	2000-54-54D41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	12.42
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	1.81
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	5.48
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	10.09
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	15.21
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	17.44
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	31.56
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	40.73
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	47.81
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	51.27
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	63.43
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	201.06
	2000-54-54M41-513030-PT503050-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	577.24
	Total Paid by Vendor					**14,279.02**
PCARD PAYMENTS	2000-54-54160-515340-PT504990-	256948	LEWTER HARDWARE HOSE CLAMP ORBIT BUS	PCard	03/01/2022	15.54
	Total Paid by Vendor					**15.54**
SERVICEWEAR APPAREL	2000-54-5416D-515670-PT502130-	0046997356	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	159.90
	2000-54-5416M-515670-PT502130-	0046997356	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	159.90
	2000-54-5416D-515670-PT502130-	0044278551	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	02/28/2022	52.92
	2000-54-5416M-515670-PT502130-	0044278551	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	02/28/2022	52.93
	2000-54-5416D-515670-PT502130-	046997342	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	02/28/2022	53.56
	2000-54-5416M-515670-PT502130-	046997342	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	02/28/2022	53.56
	2000-54-54D10-515670-PT502130-	0047009838	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	163.90
	2000-54-54M10-515670-PT502130-	0047009839	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	162.36
	2000-54-54D10-515670-PT502130-	0046997344	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	02/28/2022	100.31
	2000-54-54D10-515670-PT502130-	0046997345	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	307.73
	2000-54-54D10-515670-PT502130-	0046997355	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	178.49
	2000-54-54D10-515670-PT502130-	0046997347	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	186.15
	2000-54-54D10-515670-PT502130-	0046997357	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	244.98
	2000-54-5416D-515670-PT502130-	0047009837	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	160.01
	2000-54-5416M-515670-PT502130-	0047009837	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	02/28/2022	160.00
	2000-54-5416D-515670-PT502130-	0047044316	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	89.70
	2000-54-5416M-515670-PT502130-	0047044316	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	89.70
	2000-54-54D10-515670-PT502130-	0047044312	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	188.32
	2000-54-54D10-515670-PT502130-	0047044313	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	215.17
	2000-54-54D10-515670-PT502130-	0047044314	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	188.88
	2000-54-54D10-515670-PT502130-	0047044319	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	183.27
	2000-54-54D10-515670-PT502130-	0047033284	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	309.24
	2000-54-54D10-515670-PT502130-	0047033290	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	171.76
	2000-54-54D10-515670-PT502130-	0047033285	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	236.69
	2000-54-54D41-515670-PT502130-	0047033289	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	106.20
	2000-54-54M41-515670-PT502130-	0047033289	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	106.21
	2000-54-54M42-515670-PT502130-	0047033289	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	106.21
	2000-54-54D10-515670-PT502130-	0047033288	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	229.82
	2000-54-54D10-515670-PT502130-	0047033286	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	157.32
	2000-54-54D10-515670-PT502130-	0047033287	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	142.67
	2000-54-54D10-515670-PT502130-	0047021783	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72643	03/02/2022	314.74
	2000-54-54M10-515670-PT502130-	0047021781	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	03/02/2022	82.08
	2000-54-54D10-515670-PT502130-	0047021782	UNIFORMS-PUBLIC TRANSIT (BLANKET)	72642	03/02/2022	115.59
	Total Paid by Vendor					**5,230.27**
SOUTHERN ELEVATOR SERVICE INC	2000-54-54M10-515340-PT504990-	13248	14 Q STRANIT FEMALE HALF OF LAP BELTS	72651	03/02/2022	669.37
	Total Paid by Vendor					**669.37**
STAPLES INC	2000-54-54160-515340-PT504990-	3495913128	500B CHURCH ST/EEGEE MCANALLY/427-5206	72769	03/07/2022	(23.97)
	2000-54-5416D-515340-PT504990-	3496585081	GEN OFFICE SUPPLIES- MOUSE	72769	03/07/2022	95.58
	2000-54-5416M-515340-PT504990-	3496585081	GEN OFFICE SUPPLIES- MOUSE	72769	03/07/2022	95.58
	2000-54-54160-513040-PT504990-	3501212919	500B CHURCH ST/EEGEE MCANALLY/25-426-5206/2ND FL	72881	03/08/2022	41.01
	2000-54-54160-513040-PT504990-	3500522028	500B CHURCH ST/EEGEE MCANALLY/25-426-5206/2ND FL	72881	03/08/2022	133.06
	2000-54-5416D-513040-PT504990-	3500522026	500B CHURCH ST/EEGEEMCANALLY/256-476-5206 2ND FL	72881	03/08/2022	43.39

		2000-54-5416M-513040-PT504990-	3500522026	500B CHURCH ST/EEGEEMCANALLY/256-476-5206 2ND FL	72881	03/08/2022	43.41
		2000-54-5416D-513040-PT504990-	3500015616	500B CHURCH ST./EEGEE MCANALLY/256-427-5206	72881	03/08/2022	204.12
		2000-54-5416M-513040-PT504990-	3500015616	500B CHURCH ST./EEGEE MCANALLY/256-427-5206	72881	03/08/2022	204.16
		2000-54-5416D-513040-PT504990-	3500015609	500B CHURCH ST/EEGEE MCANALLY/427-5206/2ND FLOOR	72881	03/08/2022	274.38
		Total Paid by Vendor					**1,110.72**
	Total by Fund 2000						**43,614.75**
2001	SCHOEL ENGINEERING COMPANY INC	2001-54-62000-522000-EDPROFSV-	523623	BOUNDARY SURVEY & TOPO - NEW TRANSIT STATION	72639	03/01/2022	4,050.00
		Total Paid by Vendor					**4,050.00**
	Total by Fund 2001						**4,050.00**
2100	ACCELERATED RISK MANAGEMENT LLC	2100-70-70300-523000-00000000-00128	2202148	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	72804	03/09/2022	225.00
		Total Paid by Vendor					**225.00**
	GTEC LLC	2100-70-70100-515520-PN200010-00007	695	PHASE 1 ENVIRONMENTAL SITE ASSESSMENT	72595	03/02/2022	2,400.00
		Total Paid by Vendor					**2,400.00**
	MODEL ENVIRONMENT LLC	2100-70-70100-515520-PN200010-00007	INV001	HOMELESS CAMP CLEANUP (BLANKET)	PCard	03/10/2022	500.00
		2100-70-70100-515520-PN200010-00007	INV02	HOMELESS CAMP CLEANUP (BLANKET)	PCard	03/10/2022	800.00
		Total Paid by Vendor					**1,300.00**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00128	LOANS02/2022	SERVICING FEE PER LOANS (BLANKET PO)	72628	03/02/2022	462.50
		Total Paid by Vendor					**462.50**
	STAPLES INC	2100-70-70100-515340-00000000-00128	3492211846	CREDIT APPLIED TO INV. 3491380216	72769	03/07/2022	(5.06)
		2100-70-70100-515340-00000000-00128	3500522022	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	72881	03/08/2022	220.15
		Total Paid by Vendor					**215.09**
	WILSON LUMBER COMPANY	2100-70-70300-523000-00000000-00128	712033	MATERIALS FOR DMP PROJECTS (BLANKET PO)	72674	03/02/2022	58.90
		2100-70-70300-523000-00000000-00128	711033	MATERIALS FOR DMP PROJECT AT 2217 BEASLEY	PCard	03/10/2022	1,762.80
		Total Paid by Vendor					**1,821.70**
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-00000000-00128	64534	RENT FOR 120 HOLMES AVE. (BLANKET PO)	72677	03/01/2022	3,266.90
		2100-70-70300-515460-00000000-00128	64534	RENT FOR 120 HOLMES AVE. (BLANKET PO)	72677	03/01/2022	2,800.20
		Total Paid by Vendor					**6,067.10**
	Total by Fund 2100						**12,491.39**
2101	ASHAKIRAN INC	2101-70-70100-515340-00000000-00130	REQ15HESGCV20	REIMBURSE EXPENSE REQUEST NO 15	72557	03/03/2022	34,145.67
		Total Paid by Vendor					**34,145.67**
	CASA OF MADISON COUNTY	2101-70-70100-515520-00000000-00119	REQ1CDBG-CV	EXPENSE REQUEST #1 CDBG-CV	72566	03/01/2022	2,549.82
		Total Paid by Vendor					**2,549.82**
	DIOCESE OF BIRMINGHAM IN ALABAMA	2101-70-70100-515520-00000000-00139	REQ1USTREASURY/2	RENT AND UTILITY ASSISTANCE DRAW #1	72584	03/01/2022	200,000.00
		2101-70-70100-515370-00000000-00122	REQ7ADMIN	OUTSIDE PROFESSIONAL SERVICES REQ # 7 ERAP1	72583	03/01/2022	28,053.49
		2101-70-70100-515520-00000000-00119	REQ1CDBG-CV	REIMBURSE EXPENSE REQUEST # 1 CDBG-CV	72712	03/07/2022	35,000.00
		Total Paid by Vendor					**263,053.49**
	DISABLED AMERICAN VETERANS	2101-70-70100-515370-00000000-00130	REQ15HESGCV20	REIMBURSE EXPENSE REQUEST NO 15	72713	03/07/2022	2,206.06
		2101-70-70100-515520-00000000-00130	REQ15HESGCV20	REIMBURSE EXPENSE REQUEST NO 15	72713	03/07/2022	8,693.57
		Total Paid by Vendor					**10,899.63**
	FAMILY SERVICES CENTER INC	2101-70-70100-515520-00000000-00119	REQ1CDBG-CV	REIMBURSE EXP REQUEST # 1 CDBG-CV	72591	03/01/2022	3,665.00
		Total Paid by Vendor					**3,665.00**
	FIRST STOP INC	2101-70-70100-515370-00000000-00130	REQ14HESGCV20	REIMBURSE EXPENSE REQUEST NO 14	72592	03/03/2022	89,220.25
		2101-70-70100-515520-00000000-00119	REQ2CDBG-CV	REIMBURSE EXPENSE REQUEST 2 CDBG-CV	72721	03/04/2022	3,524.50
		Total Paid by Vendor					**92,744.75**
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2101-70-70100-515520-00000000-00119	REQ5CDBG-CV	EXPENSE REQUEST #5 CDBG-CV	72622	03/02/2022	23,182.22
		2101-70-70100-515370-00000000-00130	REQ14HESGCV20	REIMBURSE EXPENSE REQUEST NO 14	72621	03/03/2022	17,794.82
		Total Paid by Vendor					**40,977.04**
	RIAH ROSE HOME FOR CHILDREN	2101-70-70100-515520-00000000-00119	REQ2CDBG-CV	REIMBURSE EXPENSE REQUEST # 2 CDBG-CV	72758	03/07/2022	1,054.95
		Total Paid by Vendor					**1,054.95**
	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2628019	TEMP EMPLOYEES (BLANKET PO)	72768	03/04/2022	1,361.21
		Total Paid by Vendor					**1,361.21**
	WELLSTONE BEHAVIORAL HEALTH	2101-70-70100-515370-00000000-00130	REQ15HESGCV20	REIMBURSE EXPENSE REQUEST NO 15	72670	03/03/2022	15,772.52
		Total Paid by Vendor					**15,772.52**
	Total by Fund 2101						**466,224.08**
2500	BOSTICK LANDSCAPE ARCHITECTS	2500-14-00000-521014-00000000-	MARCH 1, 2022	ARCHITECTURAL SERVICES- JOHNSO	72812	03/08/2022	113,400.00
		Total Paid by Vendor					**113,400.00**
	Total by Fund 2500						**113,400.00**
3020	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	108232	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72551	02/28/2022	1,180.00
		3020-55-00000-516040-00000000-	108152	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72551	02/28/2022	1,180.00
		3020-55-00000-516040-00000000-	108063	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72551	02/28/2022	1,170.00
		3020-55-00000-516040-00000000-	107857	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72551	02/28/2022	111.00
		3020-55-00000-516010-00000000-	107280	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/01/2022	522.00

	3020-55-00000-516010-00000000-	107717	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/01/2022	258.75
	3020-55-00000-516010-00000000-	107794	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	585.00
	3020-55-00000-516010-00000000-	107795	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	232.00
	3020-55-00000-516010-00000000-	108151	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	174.00
	3020-55-00000-516010-00000000-	108153	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	169.50
	3020-55-00000-516010-00000000-	108231	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	452.00
	3020-55-00000-516010-00000000-	108233	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	116.00
	3020-55-00000-516010-00000000-	108354	FY22 CONCRETE BLANKET--MAINTENANCE	72551	03/02/2022	116.00
	3020-55-00000-516010-00000000-	107858	FY22 CONCRETE BLANKET--MAINTENANCE	72682	03/03/2022	354.00
	3020-55-00000-516010-00000000-	107856	FY22 CONCRETE BLANKET--MAINTENANCE	72806	03/08/2022	540.00
	3020-55-00000-516040-00000000-	108455	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72806	03/09/2022	242.00
	Total Paid by Vendor					**7,402.25**
CAMPBELL TRANSPORT	3020-55-00000-516040-00000000-	4135	EMERGENCY TRANSPORT FOR PWS CONSTRUCTION	72565	02/28/2022	500.00
	3020-55-00000-516040-00000000-	4181	EMERGENCY TRANSPORT FOR PWS CONSTRUCTION	72565	03/01/2022	500.00
	3020-55-00000-516040-00000000-	4191	EMERGENCY TRANSPORT FOR PWS CONSTRUCTION	72817	03/09/2022	600.00
	3020-55-00000-516040-00000000-	4192	EMERGENCY TRANSPORT PWS CONSTRUCTION	72817	03/09/2022	500.00
	Total Paid by Vendor					**2,100.00**
CDG ENGINEERS & ASSOCIATES, INC	3020-71-00000-527000-PR8213XX-	4-5 PTS DRAINAGE	FIVE POINTS DRAINAGE STUDY, EN	72697	03/08/2022	23,982.01
	Total Paid by Vendor					**23,982.01**
CHAPMAN SISSON ARCHITECTS INC	3020-14-00000-521003-00000000-	2022-8167 REIMB EXP	REMBURSABLE EXPENSES	72819	03/08/2022	8.91
	3020-14-00000-521003-00000000-	2022-8167	ARCHITECTURAL SERVICES- JHP CH	72819	03/08/2022	17,769.90
	3020-14-00000-521003-00000000-	2022-8116 REIMB EXP	REIMBURSABLE EXPENSES	72819	03/08/2022	16.50
	3020-14-00000-521003-00000000-	2022-8116	ARCHITECTURAL SERVICES- JHP CH	72819	03/08/2022	17,769.90
	3020-14-00000-523021-00000000-	2022-8169 REIMB EXP	REIMBURSABLE EXPENSES	72819	03/08/2022	70.02
	3020-14-00000-523021-00000000-	2022-8169	ARCHITECUTURAL SERVICES- JOE D	72819	03/08/2022	9,575.04
	3020-14-00000-523021-00000000-	2022-8129	ARCHITECUTURAL SERVICES- JOE D	72819	03/08/2022	21,310.00
	Total Paid by Vendor					**66,520.27**
CORE & MAIN LP	3020-55-00000-516040-00000000-	Q401142	KNOCK OUT BOXES FOR STOCK	72822	03/08/2022	18,194.58
	3020-55-00000-516040-00000000-	Q308519	KNOCK OUT BOXES FOR STOCK	72822	03/08/2022	8,861.66
	3020-55-00000-516040-00000000-	Q401167	KNOCK OUT BOXES FOR STOCK	72822	03/08/2022	23,781.80
	3020-55-00000-516040-00000000-	Q410188	KNOCK OUT BOXES FOR STOCK	PCard	03/10/2022	11,112.19
	Total Paid by Vendor					**61,950.23**
DANA SAFETY SUPPLY	3020-15-00000-520100-00000000-	774409	EQUIPMENT FOR EQ# 022361	72710	03/04/2022	300.56
	3020-15-00000-520100-00000000-	772178	EQUIPMENT FOR 022375	72710	03/04/2022	980.00
	Total Paid by Vendor					**1,280.56**
EVANS & EVANS LAWYERS LLC	3020-71-00000-524003-00000000-	6897	GREENBRIER PKKWY, PHASE IV - SWINT CONDEM. TRACT 4	72828	03/08/2022	125.00
	3020-71-00000-524003-00000000-	7012	GREENBRIER PKWY PHASE V-PAGE CONDEM TRACT 3A	72828	03/08/2022	3,975.00
	Total Paid by Vendor					**4,100.00**
GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9325613202	ELECTRICAL ITEMS FOR PROJECT	72594	03/02/2022	365.16
	3020-75-00000-529000-00000000-	9325671271	ITEMS FOR PROJECT	72594	03/02/2022	244.59
	Total Paid by Vendor					**609.75**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	2613	HAYS GREEN ROOF MAINTENANCE (BLANKET)	72732	03/04/2022	1,101.60
	Total Paid by Vendor					**1,101.60**
HUMPHRIES FARM & TURF SUPPLY INC	3020-55-00000-516010-00000000-	27577	TOP SOIL FOR 7850 MEMORIAL PARKWAY SW	PCard	03/11/2022	2,547.00
	Total Paid by Vendor					**2,547.00**
INSIGHT PUBLIC SECTOR	3020-10-00000-520500-LAW00001-	1100907762	TV/MONITORS CRIME ANALYST	72741	03/07/2022	299.83
	Total Paid by Vendor					**299.83**
JAKE MARSHALL SERVICE INC	3020-14-00000-523038-00000000-	HUNTSVILLE-437924	FIRE STATION 8 HVAC DDC CONTROLS HONEYWELL	72844	03/08/2022	3,841.58
	3020-14-00000-513010-PR8610XX-	HUNTSVILLE-437145	OPTIMIST GYM HVAC CONTROLS UPGRADE	72844	03/08/2022	4,403.08
	Total Paid by Vendor					**8,244.66**
NORFOLK SOUTHERN RAILWAY COMPANY	3020-71-00000-527001-00000000-	455445	LIC#NS6437-CULVER NEAR PROP LINE 6201 OLD MAD PIKE	72857	03/08/2022	4,685.88
	Total Paid by Vendor					**4,685.88**
OMI INC	3020-71-00000-527000-00000000-	21589	BANKSTON MOTOR HOMES CULVERT D	72752	03/08/2022	996.40
	3020-14-00000-523021-00000000-	22513	ENGINEERING SERVICES - JOE DAV	72858	03/08/2022	467.50
	Total Paid by Vendor					**1,463.90**
PCARD PAYMENTS	3020-75-00000-529000-00000000-	256105	ITEMS FOR GREENBRIAR/MOORESVILLE SIGNAL CONSTRUCTI	PCard	02/28/2022	56.86
	3020-75-00000-529000-00000000-	256106	ITEMS FOR BRADFORD/WYNN SIGNAL CONSTRUCTION	PCard	02/28/2022	25.94
	3020-52-00000-513010-PR8431XX-	256116	MAINTENANCE AT HAYS	PCard	02/28/2022	18.98
	3020-75-00000-529000-00000000-	256127	ITEMS FOR GREENBRIAR/MOORESVILLE SIGNAL CONSTRUCTI	PCard	03/02/2022	68.13
	3020-52-00000-513010-PR8431XX-	256969	WATERPROOF SEALANT/SPRAYER FOR MAINTENANCE AT HAYS	PCard	03/03/2022	361.00
	3020-52-00000-513010-PR8431XX-	256971	TOOL KIT FOR MAINTENANCE AT HAYS (ICS DID NOT SELL	PCard	03/03/2022	529.00

		3020-52-00000-513010-PR8431XX-	256980	SUPPLIES FOR MAINTENANCE HAYS (FENCE/PLAYGROUND)	PCard	03/03/2022	334.63
		Total Paid by Vendor					**1,394.54**
	PENHALL COMPANY	3020-55-00000-516040-00000000-	102787	CONCRETE CUTTING FOR PWS CONSTRUCTION (BLANKET)	72755	03/04/2022	1,125.00
		Total Paid by Vendor					**1,125.00**
	PRECISION CONCRETE CUTTING	3020-55-00000-516050-00000000-	0225522A	SIDEWALK REPAIR ADA STANDARD (SOLE SOURCE)	72756	03/04/2022	100,000.00
		Total Paid by Vendor					**100,000.00**
	ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203001096	FY22 ASPHALT BLANKET--MAINTENANCE	72637	03/01/2022	2,334.72
		3020-55-00000-516010-00000000-	0209000259	FY22 ASPHALT BLANKET--MAINTENANCE	72870	03/08/2022	342.57
		3020-55-00000-516010-00000000-	0203001157	FY22 ASPHALT BLANKET--MAINTENANCE	72870	03/08/2022	5,351.16
		3020-55-00000-516010-00000000-	0203001138	FY22 ASPHALT BLANKET--MAINTENANCE	72870	03/08/2022	332.31
		3020-55-00000-516010-00000000-	334919-132-1	SPARKMAN GUARDRAIL REMOVAL	72870	03/08/2022	23,187.10
		Total Paid by Vendor					**31,547.86**
	S&ME INC	3020-14-00000-520600-PR8463XX-	1104860 REIMB EXP	REIMBURSABLE EXPENSES	72874	03/08/2022	200.00
		Total Paid by Vendor					**200.00**
	SCHOEL ENGINEERING COMPANY INC	3020-14-00000-523036-00000000-	523557	ENGINEERING SERVICES - BURRITT ADA PH 2	72639	03/01/2022	740.00
		3020-14-00000-521010-00000000-	523681	ENGINEERING SERVICES-HAYSLAND RD PARK	72639	03/01/2022	4,985.00
		Total Paid by Vendor					**5,725.00**
	SELECT TREES INC	3020-14-00000-523021-00000000-	210043	TREES - JOE DAVIS STADIUM RENOVATION	72641	03/02/2022	16,751.50
		Total Paid by Vendor					**16,751.50**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-14-00000-521003-00000000-	107078814-001	SHRUBBERY - LEEMAN FERRY	72648	03/02/2022	12,950.00
		3020-71-00000-527000-00000000-	114604369-001	REPLACEMENT TREES FOR VARIOUS DRAINAGE PROJECTS	72764	03/03/2022	438.80
		3020-71-00000-527000-00000000-	104416038-001	HAMPTON COVE WY/HAVER HILL & NEICAMP DRAINAGE	72764	03/03/2022	(440.00)
		Total Paid by Vendor					**12,948.80**
	SJ&L GENERAL CONTRACTOR LLC	3020-55-00000-516020-00000000-	APPL #1 RESURF STRTS	RESURFACING OF RES STREETS, 20	72878	03/08/2022	478,896.73
		Total Paid by Vendor					**478,896.73**
	SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529001-00000000-	45048	COBALT CONTROLLERS	72767	03/04/2022	16,375.00
		Total Paid by Vendor					**16,375.00**
	TRAV-AD SIGNS INC	3020-14-00000-521003-00000000-	97209	SITE SIGN-JOHN HUNT PARK SKATE PARK	72663	03/01/2022	209.27
		Total Paid by Vendor					**209.27**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	291148	ROLLED GOODS FOR PROJECT	72891	03/08/2022	1,538.00
		Total Paid by Vendor					**1,538.00**
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	51112689	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	72773	03/03/2022	716.28
		3020-55-00000-516040-00000000-	51112688	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	72773	03/03/2022	37,951.68
		3020-55-00000-516010-00000000-	51112687	FY22 ROCK BLANKET--MAINTENANCE	72895	03/08/2022	111.93
		3020-55-00000-516010-00000000-	51112690	FY22 ROCK BLANKET--MAINTENANCE	72895	03/08/2022	274.58
		3020-55-00000-516010-00000000-	51088739	FY22 ROCK BLANKET--MAINTENANCE	72895	03/09/2022	178.74
		3020-55-00000-516010-00000000-	51105451	FY22 ROCK BLANKET--MAINTENANCE	72895	03/09/2022	585.25
		3020-55-00000-516040-00000000-	51117698	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	PCard	03/11/2022	18,601.71
		Total Paid by Vendor					**58,420.17**
	WILMER & LEE PA	3020-71-00000-524000-PR8141XX-	TRCT 81 WINCHESTER R	WINCHESTER RD IMPR-TRCT 81-THEODUS T. FRIEND TRUST	72778	03/08/2022	106,310.25
		3020-71-00000-524000-PR8141XX-	TRCT 6A WINCHESTER R	WINCHESTER RD IMP-TRCT 6A-S. LEWIS PROPERTIES, LLC	72777	03/08/2022	28,089.50
		3020-71-00000-520900-00000000-	22538383	GRAHAM GREENWAY	72897	03/09/2022	750.00
		3020-71-00000-520900-00000000-	22538391	GRAHAM GREENWAY	72897	03/09/2022	90.00
		3020-14-00000-521003-00000000-	22538400	HOLLYWOOD16 REMNANT TRACT	72897	03/09/2022	2,242.50
		3020-71-00000-524000-PR8141XX-	22538368	WINCHESTER RD PROJECT, PROF SERVICES	72897	03/09/2022	75.00
		3020-71-00000-524000-PR8141XX-	22538375	WINCHESTER RD PROJECT, PROF SERVICES	72897	03/09/2022	37.50
		3020-71-00000-524000-PR8141XX-	22538376	WINCHESTER RD PROJECTS, PROF SERVICES	72898	03/09/2022	7.50
		3020-71-00000-524000-PR8141XX-	22538377	WINCHESTER RD PROJECT, PROF SERVICES	72898	03/09/2022	7.50
		3020-71-00000-524000-PR8141XX-	22538378	WINCHESTER RD PROJECT, PROF SERVICES	72897	03/09/2022	267.50
		3020-71-00000-524000-PR8141XX-	22538465	WINCHESTER RD PROJECTS, PROF SERVICES	72897	03/09/2022	265.00
		3020-71-00000-520903-00000000-	22538382	SPRING BRANCH GREENWAY	72897	03/09/2022	1,137.50
		3020-71-00000-521000-PR2501XX-	22538367	TOYOTA/HORIZON	72897	03/09/2022	150.00
		3020-71-00000-521000-PR2501XX-	22538370	CRICKET/STARBELT	72897	03/09/2022	400.00
		3020-71-00000-524000-PR8178XX-	22538380	CHURCH ST ROW PHASE 1	72897	03/09/2022	3,035.00
		3020-71-00000-524003-00000000-	22538384	GREENBRIER PKWY	72897	03/09/2022	572.50
		3020-71-00000-524003-00000000-	22538385	GREENBRIER PKWY	72898	03/09/2022	15.00
		3020-71-00000-520600-PR8627XX-	22538366	MEMORIAL PARKWAY REDEVELOPMENT PROJECT	72897	03/09/2022	100.00
		Total Paid by Vendor					**143,552.25**
	Total by Fund 3020						**1,054,972.06**
3050	DUNLAP CONTRACTING INC	3050-14-00000-521015-00000000-	APPL #3 J. HUNT SOCC	CONSTRUCTION CONTRACT- JHP SOC	72825	03/08/2022	310,750.00
		3050-14-00000-521015-00000000-	APPL #4 J. HUNT SOCC	CONSTRUCTION CONTRACT- JHP SOC	72825	03/08/2022	414,075.00

		Total Paid by Vendor					**724,825.00**
	Total by Fund 3050						**724,825.00**
3080	ATHENS UTILITIES	3080-71-00000-524037-00000000-	637 MI	METER FOR POWER FOR GREENBRIER/MOORESVILLE	PCard	03/11/2022	1,332.64
		Total Paid by Vendor					**1,332.64**
	GEO SOLUTIONS LLC	3080-71-00000-524000-BUDGET01-	37408	GUNTR'S WAY CMT SERVICES	72727	03/08/2022	21,765.00
		Total Paid by Vendor					**21,765.00**
	GOODWYN MILLS & CAWOOD INC	3080-71-00000-524000-PR8114XX-	EHUN21000110	NORTHERN BYPASS COORIDOR STUDY	72728	03/08/2022	15,750.00
		3080-71-00000-524000-PR8114XX-	EHUN21000111	NORTHERN BYPASS COORIDOR STUDY	72835	03/08/2022	6,500.00
		Total Paid by Vendor					**22,250.00**
	HUNTSVILLE UTILITIES	3080-71-00000-524027-00000000-	MIDCITY ATC ELEC	MIDCITY AMPHITHEATER PARKING AND SOUTH TICKET ATC	72738	03/08/2022	9,003.00
		Total Paid by Vendor					**9,003.00**
	JAMES MARTIN SELLERS	3080-71-00000-530000-00000000-	5304-NHIP	CUSTOM PHOTO FLIGHT-AIERAL PHOTO PACKAT NHIP	72876	03/08/2022	300.00
		3080-71-00000-530000-00000000-	5304-MTMUSA	CUSTOM PHOTO FLIGHT-AERIAL PHOTO PACKAGE. MTUSA	72876	03/08/2022	150.00
		3080-71-00000-530000-00000000-	5304-MIDCITY	CUSTOM PHOTO FLIGHT-AERIAL PHOTO PACKAGE, MIDCITY	72876	03/08/2022	200.00
		3080-71-00000-530000-00000000-	5321-NHIP	CUSTOM PHOTO FLIGHT-NORTH HSV PARK	72876	03/09/2022	300.00
		3080-71-00000-530000-00000000-	5321-MTMUSA	CUSTOM PHOT FLIGHT-MTMUSA	72876	03/08/2022	150.00
		3080-71-00000-530000-00000000-	5321-DOWNTOWN	CUSTOM PHOTO FLIGHT-DOWNTOWN PROJECTS	72876	03/08/2022	150.00
		Total Paid by Vendor					**1,250.00**
	MILLER & MILLER INC	3080-71-00000-524041-00000000-	APPL #6	GREENBRIER PARKWAY PHASE V	72748	03/08/2022	766,609.35
		Total Paid by Vendor					**766,609.35**
	NIVENS & ASSOCIATES	3080-71-00000-530000-00000000-	1284-MCD	APPRAIS. FEE REPORT FOR .04 ACRE PAR. FOUNTAIN CIR	PCard	03/11/2022	2,000.00
		Total Paid by Vendor					**2,000.00**
	OMI INC	3080-71-00000-524041-00000000-	22518	GREENBRIER PARKWAY PHASE 5 - C	72752	03/08/2022	4,263.50
		3080-71-00000-527000-BUDGET01-	22563	SANDERSON RD BOX CULVERT CMT S	72752	03/08/2022	450.00
		3080-71-00000-524041-00000000-	22591	GREENBRIER PARKWAY PHASE 5 - C	72752	03/08/2022	4,669.15
		Total Paid by Vendor					**9,382.65**
	TEMPLE INC	3080-71-00000-524009-00000000-	INV0216458	SIGNAL CABINET FOR GOVERNORS/12TH	72531	02/28/2022	8,355.00
		Total Paid by Vendor					**8,355.00**
	VOLKERT INC	3080-71-00000-524066-00000000-	00702005	ARSENAL EAST CONNECTOR PEL & C	72894	03/08/2022	8,133.00
		Total Paid by Vendor					**8,133.00**
	WILMER & LEE PA	3080-71-00000-524008-00000000-	SIG POST PUL & WINCH	SIGNAL POST @ PULASKI & WINCHESTER-ROUROX, INC.	72775	03/08/2022	1,500.00
		3080-71-00000-524066-00000000-	22538401	MARTIN ROAD EAST ARSENAL CONNECTOR	72898	03/09/2022	22.50
		3080-71-00000-524037-00000000-	22538393	COH: HORTON FARMS	72897	03/09/2022	100.00
		3080-71-00000-524008-00000000-	22538402	KIRBY LANYE RIGHT OF WAY	72897	03/09/2022	527.50
		3080-71-00000-530000-00000000-	22538381	DOWNTOWN GARAGE:PROJECT 71-19-SP19	72897	03/09/2022	1,077.50
		3080-71-00000-530010-00000000-	22538369	CUMMINGS RESEARCH PARK	72897	03/09/2022	1,817.50
		3080-71-00000-524008-00000000-	22538392	MONROE RD IMPROVEMENTS-PROJ NO.71-21-RD02	72897	03/09/2022	3,240.25
		3080-71-00000-524008-00000000-	22538398	BRIDGESTREET CONNECTOR RD	72897	03/09/2022	1,045.00
		3080-71-00000-524008-00000000-	22538399	SIGNAL POST AT PULASKI AND WINCHESTER	72897	03/09/2022	952.50
		3080-71-00000-524000-PR8114XX-	22538371	NORTHERN BYPASS	72897	03/09/2022	625.00
		3080-71-00000-524000-PR8114XX-	22538372	PROJECT: NH-4514	72897	03/09/2022	432.50
		3080-71-00000-530000-00000000-	22538394	PROJECT PERSONALITY	72897	03/09/2022	1,902.50
		3080-71-00000-530000-00000000-	22538395	PROJECT EXTEND	72897	03/09/2022	1,210.00
		3080-71-00000-530000-00000000-	22538397	SALTY BOTTOM RD/MOUNTAIN TOP	72897	03/09/2022	9,889.00
		3080-71-00000-524000-BUDGET01-	22538396	GUNTERS WAY RIGHT OF WAY PROJ	72898	03/09/2022	25.00
		3080-71-00000-530000-00000000-	22538387	EMERALD RIDGES AT MT. SHARON	72897	03/09/2022	387.50
		3080-71-00000-530000-00000000-	22538388	EXPAND	72897	03/09/2022	3,658.75
		3080-71-00000-530000-00000000-	22538389	LOWE MILL WATER TOWER	72898	03/09/2022	25.00
		3080-71-00000-530000-00000000-	22538390	BUILDERS SQUARE	72897	03/09/2022	60.00
		Total Paid by Vendor					**28,498.00**
	Total by Fund 3080						**878,578.64**
3420	PCARD PAYMENTS	3420-41-00000-515520-00000000-	256946	SUPPLIES- STEPHANIE WHITE RETIREMENT	PCard	03/01/2022	30.31
		Total Paid by Vendor					**30.31**
	Total by Fund 3420						**30.31**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-349120	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	72590	03/02/2022	74.99
		3430-41-00000-515520-00000000-	00019-349351	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	72720	03/03/2022	81.99
		3430-41-00000-515520-00000000-	00019-349345	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	72720	03/03/2022	124.99
		Total Paid by Vendor					**281.97**
	FLEET FUELING	3430-41-00000-515520-00000000-	78917508	STAC FUEL CHARGES - BLANKET PO	PCard	03/10/2022	139.83
		Total Paid by Vendor					**139.83**
	GULF STATES DISTRIBUTORS	3430-41-00000-515520-00000000-	1410760-IN	SCOPE & BINOCULARS FOR STAC AGENT	72596	03/01/2022	499.95
		Total Paid by Vendor					**499.95**

	MADISON COUNTY LICENSE DEPT	3430-41-00000-515520-00000000-	TAG FOR SEIZED VEHCL	TITLE APPLICATION FEE FOR SEIZED VEHICLE	72851	03/09/2022	18.75
		Total Paid by Vendor					**18.75**
	STAPLES INC	3430-41-00000-515520-00000000-	3500522023	S DUNCAN/817-B SHONEY DR/427-5456	72881	03/08/2022	792.53
		Total Paid by Vendor					**792.53**
	Total by Fund 3430						**1,733.03**
3435	GULF STATES DISTRIBUTORS	3435-41-00000-515520-00000000-	1411242-IN	SUPPRESSORS STAC/SWAT	72596	03/01/2022	8,865.00
		Total Paid by Vendor					**8,865.00**
	Total by Fund 3435						**8,865.00**
3560	INSPIRED DESIGN INC	3560-51-00000-515340-00000000-	1086	ROMAN SHADES FOR ADM OFFICE/MAPLE HILL	PCard	03/11/2022	4,505.20
		Total Paid by Vendor					**4,505.20**
	JAMES MONAGHAN	3560-51-00000-523000-00000000-	4878	FORM NEW CONCRETE PATIO AREA AND DEMO EXISTING	90000157	03/04/2022	2,680.00
		3560-51-00000-523000-00000000-	4873	DEMO AND RENOVATION OF CEMETERY OFFICE	90000157	03/04/2022	3,000.00
		Total Paid by Vendor					**5,680.00**
	SHATTUCK PAINTING	3560-51-00000-523000-00000000-	6514	PAINTING EXISTING AND NEW INTERIOR FROM RENOVATIO	72645	03/01/2022	5,012.81
		3560-51-00000-523000-00000000-	6540	PAINTING EXISTING AND NEW INTERIOR FROM RENOVATIO	72645	03/01/2022	556.98
		Total Paid by Vendor					**5,569.79**
	Total by Fund 3560						**15,754.99**
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	129293	CUMMINGS RESEARCH PARK ANNUALS (BLANKET)	PCard	03/10/2022	398.50
		Total Paid by Vendor					**398.50**
	CONSOLIDATED WIRING LLC	3700-71-00000-516070-00000000-	COHT-21=02	UNDERGROUND BORE FOR BRADFORD /WYNN,ASCTE PROJECT	72468	02/28/2022	28,129.60
		Total Paid by Vendor					**28,129.60**
	Total by Fund 3700						**28,528.10**
3900	AT&T	3900-44-00000-515070-00000000-	287274548311 0222	FY22 BLANKET PO ATT MOBILITY CRADLEPOINT FOR EMA	PCard	03/10/2022	39.99
		Total Paid by Vendor					**39.99**
	CELLCO PARTNERSHIP	3900-44-00000-515070-00000000-	9898113265	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	80.02
		Total Paid by Vendor					**80.02**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	34.12
		3900-44-00000-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	33.69
		Total Paid by Vendor					**67.81**
	ESI ACQUISITION INC	3900-44-00000-515250-00000000-	INVESI4019	WEBEOC SOFTWARE MAINTENANCE SOLE SOURCE	72719	03/04/2022	14,100.00
		Total Paid by Vendor					**14,100.00**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	3110100101140322	SERVICE CHARGE	72737	03/07/2022	936.73
		Total Paid by Vendor					**936.73**
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20220000017202	SERVICE CHARGES	PCard	03/11/2022	522.05
		Total Paid by Vendor					**522.05**
	Total by Fund 3900						**15,746.60**
4010	S&ME INC	4010-71-00000-524037-00000000-	1104864	GREENBRIER PKWY PHASE IVB PART	72760	03/08/2022	2,208.70
		4010-71-00000-524037-00000000-	1106048	GREENBRIER PKWY PHASE IVB PART	72760	03/08/2022	13,670.00
		Total Paid by Vendor					**15,878.70**
	SJ&L GENERAL CONTRACTOR LLC	4010-71-00000-524037-00000000-	APPL #11 GRNBR PK EX	GREENBRIER PARKWAY PH IVB PART	PCard	03/10/2022	207,868.47
		Total Paid by Vendor					**207,868.47**
	Total by Fund 4010						**223,747.17**
4011	HUNTSVILLE UTILITIES	4011-14-00000-522014-00000000-	2210103804840222	AMPITHEATER - CONSTRUCTION UTILITIES	72602	03/02/2022	134.79
		Total Paid by Vendor					**134.79**
	Total by Fund 4011						**134.79**
4012	SITEONE LANDSCAPE SUPPLY HOLDING LLC	4012-14-00000-527003-00000000-	112721570-001	PVC PIPE - JOHN HUNT PARK NORTH DRAINAGE	72764	03/03/2022	3,004.37
		4012-14-00000-527003-00000000-	115515709-003	PIPE- JOE DAVIS STADIUM RENO	72764	03/03/2022	8,511.10
		Total Paid by Vendor					**11,515.47**
	Total by Fund 4012						**11,515.47**
4013	ALABAMA MEDIA GROUP	4013-14-00000-523043-00000000-	257019	UPDATE OF CALVARY HILLS ENVISION CENTER ALABAMA ME	PCard	03/07/2022	678.41
		Total Paid by Vendor					**678.41**
	GARBER CONSTRUCTION CO INC	4013-14-00000-523043-00000000-	CHEC-01	CAVALRY HILLS ENVISION CTR-PLANS REIMBURSEMENT	72833	03/10/2022	84.02
		4013-14-00000-523023-PHASE002-	SM2-01	SANDRA MOON PH 2 PLANS REIMBURSEMENT	72833	03/10/2022	341.52
		Total Paid by Vendor					**425.54**
	KPS GROUP INC	4013-14-00000-523023-PHASE002-	14 REIMB EXP	REIMBURSABLE EXPENSES	72847	03/10/2022	856.45
		Total Paid by Vendor					**856.45**
	Total by Fund 4013						**1,960.40**
4015	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL #2 CTY HALL/GAR	CONSTRUCTION SERVICES-NEW CITY	72889	03/08/2022	412,388.03
		Total Paid by Vendor					**412,388.03**
	Total by Fund 4015						**412,388.03**
4016	ALABAMA MEDIA GROUP	4016-00-00000-523042-00000000-	257020	VBC NORTH HALL & PLAYHOUSE RENOVATIONS ALABAMA MED	PCard	03/07/2022	812.48
		Total Paid by Vendor					**812.48**

	Total by Fund 4016						**812.48**
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	119801 022422	WASTEWATER EXAM FEES FOR #18601, #18604, #18603	72547	03/01/2022	975.00
		6000-76-76200-515790-00000000-	WASTEWATER EXAM FEES	WASTEWATER EXAM FEES FOR 18601, 18604, 18603	72805	03/08/2022	975.00
		Total Paid by Vendor					**1,950.00**
	ADCO COMPANIES LTD	6000-76-00000-526000-00000000-	1108901	PL1A GBT BOILER	72546	03/01/2022	24,301.00
		Total Paid by Vendor					**24,301.00**
	AT&T	6000-76-76100-515070-00000000-	25653564124010222	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	72559	03/01/2022	59.45
		Total Paid by Vendor					**59.45**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	116-32200-01-021822	LIFT STATION UTILITIES (BLANKET)	72688	03/07/2022	178.85
		6000-76-76370-515700-00000000-	108-26005-01-021722	LIFT STATION UTILITIES (BLANKET)	72688	03/07/2022	49.80
		6000-76-76370-515700-00000000-	108-08250-01-021722	LIFT STATION UTILITIES (BLANKET)	72688	03/07/2022	2,900.18
		6000-76-76370-515700-00000000-	136-16500-01-022222	LIFT STATION UTILITIES (BLANKET)	72688	03/07/2022	2,144.16
		6000-76-76370-515700-00000000-	146-02460-01 022422	LIFT STATION UTILITIES (BLANKET)	PCard	03/10/2022	620.04
		6000-76-76370-515700-00000000-	142-69995-01022422	LIFT STATION UTILITIES (BLANKET)	PCard	03/10/2022	418.14
		6000-76-76370-515700-00000000-	144-29008-00022422	LIFT STATION UTILITIES (BLANKET)	PCard	03/10/2022	97.43
		Total Paid by Vendor					**6,408.60**
	BRENNTAG MID-SOUTH INC	6000-76-76200-515340-00000000-	BMS84771	PLANT 4	72561	03/02/2022	4,895.24
		Total Paid by Vendor					**4,895.24**
	CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9899320530	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/01/2022	91.42
		6000-76-76100-515070-00000000-	98981132367	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	72666	03/02/2022	6,332.20
		Total Paid by Vendor					**6,423.62**
	CINTAS	6000-76-76300-515340-00000000-	4110196289	LAUNDRY RENTAL FEBRUARY 2022	72570	03/01/2022	15.57
		6000-76-76300-515340-00000000-	4110919190	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	35.37
		6000-76-76300-515340-00000000-	4111588376	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	35.37
		6000-76-76300-515340-00000000-	4110735255	LAUNDRY RENTAL FEBRUARY 2022	72700	03/07/2022	12.47
		6000-76-76300-515340-00000000-	4111420326	LAUNDRY RENTAL FEBRUARY 2022	72701	03/07/2022	12.47
		6000-76-76300-515340-00000000-	4111588360	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	41.57
		6000-76-76300-515340-00000000-	4110919229	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	41.57
		6000-76-76300-515340-00000000-	4110919230	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	15.57
		6000-76-76300-515340-00000000-	4111588490	LAUNDRY RENTAL FEBRUARY 2022	72702	03/07/2022	15.57
		6000-76-76100-515670-00000000-	4106791092	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	30.18
		6000-76-76100-515670-00000000-	4111589406	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	30.18
		6000-76-76100-515670-00000000-	4108823319	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	30.18
		6000-76-76100-515670-00000000-	4108149816	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	30.18
		6000-76-76100-515670-00000000-	4107448117	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	30.18
		6000-76-76100-515670-00000000-	1902808758	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	84.48
		6000-76-76100-515670-00000000-	4110735180	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	106.79
		6000-76-76100-515670-00000000-	4110919216	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	80.60
		6000-76-76100-515670-00000000-	4111588480	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	20.42
		6000-76-76100-515670-00000000-	4111588398	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	80.60
		6000-76-76100-515670-00000000-	4110919257	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	20.42
		6000-76-76100-515670-00000000-	4111296600	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	564.21
		6000-76-76100-515670-00000000-	4110611808	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	70.28
		6000-76-76100-515670-00000000-	4102407847	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	66.80
		6000-76-76100-515670-00000000-	4111286834	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	55.80
		6000-76-76100-515670-00000000-	4110606711	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	55.80
		6000-76-76100-515670-00000000-	4111589005	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	1,120.36
		6000-76-76100-515670-00000000-	4110919335	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72702	03/07/2022	1,344.93
		6000-76-76100-515670-00000000-	4111420483	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	03/11/2022	106.79
		Total Paid by Vendor					**4,154.71**
	CORE & MAIN LP	6000-76-76300-516030-00000000-	O166201	STOCK	72822	03/08/2022	4,806.15
		Total Paid by Vendor					**4,806.15**
	COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA024942 8	CHASE CHLORINE CONTACT CHAMBER	72824	03/09/2022	4,200.00
		Total Paid by Vendor					**4,200.00**
	DUKES ROOT CONTROL	6000-00-00000-140100-00000000-	20178	INVENTORY (SOLE SOURCE)	72715	03/04/2022	6,720.00
		Total Paid by Vendor					**6,720.00**
	DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	57.34
		6000-76-76110-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	473.47
		6000-76-76110-514010-00000000-	CFN-11115	FUELING TRANS DATED 022622	72586	03/02/2022	68.48
		6000-76-76110-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	42.61
		6000-76-76110-514010-00000000-	CFN-11100	FUELING TRANS DATED 022522	72586	03/02/2022	172.31

	6000-76-76110-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	161.00
	6000-76-76110-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	155.65
	6000-76-76110-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	68.71
	6000-76-76110-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	180.97
	6000-76-76110-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	387.87
	6000-00-00000-140100-00000000-	INV-183022	WPC FUELING FACILITY	72716	03/07/2022	825.00
	Total Paid by Vendor					**2,593.41**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	33552	R&M EQ #021733	72588	02/28/2022	1,841.80
	Total Paid by Vendor					**1,841.80**
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1143656.001	LAB SUPPLIES	72722	03/04/2022	672.80
	Total Paid by Vendor					**672.80**
GRAYBAR ELECTRIC COMPANY	6000-76-76260-513040-00000000-	9325652626	PL4 REMODEL	72594	03/01/2022	385.71
	6000-76-76260-513040-00000000-	9325633133	PL4 REMODEL	72594	03/01/2022	585.75
	6000-76-76260-513040-00000000-	9325568460	PL4 SCADA/WIFI	72594	03/01/2022	449.21
	6000-76-76370-513040-00000000-	9325568447	565 PS VFD'S	72594	03/01/2022	276.00
	Total Paid by Vendor					**1,696.67**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	26511-022722	LS UTILITIES (BLANKET)	PCard	03/10/2022	16.62
	6000-76-76370-515700-00000000-	24115-020122	LS UTILITIES (BLANKET)	PCard	03/10/2022	16.62
	Total Paid by Vendor					**33.24**
HOME DEPOT USA INC	6000-76-76200-515340-00000000-	671506780	JANITORIAL SUPPLIES FOR PLANTS	72736	03/03/2022	87.30
	6000-00-00000-140100-00000000-	670229293	JANITORIAL SUPPLIES	72736	03/04/2022	55.86
	6000-76-76200-515340-00000000-	672601986	JANITORIAL SUPPLIES FOR PLANTS	PCard	03/10/2022	353.43
	6000-76-76200-515340-00000000-	672053683	JANITORIAL SUPPLIES FOR PLANTS	PCard	03/11/2022	346.44
	Total Paid by Vendor					**843.03**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	5941789	FOR MAINENANCE REPAIRS (BLANKET)	72484	02/28/2022	291.00
	6000-76-76200-513040-00000000-	5941788	FOR MAINENANCE REPAIRS (BLANKET)	72484	02/28/2022	1,400.00
	Total Paid by Vendor					**1,691.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-520100-00000000-	3/2/2022	KUBOTA ZD1211L-3-72 MOWER	PCard	03/10/2022	14,577.22
	Total Paid by Vendor					**14,577.22**
HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	25,485.75
	6000-76-76220-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	19,776.49
	6000-76-76230-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	16,018.69
	6000-76-76250-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	73,619.46
	6000-76-76260-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	44,715.33
	6000-76-76370-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	63,895.89
	6000-76-76380-515700-00000000-	311010010006-021022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72602	03/02/2022	619.34
	Total Paid by Vendor					**244,130.95**
ISCO INDUSTRIES INC	6000-76-76110-520100-00000000-	06052628	SWAP CARRIAGE FOR EQ#094478 (SOLE SOURCE)	72606	03/02/2022	51,097.00
	6000-76-76110-520100-00000000-	06052962	CREDIT APPLIED TO INV. 06052628	72606	03/02/2022	(15,000.00)
	Total Paid by Vendor					**36,097.00**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-010922	LS UTILITIES (BLANKET)	72850	03/08/2022	26.00
	Total Paid by Vendor					**26.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	231668	AUTO PARTS (BLANKET)	72614	02/28/2022	240.90
	6000-76-76110-513030-00000000-	231558	AUTO PARTS (BLANKET)	72614	03/02/2022	1,031.31
	6000-76-76110-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	8.70
	6000-76-76110-513030-00000000-	223311-231589	OPEN INVOICES THRU 2/15/22 NOT ON IMPORT FILES	72746	03/07/2022	142.62
	6000-76-76110-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	12.60
	6000-76-76110-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	4.30
	6000-76-76110-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	13.05
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	6.82
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	10.87
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	22.41
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	29.29
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	31.17
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	42.80
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	46.78
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	48.35
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	49.95
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	55.76
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	56.00
	6000-76-76110-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	125.85
	Total Paid by Vendor					**1,979.53**

MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	2552	WESTERN AREA OPERATIONS FACILITY IMPROVEMENTS	72616	03/01/2022	37,565.25
	6000-76-00000-526000-00000000-	2551	CHASE INFLUENT PS MECHANICAL IMPROVEMENTS	72616	03/01/2022	82,275.51
	6000-76-00000-526000-00000000-	2549	CHASE WWTP-PROCESS TRAIN MECHANICAL	72616	03/01/2022	3,393.69
	6000-76-00000-526000-00000000-	2547	SB PL 1A TRAIN 4 FINAL CLARIFIER MECH & STRUCTURA	72616	03/01/2022	11,148.72
	6000-76-00000-526000-00000000-	2545	ALDRIDGE CREEK OLD SIDE RETURN BLDG STRUCTURAL IM	72616	03/01/2022	15,502.70
	6000-76-00000-526000-00000000-	2544	SPRING BRANCH PL1A DIGESTER TOP MECHANICAL REPAIR	72853	03/10/2022	3,542.17
	6000-76-00000-526000-00000000-	2550	SPRING BRANCH PL 1A BLOWER MECHANICAL REPAIRS	PCard	03/11/2022	4,671.70
	Total Paid by Vendor					**158,099.74**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660031637	R&M EQ #021861	72854	03/08/2022	740.40
	Total Paid by Vendor					**740.40**
MCPHERSON COMPANIES INC	6000-00-00000-140100-00000000-	955718	WPC FUELING FACILITY	72618	03/01/2022	8,948.31
	6000-00-00000-140100-00000000-	956852	WPC FUELING FACILITY	PCard	03/11/2022	12,944.49
	Total Paid by Vendor					**21,892.80**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	442609	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	72620	02/28/2022	3,750.00
	6000-76-76300-516030-00000000-	442596	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	72620	02/28/2022	875.00
	6000-76-76300-516030-00000000-	442653	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	72620	02/28/2022	125.00
	6000-76-76300-516030-00000000-	441823	EMERGENCY PLUMBING REPAIRS (BLANKET)	72620	03/01/2022	170.00
	6000-76-76300-516030-00000000-	441956	EMERGENCY PLUMBING REPAIRS (BLANKET)	72620	03/01/2022	550.00
	6000-76-76300-516030-00000000-	442679	STANDBY SANITARY SEWER SERVICE-BLANKET	72750	03/04/2022	2,500.00
	6000-76-76300-516030-00000000-	442504	EMERGENCY PLUMBING REPAIRS (BLANKET)	72856	03/08/2022	1,890.00
	6000-76-76300-516030-00000000-	441721	EMERGENCY PLUMBING REPAIRS (BLANKET)	72856	03/08/2022	3,345.76
	Total Paid by Vendor					**13,205.76**
PCARD PAYMENTS	6000-76-76200-515340-00000000-	256961	NEEDED FOR ADMIN TRAINING ROOM, NOT AVAILABLE AT B	PCard	03/03/2022	28.33
	6000-76-76200-515340-00000000-	256975	MAINTENANCE STOCK	PCard	03/03/2022	77.96
	6000-76-76200-515340-00000000-	256998	FOR PUMP STATIONS, NEEDED IMMEDIATELY	PCard	03/07/2022	194.94
	Total Paid by Vendor					**301.23**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	181926	SAND FOR WWTP (BLANKET)	72862	03/10/2022	15,725.58
	Total Paid by Vendor					**15,725.58**
PRO-AIR SERVICES INC	6000-76-76380-513010-00000000-	99180	MONTE SANO HVAC SERVICE	72627	03/01/2022	531.24
	6000-76-76250-513010-00000000-	99136	PL1 HVAC SERVICE	72627	03/01/2022	272.00
	Total Paid by Vendor					**803.24**
RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	16948	TVI PARTS (SOLE SOURCE)	PCard	03/10/2022	2,523.72
	Total Paid by Vendor					**2,523.72**
ROGERS GROUP INC	6000-76-76300-516030-00000000-	0203001139	POINT REPAIR (BLANKET)	PCard	03/11/2022	3,542.55
	Total Paid by Vendor					**3,542.55**
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-515340-00000000-	K27944-001	HOSE REPAIRS (BLANKET)	72872	03/08/2022	444.70
	6000-76-76200-515340-00000000-	K28080-001	HOSE REPAIRS (BLANKET)	72872	03/08/2022	68.98
	Total Paid by Vendor					**513.68**
SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	88197774	PARTS WASHER TVI/MTN BAY (SOLE SOURCE)(BLANKET)	PCard	03/11/2022	309.59
	Total Paid by Vendor					**309.59**
SCOTT LIGHTING SUPPLY CO	6000-76-76260-513040-00000000-	120879	PL4 OPERATIONS	72640	03/01/2022	2,470.80
	Total Paid by Vendor					**2,470.80**
SJ&L GENERAL CONTRACTOR LLC	6000-76-76300-516010-00000000-	APPL #1	STILLWATER GRAVITY LINE REPLACEMENT	72765	03/08/2022	32,202.13
	Total Paid by Vendor					**32,202.13**
STAPLES INC	6000-76-76100-515340-00000000-	3500015630	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	72881	03/08/2022	149.97
	Total Paid by Vendor					**149.97**
SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	253367	FOR SEWER BAY/MONTE SANO MTN SHOP(BLANKET)	72884	03/08/2022	2,717.30
	Total Paid by Vendor					**2,717.30**
THE WW WILLIAMS COMPANY LLC	6000-76-00000-526000-00000000-	084S10111	GENERATORS/LOAD BANK	PCard	03/11/2022	426,321.00
	Total Paid by Vendor					**426,321.00**
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72662	03/01/2022	67.60
	Total Paid by Vendor					**67.60**
TURF-TECHS LAWN SERVICE LLC	6000-76-76110-513010-00000000-	87115	FOR WPC ADMIN (BLANKET)	72535	02/28/2022	144.50
	Total Paid by Vendor					**144.50**
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51098114	POINT REPAIR (BLANKET)	72539	02/28/2022	3,666.21
	6000-76-00000-526000-00000000-	51108801	CHASE CONTACT CHAMBER (BLANKET)	72669	03/01/2022	1,320.83
	6000-76-00000-526000-00000000-	51108800	CHASE CONTACT CHAMBER (BLANKET)	72669	03/01/2022	1,310.90
	6000-76-00000-526000-00000000-	51108803	CHASE CONTACT CHAMBER (BLANKET)	72669	03/01/2022	1,799.41
	6000-76-76300-516030-00000000-	51105459	POINT REPAIR (BLANKET)	72669	03/01/2022	252.23
	6000-76-76300-516030-00000000-	51105458	POINT REPAIR (BLANKET)	72669	03/01/2022	191.58
	6000-76-76300-516030-00000000-	51105460	POINT REPAIR (BLANKET)	72669	03/01/2022	253.58
	Total Paid by Vendor					**8,794.74**

	YOUNG SIGN & CRANE SERVICE INC	6000-76-76230-513040-00000000-	35039	PLANT 5 CRANE BLANKET FOR FY22	72589	03/01/2022	1,125.00
		6000-76-76230-513040-00000000-	35051	PLANT 5 CRANE BLANKET FOR FY22	72589	03/01/2022	600.00
		Total Paid by Vendor					**1,725.00**
	Total by Fund 6000						**1,062,352.75**
6010	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	156053	BOEING RENTAL (SOLE SOURCE) (BLANKET)	72603	03/01/2022	2,693.00
		6010-76-00000-526000-00000000-	1156314	FOR VARIOUS LIFT STATIONS (SOLE SOURCE)	72739	03/04/2022	2,754.00
		Total Paid by Vendor					**5,447.00**
	PCARD PAYMENTS	6010-76-00000-526000-00000000-	257010	JOHN HUNT PARK, NEEDED IMMEDIATELY	PCard	03/07/2022	159.30
		Total Paid by Vendor					**159.30**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	2222022	WASTEWATER GRADE IC TRAINING (BLANKET)	72671	03/01/2022	1,800.00
		6010-76-00000-526000-00000000-	2222023	OPERATOR CERT/ADDITIONAL TRAINING(BLANKET)	72671	03/01/2022	3,600.00
		Total Paid by Vendor					**5,400.00**
	Total by Fund 6010						**11,006.30**
6020	APPLIED INDUSTRIAL TECHNOLOGIES	6020-76-00000-526000-00000000-	7023561422	PL5 OXIDATION DITCH MOTORS	72687	03/03/2022	3,437.10
		6020-76-00000-526000-00000000-	7023642481	PL5 OXIDATION DITCH MOTORS	PCard	03/10/2022	24,059.70
		Total Paid by Vendor					**27,496.80**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9324653305	PL2 RAS-WAS	72837	03/08/2022	1,746.06
		6020-76-00000-526000-00000000-	9324525590	PL2 RAS-WAS	72837	03/08/2022	4,602.65
		Total Paid by Vendor					**6,348.71**
	MARK JOHNSON CONSTRUCTION LLC	6020-76-00000-526000-00000000-	2546	BOB WALLACE PUMP STATION-VALVE SYSTEM REPAIR	72616	03/01/2022	11,560.56
		6020-76-00000-526000-00000000-	2548	CHASE, BIG COVE, ALDRIDGE CREEK WWTP	PCard	03/11/2022	3,004.05
		Total Paid by Vendor					**14,564.61**
	SCOTT LIGHTING SUPPLY CO	6020-76-00000-526000-00000000-	120534	PL5 CLARIFIER	72640	03/01/2022	949.40
		6020-76-00000-526000-00000000-	120878	PL5 CLARIFIER	72640	03/01/2022	6,457.00
		Total Paid by Vendor					**7,406.40**
	TETRA TECH INC	6020-76-00000-526000-00000000-	51858943	ON-CALL ED & CA SVCS FOR SCADA PROJECTS (BLANKET)	72660	03/01/2022	43,946.53
		6020-76-00000-526000-00000000-	51831465	ON-CALL ED & CA SVCS FOR SCADA PROJECTS (BLANKET)	PCard	03/11/2022	20,047.82
		Total Paid by Vendor					**63,994.35**
	Total by Fund 6020						**119,810.87**
6030	ALABAMA CONCRETE INC	6030-71-00000-526000-00000000-	107859	FIELDS AT HAYES FARM (BLANKET)	72682	03/07/2022	324.00
		Total Paid by Vendor					**324.00**
	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA025764 5	OLD 431/MEADOWS PROJECT	72577	02/28/2022	19,000.00
		6030-71-00000-526000-00000000-	RSA022468 15	BOEING	72708	03/07/2022	3,800.00
		6030-71-00000-526000-00000000-	20220142	BOEING GRAVITY LINE	72708	03/07/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA022486 17	BOEING	72824	03/08/2022	12,300.00
		6030-71-00000-526000-00000000-	RSA021962 19	TAYLOR RD FM	72824	03/08/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA022275 16	BOEING	72824	03/09/2022	8,900.00
		Total Paid by Vendor					**51,200.00**
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	156287	FIELDS AT HAYES FARM(SOLE SOURCE)(BLANKET)	72739	03/07/2022	998.00
		Total Paid by Vendor					**998.00**
	MARK JOHNSON CONSTRUCTION LLC	6030-71-00000-526000-00000000-	2543	THE FIELDS @ HAYES FARM #3	72616	03/01/2022	14,169.05
		Total Paid by Vendor					**14,169.05**
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	442546	PUMPING-AMAZON BLANKET	72750	03/03/2022	1,475.00
		6030-71-00000-526000-00000000-	442427	PUMPING-BELLOWS BRANCH (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442438	PUMPING-BELLOWS BRANCH (BLANKET)	72749	03/03/2022	187.50
		6030-71-00000-526000-00000000-	442567	PUMPING-BELLOWS BRANCH (BLANKET)	72749	03/03/2022	312.50
		6030-71-00000-526000-00000000-	442457	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,625.00
		6030-71-00000-526000-00000000-	442487	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,100.00
		6030-71-00000-526000-00000000-	442594	PUMPING-MEADOWS (BLANKET)	72749	03/03/2022	550.00
		6030-71-00000-526000-00000000-	442618	PUMPING-MEADOWS (BLANKET)	72749	03/03/2022	875.00
		6030-71-00000-526000-00000000-	441128	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442612	PUMPING-MEADOWS (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442429	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442485	PUMPING-AMAZON BLANKET	72750	03/03/2022	1,650.00
		6030-71-00000-526000-00000000-	442489	PUMPING-AMAZON BLANKET	72750	03/03/2022	1,537.50
		6030-71-00000-526000-00000000-	442563	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442537	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442534	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,875.00
		6030-71-00000-526000-00000000-	442432	PUMPING-MEADOWS (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442384	PUMPING-MEADOWS (BLANKET)	72750	03/03/2022	1,600.00
		6030-71-00000-526000-00000000-	442610	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	441760	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	5,125.00

		6030-71-00000-526000-00000000-	442617	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,000.00
		6030-71-00000-526000-00000000-	442593	PUMPING-WILSON COVE (BLANKET)	72749	03/03/2022	925.00
		6030-71-00000-526000-00000000-	442545	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,650.00
		6030-71-00000-526000-00000000-	442486	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,475.00
		6030-71-00000-526000-00000000-	442456	PUMPING-WILSON COVE (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442561	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,875.00
		6030-71-00000-526000-00000000-	442533	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,000.00
		6030-71-00000-526000-00000000-	442448	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442431	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,000.00
		6030-71-00000-526000-00000000-	442383	PUMPING-WILSON COVE (BLANKET)	72750	03/03/2022	1,350.00
		6030-71-00000-526000-00000000-	442611	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	441761	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	3,000.00
		6030-71-00000-526000-00000000-	442619	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,125.00
		6030-71-00000-526000-00000000-	442595	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,050.00
		6030-71-00000-526000-00000000-	442544	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72749	03/03/2022	925.00
		6030-71-00000-526000-00000000-	442458	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,125.00
		6030-71-00000-526000-00000000-	44560	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72749	03/03/2022	875.00
		6030-71-00000-526000-00000000-	442535	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,000.00
		6030-71-00000-526000-00000000-	442488	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,100.00
		6030-71-00000-526000-00000000-	442449	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442433	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72750	03/03/2022	1,250.00
		6030-71-00000-526000-00000000-	442385	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72749	03/03/2022	987.50
		6030-71-00000-526000-00000000-	442597	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	437.50
		6030-71-00000-526000-00000000-	442604	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	750.00
		6030-71-00000-526000-00000000-	442568	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	750.00
		6030-71-00000-526000-00000000-	442565	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	437.50
		6030-71-00000-526000-00000000-	442538	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442452	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	625.00
		6030-71-00000-526000-00000000-	442529	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	500.00
		6030-71-00000-526000-00000000-	442484	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	550.00
		6030-71-00000-526000-00000000-	442428	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	875.00
		6030-71-00000-526000-00000000-	442388	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72749	03/03/2022	550.00
		Total Paid by Vendor					**58,600.00**
	SUNBELT RENTALS INC	6030-71-00000-526000-00000000-	103805256-0021	BOEING GRAVITY LINE	72885	03/09/2022	917.70
		Total Paid by Vendor					**917.70**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	154546944-062	FOR VARIOUS ENGINEERING PROJECTS	72536	02/28/2022	901.80
		6030-71-00000-526000-00000000-	153621085-056	FOR VARIOUS ENGINEERING PROJECTS	72536	02/28/2022	1,726.82
		6030-71-00000-526000-00000000-	190438764-015	9TH/SEMINOLE	72536	02/28/2022	1,745.10
		6030-71-00000-526000-00000000-	184160204-022	BOEING GRAVITY LINE	72664	03/01/2022	3,381.20
		6030-71-00000-526000-00000000-	183280530-023	THE FIELDS AT HAYES FARM	72890	03/08/2022	1,654.38
		6030-71-00000-526000-00000000-	186091810-021	WILSON COVE	72890	03/08/2022	1,654.38
		Total Paid by Vendor					**11,063.68**
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	51105453	WILSON COVE	72669	03/01/2022	1,609.15
		6030-71-00000-526000-00000000-	51105454	BOEING GRAVITY LINE	72669	03/01/2022	4,646.26
		6030-71-00000-526000-00000000-	51108802	BOEING GRAVITY LINE	72669	03/01/2022	724.17
		Total Paid by Vendor					**6,979.58**
	WILMER & LEE PA	6030-71-00000-526000-00000000-	22538349	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	72673	03/03/2022	6,583.30
		Total Paid by Vendor					**6,583.30**
	Total by Fund 6030						**150,835.31**
6040	DYNAMIC CONSTRUCTION LLC	6040-71-00000-526000-00000000-	APPL #1	JORDAN/SHIELDS FM	72587	03/01/2022	9,246.00
		6040-71-00000-526000-00000000-	APPL #1 OLD 431	OLD 431 FM CREEK CROSSING	72587	03/01/2022	39,400.00
		Total Paid by Vendor					**48,646.00**
	GARVER LLC	6040-71-00000-526000-00000000-	21S02370-3	OLD HWY 20 SANITERY SEWER EXTE	72725	03/08/2022	8,137.50
		Total Paid by Vendor					**8,137.50**
	HYDRA SERVICE INC	6040-71-00000-526000-00000000-	156328	HAYS FARM PS (SOLE SOURCE)	72739	03/04/2022	10,030.00
		Total Paid by Vendor					**10,030.00**
	REFUND PAYMENTS	6040-71-00000-424109-00000000-	PERMIT #584836	HOUSE FELL THROUGH - NO LONGER BUILDING	PCard	03/10/2022	1,000.00
		Total Paid by Vendor					**1,000.00**
	WILMER & LEE PA	6040-71-00000-526000-00000000-	TRCT 1 RBTS FAM FARM	OAK MEADOW SWR-WPC-TRCT 1-ROBERTS FAMILY FARM, LLC	72776	03/08/2022	10,981.25
		6040-71-00000-526000-00000000-	22538386	INDIAN CREEK / PROVIDENCE SEWER PROJECT	72897	03/10/2022	112.50
		Total Paid by Vendor					**11,093.75**
	Total by Fund 6040						**78,907.25**

6200	C & J WELDING INC	6200-55-55200-513030-00000000-	100013	COM TX 030122/100013	72816	03/08/2022	70.00
		Total Paid by Vendor					**70.00**
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-10985	FUELING TRANS DATED 022322	72474	02/28/2022	3,685.51
		6200-55-55200-514010-00000000-	CFN-11084	FUELING TRANS DATED 022422	72474	02/28/2022	3,099.89
		6200-55-55200-514010-00000000-	CFN-11358	FUELING TRANS DATED 030122	72586	03/02/2022	3,141.42
		6200-55-55200-514010-00000000-	CFN-11127	FUELING TRANS DATED 022822	72586	03/02/2022	4,366.68
		6200-55-55200-514010-00000000-	CFN-11374	FUELING TRANS DATED 030222	72716	03/04/2022	4,296.50
		6200-55-55200-514010-00000000-	CFN-11392	FUELING TRANS DATED 030322	72716	03/04/2022	3,851.11
		Total Paid by Vendor					**22,441.11**
	GOODYEAR SERVICE STORES	6200-55-55200-513030-00000000-	253671	COM TX 022822/253671	72729	03/03/2022	1,741.44
		Total Paid by Vendor					**1,741.44**
	KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	198873	COM TX 022822/198873	72743	03/03/2022	116.00
		6200-55-55200-513030-00000000-	198874	COM TX 022822/198874	72743	03/03/2022	112.00
		6200-55-55200-513030-00000000-	198874	COM TX 022822/198874	72743	03/03/2022	1,333.48
		6200-55-55200-513030-00000000-	198875	COM TX 022822/198875	72743	03/03/2022	28.00
		6200-55-55200-513030-00000000-	198876	COM TX 022822/198876	72743	03/03/2022	35.00
		6200-55-55200-513030-00000000-	198877	COM TX 022822/198877	72743	03/03/2022	116.00
		6200-55-55200-513030-00000000-	198878	COM TX 022822/198878	72743	03/03/2022	28.00
		6200-55-55200-513030-00000000-	198879	COM TX 022822/198879	72743	03/03/2022	56.00
		6200-55-55200-513030-00000000-	198880	COM TX 022822/198880	72743	03/03/2022	70.00
		6200-55-55200-513030-00000000-	198881	COM TX 022822/198881	72743	03/03/2022	35.00
		6200-55-55200-513030-00000000-	198882	COM TX 022822/198882	72743	03/03/2022	112.00
		6200-55-55200-513030-00000000-	198883	COM TX 022822/198883	72743	03/03/2022	130.00
		6200-55-55200-513030-00000000-	198884	COM TX 022822/198884	72743	03/03/2022	56.00
		6200-55-55200-513030-00000000-	198943	COM TX 022822/198943	72743	03/03/2022	95.00
		6200-55-55200-513030-00000000-	198946	COM TX 022822/198946	72743	03/03/2022	88.00
		6200-55-55200-513030-00000000-	198947	COM TX 022822/198947	72743	03/03/2022	28.00
		6200-55-55200-513030-00000000-	198948	COM TX 022822/198948	72743	03/03/2022	28.00
		6200-55-55200-513030-00000000-	199059	COM TX 030222/199059	72846	03/08/2022	116.00
		6200-55-55200-513030-00000000-	199062	COM TX 030222/199062	72846	03/08/2022	35.00
		6200-55-55200-513030-00000000-	199062	COM TX 030222/199062	72846	03/08/2022	56.00
		6200-55-55200-513030-00000000-	199063	COM TX 030222/199063	72846	03/08/2022	56.00
		6200-55-55200-513030-00000000-	199064	COM TX 030222/199064	72846	03/08/2022	88.00
		6200-55-55200-513030-00000000-	199068	COM TX 030222/199068	72846	03/08/2022	95.00
		6200-55-55200-513030-00000000-	199119	COM TX 030222/199119	72846	03/08/2022	116.00
		6200-55-55200-513030-00000000-	199120	COM TX 030222/199120	72846	03/08/2022	112.00
		6200-55-55200-513030-00000000-	199121	COM TX 030222/199121	72846	03/08/2022	56.00
		6200-55-55200-513030-00000000-	199122	COM TX 030222/199122	72846	03/08/2022	112.00
		6200-55-55200-513030-00000000-	199123	COM TX 030222/199123	72846	03/08/2022	95.00
		6200-55-55200-513030-00000000-	199124	COM TX 030222/199124	72846	03/08/2022	112.00
		6200-55-55200-513030-00000000-	199124	COM TX 030222/199124	72846	03/08/2022	1,741.44
		6200-55-55200-513030-00000000-	199125	COM TX 030222/199125	72846	03/08/2022	95.00
		6200-55-55200-513030-00000000-	199126	COM TX 030222/199126	72846	03/08/2022	56.00
		Total Paid by Vendor					**5,407.92**
	KENWORTH OF HUNTSVILLE	6200-55-55200-513030-00000000-	0640640478.02	COM TX 030222/0640640478.02	72888	03/08/2022	640.00
		6200-55-55200-513030-00000000-	0640640478.02	COM TX 030222/0640640478.02	72888	03/08/2022	1,250.47
		Total Paid by Vendor					**1,890.47**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	3.00
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	9.19
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	9.92
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	10.39
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	19.32
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	19.84
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	26.66
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	28.04
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	45.00
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	67.86
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	70.10
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	73.76
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	102.93
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	105.24
		6200-55-55200-513030-00000000-	231859	NAPA TRX DATE 022322	72494	02/28/2022	105.58

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6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	12.65
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	22.02
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	109.53
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	136.30
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	239.41
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	1,014.41
6200-55-55200-513030-00000000-	232143	NAPA TRX DATE 030322	72745	03/07/2022	21,395.43
6200-55-55200-513030-00000000-	223311-231589	OPEN INVOICES THRU 2/15/22 NOT ON IMPORT FILES	72746	03/07/2022	1,801.45
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	5.88
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	6.02
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	12.65
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	24.96
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	27.51
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	28.45
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	34.07
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	36.69
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	44.52
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	51.27
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	57.64
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	58.27
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	61.38
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	73.07
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	84.96
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	86.29
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	102.50
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	135.81
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	211.38
6200-55-55200-513030-00000000-	232169	NAPA TRX DATE 030422	72745	03/07/2022	387.01
6200-55-55200-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	22.02
6200-55-55200-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	50.23
6200-55-55200-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	77.86
6200-55-55200-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	143.98
6200-55-55200-513030-00000000-	232221	NAPA TRX DATE 030722	72852	03/09/2022	186.53
6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	3.15
6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	6.32
6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	6.95
6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	7.35

	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	12.48
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	12.65
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	23.70
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	24.96
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	32.40
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	37.88
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	48.66
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	49.32
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	52.36
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	77.05
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	127.35
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	129.46
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	163.86
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	346.20
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	441.98
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	546.04
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	560.24
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	684.76
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	751.34
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	757.12
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	808.30
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	1,097.40
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	1,272.00
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	1,396.35
	6200-55-55200-513030-00000000-	232266	NAPA TRX DATE 030822	72852	03/09/2022	4,064.26
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	4.93
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	5.16
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	7.60
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	14.76
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	24.76
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	24.96
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	25.57
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	28.34
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	85.00
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	149.99
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	239.41
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	582.62
	6200-55-55200-513030-00000000-	232306	NAPA TRX DATE 030922	PCard	03/10/2022	588.49
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	6.78
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	9.77
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	24.94
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	28.78
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	107.31
	6200-55-55200-513030-00000000-	232346	NAPA TRX DATE 031022	PCard	03/11/2022	109.73
	Total Paid by Vendor					**61,498.26**
MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660032650	COM TX 022122/4660032650	72747	03/03/2022	8.00
	6200-55-55200-513030-00000000-	4660032650	COM TX 022122/4660032650	72747	03/03/2022	16.50
	6200-55-55200-513030-00000000-	4660032650	COM TX 022122/4660032650	72747	03/03/2022	68.00
	Total Paid by Vendor					**92.50**
PCARD PAYMENTS	6200-55-55200-515340-00000000-	257024	LOCKS FOR NEW EMPLOYEES	PCard	03/09/2022	55.86
	Total Paid by Vendor					**55.86**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-000937104	BLANKET FOR HHA TIPPING FEES FOR OCT-SEPT 2022	72868	03/08/2022	21,468.48
	Total Paid by Vendor					**21,468.48**
SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0044156303	UNIFORMS-PWS SANITATION (BLANKET)	72642	03/02/2022	94.70
	6200-55-55200-515670-00000000-	0046997328	UNIFORMS-PWS SANITATION (BLANKET)	72762	03/03/2022	117.58
	6200-55-55200-515670-00000000-	0047009833	UNIFORMS-PWS SANITATION (BLANKET)	72762	03/03/2022	118.52
	6200-55-55200-515670-00000000-	0046997337	UNIFORMS-PWS SANITATION (BLANKET)	72762	03/03/2022	117.30
	Total Paid by Vendor					**448.10**
SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1004465	FY22 TIPPING FEES FOR PWS MAINT/CONS (BLANKET)	72766	03/04/2022	5,395.07
	Total Paid by Vendor					**5,395.07**
STAPLES INC	6200-55-55200-515340-00000000-	3495913125	V.KENT- 4205 EAST SCHRIMSHER LANE- 256-650-4243	72769	03/07/2022	(35.12)
	6200-55-55200-515340-00000000-	3500015611	VKENT- 4205 EAST SCHRIMSHER LANE, 256-650-4342	72881	03/08/2022	66.39

		6200-55-55200-515340-00000000-	3499549037	VKENT, 256-650-4342, 4206 EAST SCHRIMSHER LANE	72881	03/08/2022	489.51
		6200-55-55200-515340-00000000-	3500015606	VKENT, 256-650-4342, 4206 EAST SCHRIMSHER LANE	72881	03/08/2022	152.76
		Total Paid by Vendor					**673.54**
	STRICKLAND COMPANIES	6200-55-55200-515340-00000000-	HU881068-00	COPY PAPER FOR OFFICE USE	72770	03/03/2022	223.60
		Total Paid by Vendor					**223.60**
	Total by Fund 6200						**121,406.35**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	90,858.08
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	37,354.98
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/21-25	2/21/22-2/25/22 HEALTH CLAIMS	72678	03/07/2022	210.95
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	70,466.86
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	61,869.64
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/28-3/4	2/28/22-3/4/22 HEALTH CLAIMS	72902	03/11/2022	(34.59)
		Total Paid by Vendor					**260,725.92**
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1181644-030422	CITY'S GROUP HEALTH REINSURANCE 3/22	72754	03/07/2022	14,735.60
		Total Paid by Vendor					**14,735.60**
	Total by Fund 7000						**275,461.52**
Grand Total							**14,792,693.68**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	72667	03/03/22	033322A	$ 946.00	VINCENT WHITMAN
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	72866	03/10/22	031022A	$ 23,893.20	OPTIMAL GEO INC.
	0001-00-00000-110004-00000000-	72757	03/08/22	030822A	$ 60,576.17	SJ & L GENERAL CONTRACTORS, LLC
	0001-00-00000-110004-00000000-	72634	03/03/22	030322A	$ 1,989.82	JAT OIL, INC.
	0001-00-00000-110004-00000000-	72633	03/03/22	030322A	$ 1,513.85	CMC STEEL FABRICATORS, INC
	0001-00-00000-110004-00000000-	72632	03/03/22	030322A	$ 84.00	LAURA HARPER
	0001-00-00000-110004-00000000-	72631	03/03/22	030322A	$ 50.00	AIR PRO HEATING & COOLING
	0001-00-00000-110004-00000000-	72630	03/03/22	030322A	$ 49.00	AIR PRO HEATING & COOLING
	0001-00-00000-110004-00000000-	72629	03/03/22	030322A	$ 1,564.21	VALLEN DISTRIBUTION INC.
	0001-00-00000-110004-00000000-	72512	02/28/22	022822A	$ 2,809,146.51	TOYOTA MOTOR MFG AL INC.
	0001-00-00000-110004-00000000-	72511	02/28/22	022822A	$ 1,644.88	PARKWAY SCRUBS, INC.
	0001-00-00000-110004-00000000-	72510	02/28/22	022822A	$ 1,513.32	TINCHER'S WELDING LLC
	0001-00-00000-110004-00000000-	72509	02/28/22	022822A	$ 100.00	MANN VETERINARY HOSPITAL
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-	72635	03/03/22	030322A	$ 1,542.00	QUISHA BRYANT

PRJ 2/26/22 - 3/11/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**03/11/22**	**Grand Total**
101000	1000	$3,564,802.08	$3,564,802.08
101005	1005	($1,042,984.46)	($1,042,984.46)
102000	2000	$167,313.81	$167,313.81
102100	2100	$54,011.82	$54,011.82
102101	2101	$723.40	$723.40
103900	3900	$28,229.26	$28,229.26
103910	3910	$29,702.99	$29,702.99
103930	3930	$32,936.81	$32,936.81
106000	6000	$436,395.72	$436,395.72
106200	6200	$246,406.93	$246,406.93
107100	7100	($24,196.17)	($24,196.17)
110004	IONS	($3,493,342.19)	($3,493,342.19)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0184

Department: City Council - Meredith

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

Resolution appointing Amanda Burns to the Community Development Citizens Advisory Council, Place 1, to the seat previously held by Richard Mulholland for a three (3) year term to expire April 14, 2025. (Nominated 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 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 1, due to the expiration of the term of Richard Mulholland.

NOW, THEREFORE, BE IT RESOLVED that Amanda Burns is hereby appointed to fill said vacancy, said appointment to become effective on April 15, 2022 and expiring on April 14, 2025.

ADOPTED this the 24th day of March 2022.

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

APPROVED this the 24th day of March, 2022.

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_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0185

Department: City Council

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

Resolution reappointing Keith Klaus, to the Community Development Citizens Advisory Council, Place 2 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated 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 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 2, due to the expiration of the term of Keith Klaus.

NOW, THEREFORE, BE IT RESOLVED that Keith Klaus is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0186

Department: City Council

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

Resolution reappointing Billy Lenox, to the Community Development Citizens Advisory Council, Place 3 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated 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:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0186

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Billy Lenox, to the Community Development Citizens Advisory Council, Place 3 (his current seat), for a three (3) year term to expire April 14, 2025.

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 Community Development Citizens Advisory Council, Place 3, due to the expiration of the term of Billy Lenox.

NOW, THEREFORE, BE IT RESOLVED that Billy Lenox is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0187

Department: City Council

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

Resolution reappointing Harold Kemp, to the Community Development Citizens Advisory Council, Place 4 (his current seat), for a three (3) year term to expire April 14, 2025. (Nominated 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 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 4, due to the expiration of the term of Harold Kemp.

NOW, THEREFORE, BE IT RESOLVED that Harold Kemp is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

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_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0188

Department: City Council

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

Resolution reappointing Joanne Wherley to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2024. (Nominated 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 -

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

WHEREAS, a vacancy exists, or will exist, on the Bingo Review Committee due to the expiration of the term of Joanne Wherley.

NOW, THEREFORE, BE IT RESOLVED that Joanne Wherley is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2022, and expiring on April 8, 2024.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0189

Department: City Council

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

Resolution reappointing Fred Rodrigue to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2024. (Nominated 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 -

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

WHEREAS, a vacancy exists, or will exist, on the Bingo Review Committee due to the expiration of the term of Fred Rodrigue.

NOW, THEREFORE, BE IT RESOLVED that Fred Rodrigue is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2022, and expiring on April 8, 2024.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0241

Department: Planning

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

Resolution No. 22-111, consenting to the vacation of a right-a-way along Cecil Ashburn Drive. (Introduced February 24, 2022, Regular Council Meeting)

Resolution No. 22-111

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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 the Land Trust of North Alabama is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

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

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

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

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

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 24th day of March, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 24th day of March, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 38 DEGREES 41 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 4,593.52 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT NO. 20130806000518390 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, POINT ALSO DESCRIBED AS A POINT ON A CURVE OF THE NORTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE; SAID CURVE HAVING A RADIUS OF 826.00 FEET, A CHORD BEARING OF SOUTH 81 DEGREES 34 MINUTES 47 SECONDS WEST, AND A CHORD DISTANCE OF 246.45 FEET; THENCE ALONG THE ARC SAID CURVE FOR CECIL ASHBURN DRIVE NORTHERLY RIGHT-OF-WAY A DISTANCE OF 247.37 FEET; THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 78.01 FEET; THENCE LEAVING THE RIGHT OF WAY NORTHERLY BOUNDARY SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 774 FEET, A CHORD BEARING OF NORTH 48 DEGREES 15 MINUTES 26 SECONDS WEST, A CHORD DISTANCE 1,323.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1,587.09 FEET; THENCE NORTH 10 DEGREES 29 MINUTES 8 SECONDS EAST ADISTANCE OF 85.0 FEET THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE 175.38 FEET; THENCE LEAVING THE CECIL ASHBURN DRIVE RIGHT-OF-WAY SOUTHERLY BOUNDARY SOUTH 79 DEGREES 30 MINUTES 52 SECONDS EAST A DISTANCE OF 85.0 FEET, THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE OF 175.38 FEET; THENCE TO A CURVE TO THE LEFT, HAVING A RADIUS OF 689 FEET, ACHORDBEARING OF SOUTH 48 DEGREES 15 MINUTES 26 SECONDS EAST, AND A CHORD DISTANCE OF 1,177.98 FEET; THENCE ALONG ARC OF SAID CURVE 1,412.80 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 85 FEET TO A POINT ON THE CECIL ASHBURN DRIVE SOUTHERLY RIGHT-OF-WAY AND ALSO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.26 ACRES, MORE OR LESS.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0242

Department: Planning

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

Ordinance No. 22-112, vacating of a right-a-way along Cecil Ashburn Drive. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-112

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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-_____

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 **Land Trust of North Alabama,** 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)
MADISON COUNTY)

QUITCLAIM DEED

THIS IDENTURE made and entered into on this the _____ day of February 2022, by and between The City of Huntsville, Alabama, a municipal corporation, herein referred to as "Grantor" and **Land Trust of North Alabama,** a non-profit, wildlife habitat, water resources and natural lands preservation organization, hereinafter referred to as "Grantee".

WITHNESSETH

That the Grantor, for and in consideration of the sum of Ten and No/ 100ths ($10.00) to it cash in hand paid by the Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, has this day remised, released, quitclaimed and conveyed to the Grantee, all of the Grantor's right, title, interest, and claim in or to the following described real estate lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit:

LEGAL DESCRIPTION AS PER THE ATTACHED EXHIBIT "A" AND BY REFERENCE MADE A PART THEREOF.

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 Resolution No:_____, as of this_____ day of _____, 2022.

THE CITY OF HUNTSVILLE, ALABAMA:
A municipal corporation Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA)
MADISON COUNTY)

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

EXHIBIT "A"
(Right -of-Way to be Vacated)

RIGHT-OF-WAY TO BE VACATED
A TRACT OF LAND LYING AND BEING IN THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 EAST, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 38 DEGREES 41 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 4,593.52 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PROPERTY AS DESCRIBED IN DOCUMENT NO. 20130806000518390 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, POINT ALSO DESCRIBED AS A POINT ON A CURVE OF THE NORTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE; SAID CURVE HAVING A RADIUS OF 826.00 FEET, A CHORD BEARING OF SOUTH 81 DEGREES 34 MINUTES 47 SECONDS WEST, AND A CHORD DISTANCE OF 246.45 FEET; THENCE ALONG THE ARC SAID CURVE FOR CECIL ASHBURN DRIVE NORTHERLY RIGHT-OF-WAY A DISTANCE OF 247.37 FEET; THENCE SOUTH 73 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 78.01 FEET; THENCE LEAVING THE RIGHT OF WAY NORTHERLY BOUNDARY SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CECIL ASHBURN DRIVE AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 774 FEET, A CHORD BEARING OF NORTH 48 DEGREES 15 MINUTES 26 SECONDS WEST, A CHORD DISTANCE 1,323.30 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1,587.09 FEET; THENCE NORTH 10 DEGREES 29 MINUTES 8 SECONDS EAST A DISTANCE OF 85.0 FEET THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE 175.38 FEET; THENCE LEAVING THE CECIL ASHBURN DRIVE RIGHT-OF-WAY SOUTHERLY BOUNDARY SOUTH 79 DEGREES 30 MINUTES 52 SECONDS EAST A DISTANCE OF 85.0 FEET, THENCE SOUTH 10 DEGREES 29 MINUTES 8 SECONDS WEST A DISTANCE OF 175.38 FEET; THENCE TO A CURVE TO THE LEFT, HAVING A RADIUS OF 689 FEET, ACHORD BEARING OF SOUTH 48 DEGREES 15 MINUTES 26 SECONDS EAST, AND A CHORD DISTANCE OF 1,177.98 FEET; THENCE ALONG ARC OF SAID CURVE 1,412.80 FEET; THENCE SOUTH 17 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 85 FEET TO A POINT ON THE CECIL ASHBURN DRIVE SOUTHERLY RIGHT-OF-WAY AND ALSO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.26 ACRES, MORE OR LESS.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2020.

Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0235

Department: **Engineering**

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

Ordinance No. 22-187 amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas. (Introduced March 10, 2022, Regular Council Meeting)

Ordinance No. 22-187

Finance Information:

Account Number: NA

City Obligation Amount: No City Funds Involved.

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-

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

Section 1. Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama ("City") is hereby amended by adding the following Article VIII:

ARTICLE VIII. – MAINTENANCE AREAS

DIVISION 1. – PLATTED LANDS

Sec. 12-500. – Coverage; findings; purpose.

(a) *Coverage*. This division is intended to govern lands that require final plat or boundary plat approval pursuant to the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama.

(b) *Findings and purpose*.

(1) In connection with lands that are to be platted in accordance with the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama, there are areas within a subdivision/development that will contain certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private maintenance, which if not properly performed would negatively impact upon the public health, safety, morals and general welfare, including those of the general public as well as the residents and occupants of the subdivision/development. The city is desirous of establishing a maintenance agreement as a means to facilitate the performance of the private maintenance obligations for a subdivision/development and a means whereby the city may, but is not obligated to, perform what would otherwise be private responsibilities, and to receive reimbursements therefor so as to prevent the expenditure of municipal funds so as to prevent burdening the general taxpayers with the cost of said maintenance.

(2) Section 10.4 of The Zoning Ordinance of the City of Huntsville, Alabama, concerning private streets and private subdivisions, as one of the conditions for approval, requires in section 10.4.3. the following: "Adequate provision must be made, as shown on the approved plan, for maintenance of private streets, private accessways and common areas to the standard practiced in the city for maintenance of public streets and areas by use of a homeowners association or other agreement approved by the city attorney." The city is desirous of establishing a maintenance agreement that fulfills said condition for approval.

(3) As a condition of final plat or boundary plat approval, section 2.11 of the City of Huntsville Stormwater Management Manual requires private owners to enter into an agreement with the city in order to perform, or provide for, certain long-term maintenance obligations in connection with the post-construction stormwater management program plan. The city is desirous of establishing a maintenance agreement that will satisfy said requirement.

Sec. 12-501. – Definitions. The following words, terms, and phrases, when used in this division shall have the following meanings ascribed to them in this section, unless the context clearly indicates a different meaning.

Maintenance area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) subdivision/development, which includes private subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the subdivision/development, which common areas include those designated on the plat as "Common Area", "Common Property", or other similar words to that effect;

b. In the case of a single lot subdivision/development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) subdivision/development: Areas that are or will be designated on the final/boundary plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are subject to post-construction stormwater management controls, that will not be or are not within a public easement in favor of the city or will not be or are not dedicated to and accepted by the city as public; and

d. In the case of private subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas dedicated, denominated or used as a maintenance area for the subdivision/development or any other real property, after the lands have been final/boundary platted.

Post-construction stormwater management controls mean and refer to post-construction stormwater management structural and non-structural controls, and a schedule for periodic inspections, required in accordance with the city's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private subdivision means and refers to a subdivision/development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Subdivision/development means and refers to the platted lands or lands to be platted, as such lands are now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

Sec. 12-501. – Maintenance agreement required for plat approval.

(a) *Requirement*. As an express condition precedent to approval by the Planning Commission of the City of Huntsville, Alabama, of any final/boundary plat of any real property located within City's planning jurisdiction, which contains a maintenance area, is or is proposed to be a private subdivision, or is subject to post-construction stormwater management controls:

(1) Each owner, who is the grantee in each deed or other conveyance recorded in the real estate records in the office of the judge of probate of the county in which the lands of the subdivision/development are located, of the fee simple title to all or any portion of the lands embraced by the subdivision/development (excluding, however, (i) any governmental entity owning any interest in any lands within said subdivision/development dedicated to and accepted by the public such as public streets and rights-of-way and (ii) any person holding any interest in such lands solely as security for the performance or satisfaction of any obligation), shall enter into a *maintenance agreement and access easement* with the city that is substantially in the form and substance as hereinafter set forth; and

(2) The holder of any lien or encumbrance which grants title (including as a contract purchaser but only if said interest is of record) to all or any portion of the lands embraced by the final/boundary plat shall execute an acknowledged ratification on the face of such plat so as to give full force and effect to said *maintenance agreement and access easement*; and

(3) The final plat/boundary plat shall contain a plat note suitable in form and content to the city attorney or his/her designee which incorporates by reference said *maintenance agreement and access easement*.

(b) *Mayor authorized*. The mayor is hereby authorized, directed and empowered to enter into and execute said *maintenance agreement and access easement*, and corresponding plat note, on behalf of the City for each such final/boundary plat.

(c) *Maintenance agreement and access easement*. The following *maintenance agreement and access easement*, which shall constitute a covenant running with the land as to the real property made the subject of such plat, shall be incorporated by reference into each such plat:

STATE OF ALABAMA)
:
COUNTY OF _____)

MAINTENANCE AGREEMENT AND ACCESS EASEMENT

This **MAINTENANCE AGREEMENT AND ACCESS EASEMENT** ("Agreement"), is made and entered into as of the _____, day of _____, 20__, by and between/among _____ (hereinafter referred to as "Developer(s)") and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City")(referred to collectively hereinafter as "Parties"):

WITNESSETH:

WHEREAS, Developer(s) is the owner of the real property described in **Exhibit "A"** attached hereto (the "Developer Property"), which is embraced by the Final Plat/Boundary Plat of the _____ Subdivision/Development (the "Plat"), a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, Developer(s) intends to subdivide or develop the Developer Property into lots or units for development, sale or lease and may subdivide, resubdivide or develop the Developer Property into phases and may add additional property to the Subdivision/Development (the "Subdivision/Development"); and

WHEREAS, Developer(s) has submitted said Plat to the Planning Commission of the City of Huntsville, Alabama (the "Planning Commission") for its approval; and

WHEREAS, the Subdivision/Development will include certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private upkeep, including their maintenance, operation, repair, replacement, inspection, or restoration, which private upkeep will not be at public expense; and

WHEREAS, based on the findings and purpose set forth in Section 12-500(b) of the Code of Ordinances of the City of Huntsville, Alabama (hereinafter referred to as "City Code"), which section is incorporated herein by reference as if fully set forth herein, and as consideration for and in connection with the approval of the Subdivision/Development in accordance with Chapter 12, Article III, Division 1 of the City Code, the Parties are desirous of entering into this Agreement.

NOW, THEREFORE, for and in consideration of (a) the premises which are deemed a material part of this Agreement and, by this reference, are incorporated herein, (b) the mutual agreements, covenants, provisions and terms of this Agreement set forth herein, (c) the execution, acknowledgment and delivery of this Agreement by the Parties hereto, and (d) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly

acknowledged by City and Developer(s), and intending to be legally bound hereby, City and Developer(s) agree and covenant with and unto each other, as follows:

Section 1. Definitions.

(a) **In general**. The following capitalized and non-capitalized words, terms and phrases when used in this Agreement, including the foregoing premises, shall have the meanings/rules of construction ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning:

(1) *General terms/rules of construction.*

City means and refers to the City of Huntsville, Alabama, and where necessary to perform the acts contemplated hereinafter, shall include its officials, officers, employees, contractors, and agents.

City Engineer means and refers to the Director of Engineering of the City and his/her designees or subordinates.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

a. "And" indicates that all the connected terms, conditions, provisions or events apply.

b. "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

c. "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Include. The term *include*, including its derivations, does not limit a term to a specified example.

Maintenance Area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) Subdivision/Development, which includes Private Subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the Subdivision/Development, which common areas include those designated on the Plat as "Common Area", "Common Property", or other similar words to that effect;

b. In the case of a single lot Subdivision/Development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a

residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the Plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) Subdivision/Development: Areas that are or will be designated on the Plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are identified on the *Post-Construction Stormwater Management Program Plan*, that are not or will not be within a public easement in favor of the city or will not be or are not dedicated to and accepted by the City as public;

d. In the case of Private Subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas as hereinafter provided for in Section 9.

Post-Construction Stormwater Management Program Plan means and refers to the plan set forth in **Exhibit "C"** attached hereto, as such plan may be amended at any time and from time to time, which plan includes post-construction activities related to stormwater drainage features identified therein that will require performance of post-construction stormwater management, including structural and non-structural controls, and a schedule for periodic inspections, in accordance with the City's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private Owner means and refers to any person or entity who is the grantee in each deed or other conveyance recorded in the real estate records in the Office of the Judge of Probate of the County in which the Subdivision/Development is located of the fee simple title to all or any portion of the real property embraced by the Subdivision/Development, except for and excluding (i) a Public Owner and (ii) a Security Owner. This term "Private Owner" by definition shall include any owner of the Maintenance Area including an Association contemplated by Section 8. below.

Private Owners' Lot/Unit means and refers to any lands within the Subdivision/Development owned by Developer(s) or a Private Owner other than the Public Areas.

Private Subdivision means and refers to a subdivision or development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Public Areas mean and refer to any lands, including improvements situated thereon, within the Subdivision/Development dedicated/conveyed to and accepted by/on behalf of the public such as public streets and rights-of-way, public greenways, and public easements.

Public Owner means and refers to any governmental entity owning any interest in any Public Areas.

Security Owner means and refers to any person or entity holding any interest in the Subdivision/Development solely as security for the performance or satisfaction of any obligation; *provided, however*, in the event a Security Owner succeeds to the right, title and interest of a Private Owner in and to any portion of the Subdivision/Development for any reason (whether by nonjudicial foreclosure, judicial foreclosure, conveyance in lieu of foreclosure or otherwise) then, in that event, and from and after the date of acquisition of title, said Security Owner shall become a Private Owner as to such portion of the Subdivision/Development and thus subject to the duties, liabilities, obligations and responsibilities of a Private Owner under this Agreement.

Subdivision/Development shall have the same meaning ascribed to it in the premises and shall mean and refer to the Developer Property as now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

(2) *Definitions concerning Maintenance Obligations***.** The following capitalized terms are Maintenance Obligations included under this Agreement:

General Maintenance means and refers to general maintenance, repair and upkeep, including control of grass and weeds, removal of junk and litter, and pest and rodent control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of Public Areas.

Private Amenities Maintenance means and refers to the maintenance of all present or future private improvements, amenities, and features, including bath houses, fountains, lakes, walkways, trails, lighting, signage, ways, parking lots, playgrounds, ponds, pools, recreational areas and equipment, tennis courts, swimming pools, and other water features; which maintenance shall include General Maintenance, Water Quality Control, and any such other maintenance required to prevent the property from becoming a nuisance.

Private Drainage Feature Maintenance means and refers to the maintenance of all present or future private detention or retention ponds, culverts, drains, pipes, swales, berms, ditches, and other private drainage systems or improvements, which are: (1) denominated on the Plat as being private, (2) which are not within a public drainage easement, or (3) which have not been dedicated to and accepted by the City as public; which maintenance shall include: General Maintenance, Water Quality Control, SWMPP Maintenance, and maintenance of the side slopes, erosion and siltation/sedimentation control, security, water levels, and any such other maintenance necessary for aesthetics, functionality and safety.

Private Subdivision Improvements Maintenance means and refers to maintenance, operation, replacement, repair and restoration of all present or future private infrastructure within a Private Subdivision, whether within or without a Maintenance

Area, that is to be privately owned, operated, and maintained for the use and benefit of the Subdivision/Development rather than being dedicated/conveyed to and accepted by the City as public, including: (1) private drainage systems and features, including detention or retention ponds, culverts, drains, pipes, swales, berms, and ditches, (2) private rights-of-way, streets, access ways and alleys inclusive of all improvements thereon and appurtenant thereto such as sidewalks, signage and lighting, (3) private sanitary sewer facilities inclusive of all infrastructure and equipment appurtenant thereto, and (4) any other private infrastructure now existing or hereafter established; which maintenance, operation, replacement, repair and restoration shall include General Maintenance, Water Quality Control, Private Drainage Feature Maintenance, and any and all maintenance, operation, restoration, replacement and repair necessary for aesthetics, functionality and safety.

Public Improvements Maintenance means and refers to the maintenance of all public drainage improvements or features including public detention or retention ponds, culverts, drains and ditches and other public improvements, which maintenance shall include General Maintenance and Water Quality Control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of public easements.

Repair/Restoration Maintenance means and refers to the repair/restoration of the Maintenance Area, including the private streets and private ways and improvements thereon, which repairs or restorations are necessitated due to the City's construction, maintenance or repair of any public infrastructure such as sanitary sewer and storm drainage infrastructure within said Maintenance Area. Such repair/restoration shall include restoration of landscaping, curb and gutter repairs, maintenance of any temporary pavement, final asphalt patching or replacement of improvements. The City shall only be obligated to bring any required fill materials to grade.

SWMPP Maintenance means and refers to the obligations set forth in Subsection 2(d) below.

Water Quality Control means and refers to the control of water quality for algae, pond scum and any other such similar conditions.

Section 2. Maintenance Obligations.

(a) Developer(s) and each Private Owner shall be jointly and severally responsible for the continuous and proper maintenance, operation, replacement, repair or restoration of any and all Maintenance Areas, including Public Areas situated thereon, and the Private Subdivision Improvements, within the Subdivision/Development, without expenditure of municipal funds (the "Maintenance Obligations").

(b) Such Maintenance Obligations shall be in conformance with all applicable laws, regulations, standards and specifications, now existing or hereafter established, including section 10.4 of the Zoning Ordinance, the subdivision regulations, state nuisance laws, City ordinances

and codes governing nuisances, and the Stormwater Management Manual, as such may be superseded or amended from time to time; and conformance with same shall be as determined by the City.

(c) Such Maintenance Obligations include: (i) within the Maintenance Area, General Maintenance, Water Quality Control, Public Improvements Maintenance, Private Drainage Feature Maintenance, Private Subdivision Improvements Maintenance, Private Amenities Maintenance, and Restoration/Repair Maintenance, and (ii) without the Maintenance Area, Private Subdivision Improvements Maintenance.

(d) SWMPP Maintenance includes each of the following "Post-Construction Stormwater Management Program Plan Obligations" as additional Maintenance Obligations:

(1) Inspections that are required pursuant to the Post-Construction Stormwater Management Program Plan, which inspections shall be performed annually, or at such other frequency as the City Engineer may require or allow, by a properly qualified credentialed inspector (QCI) or a qualified credentialed professional (QCP), as defined by the Alabama Department of Environmental Management (ADEM), to insure compliance with the Post-Construction Stormwater Management Program Plan, including its design standards and maintenance requirements;

(2) Remediation, in a manner as may be approved or prescribed by the City Engineer, of deficiencies identified by an inspection, including inspections performed by or on behalf of the City, which remediation may include replacement, repair, restoration, or mitigation work, and which remediation shall be completed upon verification by an engineer's report within forty five (45) days after the date of the inspection, or such additional time as the City Engineer may allow; provided, however, if the inspection identifies a public safety or public health hazard, then the remediation shall be performed immediately; and

(3) Retention of inspection reports and remediation efforts reports for a period of five years, which shall be provided to the City Engineer upon request.

Section 3. Default in Maintenance Obligations. Upon the failure of Developer(s) or a Private Owner to perform said Maintenance Obligations, and after any notice and opportunity to cure required by Section 7. hereof, the City shall have the right but not the obligation to perform, or have performed on its behalf, the Maintenance Obligations, in whole or part, and shall have the right to receive joint and several full reimbursement from Developer(s) and each Private Owner the costs of such Maintenance Obligations and the costs of collection of the same as set forth in Section 5. below.

Section 4. Grant of Access and Maintenance Easement. Developer(s), for itself and for each Private Owner, Public Owner and Security Owner, hereby grants City, and City's authorized agents, contractors, and employees, a continuous, permanent and irrevocable right of entry, access, ingress and egress easement across, along, over, under and through the Maintenance Area, drives, ways, private utility or drainage easements, and other portions of the

Subdivision/Development unimproved with a building/structure in order to perform as contemplated in this Agreement, and in accordance with applicable federal, state, and local laws governing post-construction stormwater management, as such laws may be amended or superseded from time to time, including: (a) inspection of the Maintenance Area or Private Subdivision Improvements; and (b) upon default by Developer(s) or a Private Owner of the Maintenance Obligations, to perform the Maintenance Obligations whenever City deems necessary. The easement contained herein shall run with the land as a burden to the Subdivision/Development and shall pass with the conveyance of all or any portion thereof, whether specifically referred to or not in any said conveyance.

Section 5. Recovery of Maintenance Obligations Costs and Collection Costs. In the event that City performs any Maintenance Obligations, City shall have the unconditional right to recover jointly and severally from Developer(s) or any one or more or all of the Private Owners (a) the costs and expenses of all labor, equipment, fuel, materials, services, supplies and similar items used in such performance ("Maintenance Obligations Costs"), and (b) the sum of all costs, disbursements and expenses (including reasonable attorneys and engineering fees) incurred in collecting the same, together with all statutory pre- and post-judgment interest ("Collection Costs").

Each Private Owner, by the acceptance of a conveyance for such Private Owners' Lot/Unit, whether or not expressed in such conveyance, is hereby deemed to agree and covenant to pay to City the Maintenance Obligations Costs and Collection Costs. All such Maintenance Obligations Costs and Collection Costs shall be both (a) the personal obligation of the Private Owner at the time when the Maintenance Obligations Costs and Collection Costs are incurred by City and (b) a charge and lien on such Private Owners' Lot/Unit.

The City shall be reimbursed for all Maintenance Obligations Costs and Collection Costs within twenty (20) days after City's written demand for the same.

As security for the prompt and faithful payment of the Maintenance Obligations Costs and the Collection Costs, City shall have, and is hereby granted, a lien (the "City Lien") against both the Maintenance Area and each Private Owners' Lot/Unit, which City Lien is and shall be paramount and prior to all liens on the Maintenance Area and each Private Owners' Lot/Unit except for and subject to (a) the lien for current and future ad valorem taxes and (b) the lien of a construction or first mortgage held by an institutional or private lender.

In the event Developer(s) or any Private Owner shall fail to pay City the Maintenance Obligations Costs and the Collection Costs after said written demand for the same, City may pursue any one or more remedies for collection of the same (legal, equitable or otherwise) concurrently or consecutively (despite any defense of election of remedies or similar doctrines) including a suit for money damages against Developer(s) or one or more or all of Private Owners or enforcement of the City Lien against the Maintenance Area or any one or more of the Private Owners' Lots/Units, whether by nonjudicial foreclosure, judicial foreclosure or otherwise.

Section 6. Reimbursement of Maintenance Obligations Costs and Collection Costs.

(a) Subject to Subsection (b), any Private Owner (including Developer(s)) who has paid to City any Maintenance Obligations Costs and Collection Costs shall have the unconditional right to recover jointly and severally from any other Private Owner (including Developer(s)) the amount by which such paying Private Owner's payment to City exceeds his/her/its "Prorata Share". As used herein, the term "Prorata Share" means a fraction, (a) the numerator of which is one and (b) the denominator of which is the total number of Private Owners' Lots/Units within the Subdivision/Development, including lots within phases that have received final/boundary plat approval, and lots within phases which have not been finaled in which case the calculation is based on the lots as shown on the Plat or, in the case of a condominium development, on the recorded condominium plat; excluding however the Maintenance Area.

For example, and for illustration purposes only, assuming (i) the total Maintenance Obligations Costs and Collection Costs incurred by City in one instance is $20,000.00, (ii) the total number of Private Owners' Lots within the Subdivision/Development are 50, and (iii) "Private Owner Smith" has paid City $1,000.00 for Maintenance Obligations Costs and Collection Costs, then "Private Owner Smith" may recover from one or more of the remaining Private Owners (including Developer(s)) up to each other Private Owner's Prorata Share the aggregate sum of $600.00 calculated as follows:

$$\$1,000.00 - (\$20,000.00 \times {}^{1}/_{50}) = \$600.00$$

A Private Owner's right of reimbursement from any one or more other Private Owners (including Developer(s)) shall in no way defeat, impair, prevent or prohibit City's recovery of Maintenance Obligations Costs and/or Collection Costs from Developer(s) or any Private Owner.

(b) The right of prorata reimbursement does not apply in the case of a single lot Subdivision/Development that is an apartment complex with leasehold units.

Section 7. Notice and Cure. Except in the event of an immediate threat to the public health, safety, morals, general welfare or to public property in which event the City shall not be required to give Developer(s) or any then-current Private Owner within the Subdivision/Development any notice or opportunity to cure, the City shall not perform the Maintenance Obligations until it has first given Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the Subdivision/Development notice of (a) the need to perform Maintenance Obligations identified in the notice and (b) thirty (30) days after the date of such notice within which to cure and perform the same, subject to the right of the City Engineer, at his/her discretion, to grant an extension of the cure period for good cause shown upon written request. Such notice may be given in City's absolute and sole discretion and option in any one of the following ways:

(a) By posting written notice upon the Maintenance Area; or

(b) By written notice given by (i) personal delivery, or (ii) overnight commercial courier, or (iii) facsimile transmission or (iv) United States First Class Certified Mail, postage prepaid, Return Receipt Requested, and addressed to the Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the

Subdivision/Development, as appears from the then-current records in the Office of the Tax Assessor of the County in which the Subdivision/Development is located; or

(c) By written notice left at the residence of the principal of the Developer(s) or the residence of the authorized agent of the Association or the residence of any then-current Private Owner within the Subdivision/Development; or

(d) Publication of ten (10) days written notice in a newspaper of general circulation published in the City or in the County in which the Subdivision/Development is located.

Section 8. Association/Restrictions/Other Maintenance.

(a) Nothing contained in this Agreement shall be construed or deemed as prohibiting the Developer(s) or the Private Owners from: (1) forming an owners, homeowners, condominium owners, business owners, or residence association (the "Association"), or (2) creating and establishing covenants, restrictions or restrictive covenants (the "Restrictions"), for the benefit, construction, governance, insurance, maintenance, operation, repair or regulation, of the Subdivision/Development, the Maintenance Area or Private Subdivision Improvements. Such Association or Restrictions may, *inter alia,* establish and impose construction, governance, insurance, maintenance, operating, repair or regulatory obligations and responsibilities equal to or greater than those set forth in this Agreement, but shall not abrogate, impair, hinder, lessen or extinguish those imposed by this Agreement, nor shall they affect or supersede the City's rights and remedies under this Agreement.

(b) Nothing contained in this Agreement shall be construed to affect private maintenance responsibilities which are outside the scope of this Agreement.

Section 9. Additional Areas. In the event that any portion of the Subdivision/Development that is not designated as Maintenance Area on the Plat is/are hereafter dedicated, denominated or used as a Maintenance Area for the Subdivision/Development or any other real property, then such other portions shall be *ipso facto* included within the term "Maintenance Area" and subjected to this Agreement.

Section 10. Termination of Developer(s)'s Liability. Notwithstanding anything contained in this Agreement to the contrary, each Developer(s)'s liability under this Agreement will terminate when that Developer(s) is no longer a Private Owner.

Section 11 . Remedies Cumulative/No Third-Party Beneficiaries.

(a) The City's rights and remedies under this Agreement shall be in addition to any other rights and remedies it might now or hereafter have under any federal, state or local law.

(b) This Agreement shall not be construed or applied to confer any rights or benefits to third-parties.

Section 12. Authority and Power. Each party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this Agreement.

Section 13. Recordation. This Agreement shall be recorded by City at Developer(s)'s prepaid expense in the real estate records in the Office of the Judge of Probate of each County in which the Developer(s) Property is located.

Section 14. Covenants Running with the Land. This Agreement and each of its agreements, covenants, provisions and terms are covenants running with the land as to the Developer(s) Property and the Subdivision/Development and shall be binding on City, Developer(s) and Private Owners (and, if applicable, Association) and all persons and entities claiming through or under them for a period of twenty-five (25) years from the date this Agreement is filed for record in the Office of the Judge of Probate of the County in which the Subdivision/Development is located, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the City, Developer(s) and a majority of the then Private Owners has been filed for record in such Probate Judge's Office, agreeing to abolish or amend this Agreement in whole or in part.

Section 15. No Liability. Anything in this Agreement to the contrary notwithstanding, it is expressly agreed, intended and understood that (a) neither City nor any Public Owner nor any Security Owner has any duty, liability, obligation or responsibility to maintain or repair the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development, (b) in no event shall this Agreement be construed to impose any such duty, liability, obligation or responsibility on the City or on any Public Owner or on any Security Owner, (c) the operation, maintenance and repair of the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development is at all times the direct and sole duty, liability, obligation and responsibility of Developer(s) and each Private Owner, and (d) neither the City nor the Public Owners nor their respective agents, employees or assigns, shall be liable to Developer(s) or any Private Owner or any other person or entity for (i) the manner in which any of them exercise, or for the failure or refusal of any of them to exercise any authority or right granted to them herein, whether discretionary or not; (ii) the failure or refusal of Developer(s) or any Private Owner to comply with any of the agreements, covenants, provisions and terms hereof; or (iii) the failure or refusal of City to enforce any one or more of the agreements, covenants, provisions and terms hereof against Developer(s) or any Private Owner, and their respective heirs, personal representatives, successors or assigns.

Section 16. Miscellaneous.

(a) *Entire Agreement/Merger*. This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including the Plat), embodies the entire agreement, intent and understanding of City and Developer(s) as to the transactions contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between City and Developer(s) as to such transactions, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between City and Developer(s) as to such transactions not contained herein are and shall be null and void, unenforceable and of no force and effect.

(b) *Applicable Law/Jurisdiction/Venue*. This Agreement is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Severability*. If, for any reason or no reason, any agreement(s), covenant(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Developer(s) or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(d) *Binding Effect*. City's and Developer(s)'s respective heirs, personal representatives, successors and assigns (including, but not limited to, the Private Owners and the Association) shall be fully bound by this Agreement and each and every agreement, covenant, provision and term hereof just as they are bound. Each and every agreement, covenant, provision and term of this Agreement inures, and shall inure, to the benefit of City, it successors and assigns, and shall be binding upon or inure to the benefit of the Developer(s) and its heirs, personal representatives, successors and assigns (including the Private Owners and the Association).

(e) *Amendment, etc.* Neither this Agreement nor any agreement, covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any estoppel, novation or waiver regarding the same be effectuated, without City, Developer(s), and a majority of the then Private Owners (and, if applicable, the Association), first executing a writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver.

(f) *Captions*. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(g) *Incorporation of Exhibits*. This Agreement hereby incorporates by reference and makes a part hereof all exhibits referred to herein and appended hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

[Insert signature and acknowledgements of the parties]

Section 2. City of Huntsville Ordinance No. 04-874, as amended by City of Huntsville Ordinance No. 05-712, is hereby repealed, which ordinance(s) was included in the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama in section 1.8 thereof.

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 _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0243

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 Cost Amount: $

Total Cost: $

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:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** TMP-1406

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 Cost Amount: $

Total Cost: $

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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0244

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 Cost Amount: $

Total Cost: $

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 Loretta Spencer for Maple Hill Cemetery in the amount of $200.00.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** TMP-1313

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 Cost Amount: $

Total Cost: $

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 Loretta Spencer for Maple Hill Cemetery in the amount of $200.00.

RESOLUTION NO. 22 - _____

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

Donation from Loretta Spencer for Maple Hill Cemetery in the amount of $200.00.

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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0245

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 Cost Amount: $

Total Cost: $

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:
$500,000.00 - Increase the Public Works department operating appropriation funded with a transfer from the 2014 Capital Improvements Fund.

$500,000.00 - Decrease the Engineering department operating capital appropriation.

$272,000.00 - Increase the special appropriation to the Huntsville/Madison County Convention and Visitors Bureau from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $132,000.00 (1/2 paid each year 2024-2025) for support of the Alabama Music Educators Association Annual Meeting.
- $ 20,000.00 for support of the First Robotics Competition.
- $ 5,000.00 for support of Willys-Overland-Knights Registry International Meet (Car Show).
- $ 35,000.00 for support of MotoSurf/MotoSkate Electric Games.
- $ 10,000.00 for support of the UNA vs Jacksonville State Football.
- $ 70,000.00 (1/2 paid each year 2023-2024) for support of the Alabama Educational Technology Conference.

$135,748.00 - Increase the special appropriation to the Sports Commission from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $ 10,478.00 for a ramp and bicycle reflectors in support of the US Paracycling C1 Race.
- $ 25,000.00 for support of the ASUN Conference Beach Volleyball Championship.
- $ 25,000.00 for support of the Coastal Collegiate Sports Association Conference Beach Volleyball Championship.
- $ 25,000.00 for support of the ASUN Men’s Lacrosse Championship.
- $ 50,000.00 for support of the Alabama High School Athletic Association State Soccer.

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 IMPROVEMENTS FUND:

Increase the Public Works department operating appropriation by $500,000.00 funded with a transfer from the 2014 Capital Improvements Fund.

In the 2014 CAPITAL IMPROVEMENTS FUND:

Decrease the Engineering department operating capital appropriation by $500,000.00.

In the 1% LODGING TAX 2013 FUND:

Increase the special appropriation to the Huntsville/Madison County Convention and Visitors Bureau from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $132,000.00 (1/2 paid each year 2024-2025) for support of the Alabama Music Educators Association Annual Meeting.
- $ 20,000.00 for support of the First Robotics Competition.
- $ 5,000.00 for support of Willys-Overland-Knights Registry International Meet (Car Show).
- $ 35,000.00 for support of MotoSurf/MotoSkate Electric Games.
- $ 10,000.00 for support of the UNA vs Jacksonville State Football.
- $ 70,000.00 (1/2 paid each year 2023-2024) for support of the Alabama Educational Technology Conference.

Increase the special appropriation to the Sports Commission from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $ 10,478.00 for a ramp and bicycle reflectors in support of the US Paracycling C1 Race.
- $ 25,000.00 for support of the ASUN Conference Beach Volleyball Championship.
- $ 25,000.00 for support of the Coastal Collegiate Sports Association Conference Beach Volleyball Championship.
- $ 25,000.00 for support of the ASUN Men’s Lacrosse Championship.
- $ 50,000.00 for support of the Alabama High School Athletic Association State Soccer.

ORDINANCE NO. 22 – _____

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0246

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering, Company, Inc., for Engineering Services for The Village at Max Luther Development, Project No. 71-22-SP24.

Resolution No.

Finance Information:

Account Number: 3020-71-00000-520600-PR8627XX

City Obligation Amount: $216,000.00

Total Obligation: $216,000.00

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:

Engineering services contract with Schoel Engineering for engineering services for The Village at Max Luther consisting of approximately 1100 feet of divide boulevard with streetscape improvements and 1800 feet of greenway and park space. Project also includes platting and design services for public infrastructure associated with redevelopment of Builder Square at the northwest corner of Memorial Parkway and Max

Luther Drive. Design services in a lump sum total contract amount of $216,000.00. Account No. 3020-71-00000-520600-PR8627XX

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** TMP-1425

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering, Company, Inc., for Engineering Services for The Village at Max Luther Development, Project No. 71-22-SP24.

Resolution No.

Finance Information:

Account Number: 3020-71-00000-520600-PR8627XX

City Obligation Amount: $216,000.00

Total Obligation: $216,000.00

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:

Engineering services contract with Schoel Engineering for engineering services for The Village at Max Luther consisting of approximately 1100 feet of divide boulevard with streetscape improvements and 1800 feet of greenway and park space. Project also includes platting and design services for public infrastructure associated with redevelopment of Builder Square at the northwest corner of Memorial Parkway and Max

powered by Legistar™

Luther Drive. Design services in a lump sum total contract amount of $216,000.00. Account No. 3020-71-00000-520600-PR8627XX

powered by Legistar™

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 Schoel Engineering Company, Inc. in the amount of TWO HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS ($216,000.00) for Engineering Design Services for The Village at Max Luther Development, Project No. 71-22-SP24, 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 Schoel Engineering Company, Inc., for Engineering Design Services for The Village at Max Luther Development, Project No. 71-22-SP24" consisting of a total of nineteen (19) pages plus thirty-four (34) additional pages consisting of Attachments 1-16, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

SCHOEL ENGINEERING COMPANY, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

THE VILLAGE AT MAX LUTHER DEVELOPMENT

Project ID Number 71-22-SP24

MARCH 24, 2022

President of the City Council of the City of Huntsville, AL
Date: March 24, 2022

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
SCHOEL ENGINEERING COMPANY, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
THE VILLAGE AT MAX LUTHER DEVELOPMENT
Project ID Number 71-22-SP24

THIS AGREEMENT made as of the 24th day of March in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SCHOEL ENGINEERING COMPANY, INC., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional engineering services for design of The Village at Max Luther Development, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional engineering services for design of The Village at Max Luther Development.

2.2 These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.

2.4 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

2.5 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.6 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

2.7 The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

2.8 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.9 The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

2.10 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.11 During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

2.12 Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid18
Units:	US Survey Feet

2.13 The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

2.14 The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

2.15 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the

OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of March 25, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be August 31, 2022.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF TWO HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS ($216,000.00) 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

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

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

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	$216,000.00
TOTAL CONTRACT AMOUNT:	**$216,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

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

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER"s expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.6 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall

make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.7.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure

to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

Products and Completed Operations
Contractual

Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

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

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors

and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), 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.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

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

ENGINEER:
SCHOEL ENGINEERING COMPANY, INC.

BY: _____
Jerry Cargile

TITLE: Principal

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 March 11, 2022, from Jerry M. Cargile to Jim McGuffey and attachments).

SCHOEL

March 11,2022

City of Huntsville
Department of Urban Development
320 Foundation Circle
Huntsville, AL 35801

Attn: Mr. Jim McGuffey

Project Reference: The Village at Max Luther Development – 2601 Memorial Parkway

Dear Jim:

We appreciate the opportunity to offer this proposal for Consulting Services for The Village at Max Luther development in Huntsville, Alabama.

We recognize that you have a choice in selecting your consultants and thank you for considering Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with your development and design teams.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

As always, we appreciate the opportunity to work with the City Huntsville.

Best regards,

Jerry M. Cargile, PE | LEED AP
Principal | Huntsville Market Lead

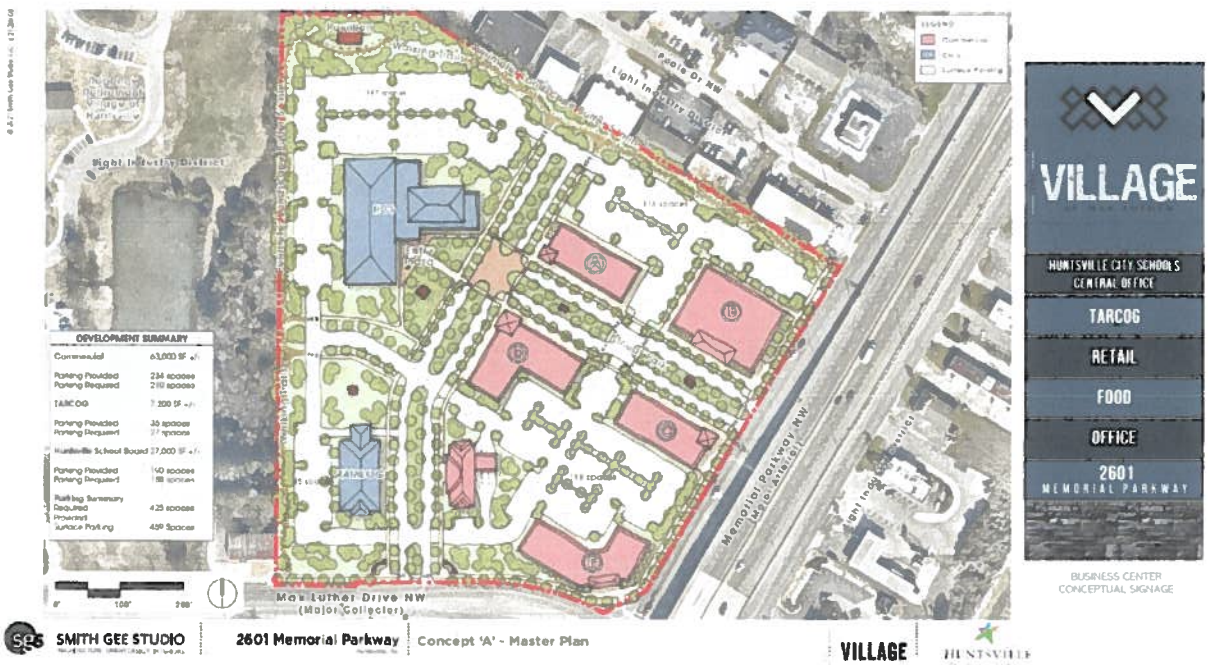
Agreement for Consulting Services
The Village at Max Luther Development – 2601 Memorial Parkway
March 11, 2022

This **AGREEMENT**, entered into by and between **City of Huntsville,** hereinafter referred to as the **Client,** and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant,** is for Consulting Services associated with land surveying, civil engineering, and landscape architecture of the Max Luther Site in Huntsville, Alabama.

PROJECT OVERVIEW

The Consultant will provide Land Surveying, Civil Engineering, and Landscape Architecture services for The Village at Max Luther development, located at 2601 Memorial Parkway, Huntsville, Alabama. This proposal is based on a master plan that includes 63,000 square feet of commercial, 7,200 square feet for TARCOG, 27,000 square feet for the Huntsville School Board and associated parking and other amenities. The master plan developed by Smith Gee Studio is shown below, and detailed scope items follow. In general our services will include those necessary to complete construction documents for the required public improvements. Those are expected to include the following:

1. Approximately 1100 linear feet of divided boulevard to complete the internal street network to include adjacent sidewalks, any specialty paving, and driveway turnouts for proposed development sites.
2. Approximately 1800 linear feet of linear park and greenway space around the perimeter of the site.
3. Approximately 1150 linear feet of sidewalk/path and landscape improvements adjacent to the existing streets.
4. Primary public utility infrastructure for water, sanitary sewer, and storm drainage as required to support further development of the property. Street lighting and electrical layout will be in accordance with Huntsville Utilities design.



PROPOSED SCOPE & SERVICES

1. BOUNDARY AND TOPOGRAPHIC SURVEY

A field-shot topographic survey of the site to be developed will be prepared. In addition, the boundary lines and property corners will be set in the field and noted on the survey. The detailed scope is as follows:

- Initial project research and coordination
- Establish the boundary lines of all parcels and locate existing or set new monumentation at property corners
- Transfer a USGS Benchmark to the site from which all topographic surveying will be referenced
- Establish site control
- Contact Alabama One Call utility services to locate utilities in the public rights-of-way
- Shoot topo to the center of all adjacent streets.
- Shoot topo on a 40-foot or equivalent grid including grade breaks on USGS Datum.
- Locate visible improvements (buildings, fences, curb, concrete, etc.)
- Locate visible utilities (water valves and meters, gas valves and meters, sanitary and storm sewers, electrical and telephone appurtenances, etc.)
- electrical and telephone appurtenances, etc.).
- Shoot flow line elevations of visible sanitary and storm sewers, including the next upstream and downstream offsite structures
- Research underground utilities with each respective utility company and identify on map
- Process field survey data and prepare a Boundary and Topographic Survey Plat showing spot elevations.
- Project meeting and initial coordination

Lump Sum Fee **$ 35,000**

2. PLATTING SERVICES

A layout plat will be prepared to the standards of the governing municipality. The detailed scope is as follows:

- Prepare a Layout Plat to create multiple Lot(s) from 2 individual existing Lots.
- Prepare a Preliminary Plat to create multiple Lot(s) from 2 individual existing Lots.
- Establish the boundary lines and set the corners of the newly created lots. The survey will be performed in accordance with the "Standards of Practice for Land Surveying in the State of Alabama".
- Prepare documents necessary for vacating the existing easements to the "Standards of Practice for Land Surveying in the State of Alabama"
- Prepare the application, vacation documents and submittal package for submittal to the governing municipality
- Prepare application and submittal package for resurvey request to the governing municipality
- Attend required meetings at the governing municipality
- Follow Re-subdivision Plat through recordation

Lump Sum Fee **$ 10,000**

3. CONCEPTUAL DESIGN

The Consultant will provide the Client with conceptual design intended for Owner approval and proforma-level budgeting. The detailed scope is as follows:

- Coordinate with the Client and Design Team
- Develop concept layout, grading and drainage, stormwater management, and utility service
- Prepare a rough earthwork analysis
- Prepare conceptual design exhibits:
  - Site Layout Exhibit
  - Grading and Drainage Exhibit
  - Utility Exhibit

Lump Sum Fee $ 25,000

4. DESIGN DEVELOPMENT

The Consultant will design and prepare 60% complete engineering plans to support the Design Development phase of the design. This package will be sufficient for Client and Design Team review and approval. The detailed scope is as follows:

- Coordinate with the Client and Design Team as required
- Continue coordination with utility companies for service
- Continue coordination with other applicable governing entities, including municipalities
- Continue coordination with utility providers for service to the site including, sanitary sewer, power, water, telephone, gas, and communications
- Develop 60% complete design of layout, grading and drainage, stormwater management, and utility service
- Prepare preliminary earthwork analysis
- Perform Stormwater Management Design
- ALDOT Permitting for improvements along Memorial Parkway Access Road
- Prepare Design Development drawings, including:
  - Site Layout Plan(s)
  - Roadway Plan
  - Landscaping / Streetscaping Plan
  - Lighting Plan
  - Irrigation Plan
  - Sidewalk Plan meeting ADA requirements
  - Greenway Plan
  - Grading and Drainage Plan(s)
  - Construction Erosion Control Plan(s)
  - Site Utility Plan(s)
  - Engineers Construction Cost Estimate
  - Detail Plan (details, roadway sections, paving sections, etc.)

Lump Sum Fee $ 60,000

5. FINAL DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant will perform final design and prepare construction documents for the road in accordance with the City of Huntsville for Public Infrastructure improvements. This package will be sufficient for public bid, permitting, and construction. The detailed scope is as follows:

- Coordinate as required with Client and Design Team
- Continue coordination with utility providers for final approval
- Continue coordination with other applicable governing entities, including municipalities for final approval
- Perform final stormwater management design and prepare drainage report, if applicable
- Prepare Final Construction Plans, including the following, as required:
  - Cover Sheet
  - Topographic Survey
  - Site Layout Plan(s)
  - Roadway Plan
  - Landscaping / Streetscaping Plan
  - Irrigation Plan
  - Lighting Plan
  - Sidewalk Plan meeting ADA requirements
  - Greenway Plan
  - ALDOT Permit
  - ADEM Permit
  - Clearing and Erosion Control Plan(s)
  - Grading and Drainage plan(s)
  - Construction Erosion Control Plan(s)
  - Site Utility Plan(s)
  - Striping and Signage Plan(s)
  - Storm Profile Sheet(s)
  - Sanitary Sewer Plan/Profile sheet(s)
  - Engineers Construction Cost Estimate
  - Bid Quantities
  - CD of Plans and Specifications for bidding
  - Construction Benchmarks
  - Detail plan(s) (details, roadway sections, paving sections, etc.)
- Prepare Technical Specifications
- Assist with submittals and approvals

Lump Sum Fee $ 48,000

6. PARK, AMENITY AREAS & WALKING TRAIL DESIGN

Conceptual (Schematic) Plan Development

The Consultant will produce 2 to 3 different conceptual plans for consideration of the landscape and hardscape area for the linear park, pavilion, entry plaza to the HCS building, and walking trails shown on the master plan. These will be hand drawn sketches to scale showing site amenity features and site connections. Character images will be provided for visual reference of each concept. These plans will be submitted for review and comment with a preferred plan selected for further refinement.

Design Development

Based on the plan selected we will produce design development level (60%) plans for the development of this portion of the project site. This plan will be provided to the Client for final comment.

Final Design & Construction Documents

Final design and construction bid documents will be produced based on Client comments on Design Development plans.

Lump Sum Fee **$ 38,000**

LIIMITED MONUMENT SIGNAGE

The consultant will provide design for limited business signage as shown in the previous renderings provided to the City.

FEE SUMMARY

1.	Boundary & Topo	$	35,000
2.	Platting Services	$	10,000
3.	Conceptual Design	$	25,000
4.	Design Development	$	60,000
5.	Final Design & CDs	$	48,000
6.	LA Amenity Space & Walking Trail	$	38,000
LUMP SUM TOTAL		$	216,000

SCHEDULE

Depending on timing and extent of comments received the work is anticipated to be completed by August 2022.

NOT INCLUDED IN SCOPE OF WORK

The following items are not included in the scope or fee provided. If any of these services are requested, an additional services proposal can be provided.

1. Construction Surveying
2. As-built Surveying
3. Services related to Zoning or Entitlements
4. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
5. Offsite utility evaluation, extension, or upgrades
6. Corps of Engineers related work
7. ADEM Stormwater Permit Compliance Activities
8. Structural design of any kind
9. Design of water tanks or sanitary sewer lift stations
10. Design changes or plan revisions after Client approval or related to Value Engineering
11. Multiple design packages
12. Permit applications and/or fees

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached

schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project.

SCHEDULE OF UNIT RATES –

Senior Principal	$ 275.00 per hour
Principal	$ 200.00 per hour
Chief Land Surveyor	$ 200.00 per hour
Senior Project Manager	$ 150.00 per hour
Project Manager	$ 140.00 per hour
Assistant Project Manager	$ 130.00 per hour
Senior Professional	$ 140.00 per hour
Project Professional	$ 115.00 per hour
Staff Professional	$ 100.00 per hour
Senior Designer / Survey Drafter / Specialist	$ 100.00 per hour
Designer / Survey Drafter / Specialist 2	$ 85.00 per hour
Designer / Survey Drafter / Specialist 1	$ 75.00 per hour
Field Survey Party	$ 175.00 per hour
Laser Scanning and Registration	$ 3,000.00 per day
Modeler	$ 125.00 per hour
Admin Support/Intern	$ 70.00 per hour
Transportation	$ 0.56 per mile

Printing and other reimbursable expenses will be charged at cost plus 5% and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 105% of the sub-consultant invoice.

NOTE: UNIT RATES ARE VALID FOR THE DURATION OF THE CONTRACT.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Schoel Engineering Company, Inc.



Signature: _____

Name: Jerry M. Cargile

Title: Principal & Huntsville Market Lead

Date: 3/11/22

ACCEPTED:

Client: City of Huntsville

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Invoice Delivery Method: ☐ Mail ☐ Email ☐ Other _____

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): Walter Scholl Engineering Company Inc.
- Doing business as (if applicable): _____
- City of Huntsville current taxpayer identification number (if available): 6896
  (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:

Type of Ownership (*check appropriate box*)	Entity I. D. Number [1]	Formation Documents (If required see footnote 2 below) [2]	Immigration Law Applies	Individuals Who Must Be Verified Under Immigration Law
☐ Individual or Sole Proprietorship	Not Applicable	Not Applicable	Yes	Each individual or sole proprietor
☐ Partnership	Not Applicable	See Paragraph C	Yes	Each partner if an individual
☐ Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
☐ Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, unless not a Registered LLP	Each partner of a Non-Registered LLP if an individual
☐ Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
☐ LLC (Multi-Member)	Number: _____	Formation Documents	No	Not Applicable
☑ Corporation	Number: 016-347	Formation Documents	No	Not Applicable
☐ Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

C. Immigration Law. Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

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[1] **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.

[2] **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, 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.

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

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

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.

2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.

3. A list of comments made at the 60% review and a summary of each resolution.

4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:

    - Item Number
    - Item Description with standard specification used
    - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
    - Final "calculated" amount and any "increased" amounts
    - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5
ENGINEER PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

See Attachment 1 Page 8 for Personnel Fee Schedule

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	August 31, 2022	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER

(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE:_____

DATE:_____

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

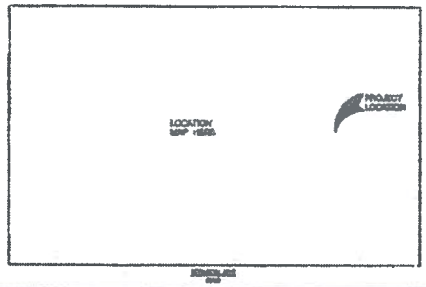
FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT



HUNTSVILLE
The Star of Alabama

INDEX OF DRAWINGS

SHEET NO.	TITLE

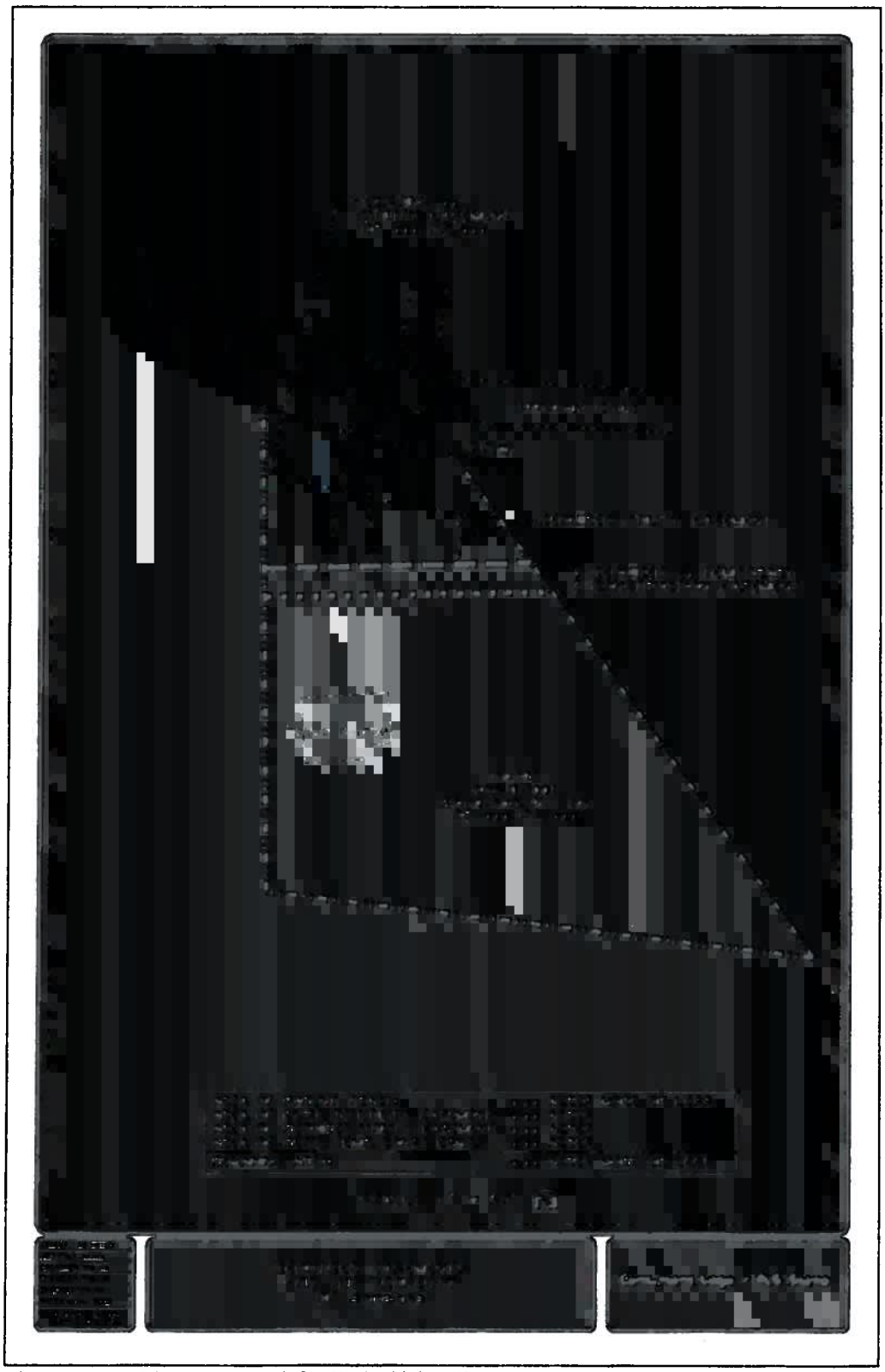
INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

TITLE SHEET

PROJECT NAME AND INFORMATION
CITY OF HUNTSVILLE

ATTACHMENT 11

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL

37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

YES	NO		REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
☐	☐	1.	Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
☐	☐	2.	One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
☐	☐	3.	Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
☐	☐	4.	One (1) Micro station digital file of right-of-way drawings.
☐	☐	5.	Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
☐	☐	6.	One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
☐	☐	7.	One (1) print copy of Final Construction Cost Estimate.
☐	☐	8.	One (1) digital spread sheet file of Final Construction Cost Estimate.
☐	☐	9.	Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
☐	☐	10.	One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
☐	☐	11.	Two (2) print sets of contract specifications.
☐	☐	12.	One (1) digital text file of contract specifications.
☐	☐	13.	One (1) complete set of signed and sealed calculations.
☐	☐	14.	One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
☐	☐	15.	One (1) complete set of all field notes.
☐	☐	16.	One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
☐	☐	17.	Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer

Department: Engineering

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering, Company, Inc., for Engineering Services for The Village at Max Luther, Project No. 71-22-SP24.

Resolution No.

Finance Information:

Account Number: 3020-71-00000-520600-PR8627XX

City Obligation Amount: $216,000.00

Total Obligation: $216,000.00

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:

Engineering services contract with Schoel Engineering for engineering services for The Village at Max Luther consisting of approximately 1100 feet of divide boulevard with streetscape improvements and 1800 feet of greenway and park space. Project also includes platting and design services for public infrastructure associated with redevelopment of Builder Square at the northwest corner of Memorial Parkway and Max Luther Drive. Design services in a lump sum total contract amount of $216,000.00. Account No. 3020-71-00000-520600-PR8627XX

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0247

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Amended and Restated Agreement between the City of Huntsville and RSM Design for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04.

Resolution No.

Finance Information:

Account Number: 3700-71-00000-515370-00000000

City Cost Amount: $ 64,500.00

Total Cost: $ 64,500.00

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:

Amended and restated agreement to provide graphic design services, not engineering services for Gateway Signage in Research Park. Design services in a Not-to-Exceed contract amount of $64,500.00. Account

No.3700-71-00000-515370-00000000

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 amended and restated agreement between the City of Huntsville and RSM Design, in the amount of SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($64,500.00) for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Amended and Restated Agreement between the City of Huntsville and RSM Design, for Architectural Graphic Design Services for Cummings Research Park, Project No. 71-22-SP04," consisting of a total of eighteen (18) pages plus thirty-seven (37) additional pages consisting of Attachments 1-16, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

AMENDED AND RESTATED AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

RSM DESIGN

FOR

ARCHITECTURAL GRAPHIC DESIGN SERVICES

FOR CUMMINGS RESEARCH PARK

Project ID Number 71-22-SP04
MARCH 24, 2022

President of the City Council of the City of Huntsville, AL
Date: March 24, 2022

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AMENDED AND RESTATED AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
RSM DESIGN
FOR
ARCHITECTURAL GRAPHIC DESIGN SERVICES
FOR
CUMMINGS RESEARCH PARK

Project ID Number 71-22-SP04

THIS AMENDED AND RESTATED AGREEMENT (this "Agreement) made as of the 24th day of March in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and RSM DESIGN, (hereinafter called CONSULTANT).

WHEREAS OWNER and CONSULTANT previously entered into that certain Agreement between the City of Huntsville, Alabama and RSM Design for Architectural Design Services for Cummings Research Park, dated December 16, 2021 (the "Previous Agreement"). However, the Previous Agreement erroneously provided that CONSULTANT was to furnish engineering services to OWNER instead of graphic design and consulting services.

WHEREAS OWNER and CONSULTANT desire to amend and restate the Previous Agreement in order to accurately and correctly set forth the rights and obligations of the parties and more specifically, the type and scope of services to be provided by CONSULTANT.

THEREFORE, this Agreement shall supersede and replace the Previous Agreement, which upon execution hereof by the parties, the Previous Agreement shall be of no further force and effect.

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

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

The OWNER hereby engages the CONSULTANT, and the CONSULTANT hereby accepts the engagement to provide general graphic design services and consultation as a representative of the OWNER to include the following:

1.1 Professional graphic design services for design of the signage, markers and monuments of Cummings Research Park, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the CONSULTANT represents to the OWNER that the CONSULTANT is a professional qualified to act as the CONSULTANT for the PROJECT and, if applicable, is licensed and certified to practice and provide graphic design and consulting services by all public entities having jurisdiction over the CONSULTANT and the PROJECT. The CONSULTANT further represents to the OWNER that the CONSULTANT will maintain all necessary licenses, certifications, permits or other authorizations necessary

to act as CONSULTANT for the PROJECT until the CONSULTANT's remaining duties hereunder have been satisfied. The CONSULTANT shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the CONSULTANT for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals, and if applicable, is licensed, certified, and/or registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The CONSULTANT assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the CONSULTANT in connection with the PROJECT.

1.3 Execution of this Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the PROJECT and the local conditions under which the PROJECT is to be implemented. The CONSULTANT agrees to provide all necessary CONSULTANTing services required to professionally accomplish the CONSULTANT's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE CONSULTANT

2.1 CONSULTANT shall provide for OWNER architectural graphic design services for the design of signage, markers, and monuments within Cummings Research Park.

2.2 These services shall include consultation and advice; customary graphic design services; and wayfinding services incidental thereto, including but not limited to, vision palettes, location plan coordination, general signage specifications, and type schedules, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the CONSULTANT shall prepare graphic design documents consisting of drawings, signage palettes, location plans, material schedules, and signage specifications setting forth in detail the requirements for design and development of the PROJECT. The CONSULTANT warrants that such design documents are accurate, coordinated and adequate for the design of said PROJECT and in conformity and comply with applicable laws, codes and regulations.

2.4 A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

2.5 The CONSULTANT shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.6 The CONSULTANT shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Intentionally Omitted.

2.10 The CONSULTANT shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the CONSULTANT's work product or that of his sub-

contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.11 During the process of design and preparation of the design documents, the CONSULTANT shall review with the OWNER the design documents, the estimate of probable cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the CONSULTANT shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

2.12 Intentionally Omitted.

2.13 Intentionally Omitted.

2.14 The CONSULTANT shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project CONSULTANT and Inspector(s), and other City of Huntsville departments as applicable. The CONSULTANT shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

2.15 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the graphic design 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 design work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES - INTENTIONALLY OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the CONSULTANT are not included in Article 2. Nevertheless, the CONSULTANT shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the CONSULTANT or major defects or deficiencies in the work of the CONSULTANT. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Intentionally Omitted.

4.6 Intentionally Omitted.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

5.1 Assist CONSULTANT by placing at CONSULTANT'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 CONSULTANT as necessary in acquiring access to and making all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT 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 CONSULTANT, 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 CONSULTANT.

5.5 When requested by the CONSULTANT, the OWNER will intercede on the CONSULTANT's behalf when data from, or reviewed by third parties is not on schedule through no fault of the CONSULTANT

5.6 The OWNER's review of any documents prepared by the CONSULTANT or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONSULTANT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The CONSULTANT shall commence services pursuant to this agreement as of March 25, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be September 16, 2022.

The CONSULTANT shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The CONSULTANT 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 CONSULTANT, except for cause.

If the CONSULTANT 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 CONSULTANT's control, which may result in the schedule of performance of the CONSULTANT's services not being met, the CONSULTANT shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the CONSULTANT's schedule, the OWNER shall promptly notify the CONSULTANT. In either event, the CONSULTANT's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE CONSULTANT

7.1 BASIC SERVICES

The OWNER shall compensate the CONSULTANT 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 AMOUNT OF SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($64,500.00) for design services as described in Article 2. Additional services of the CONSULTANT as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the CONSULTANT's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs.
Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the CONSULTANT and a properly executed copy is mailed to the CONSULTANT 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 CONSULTANT, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the CONSULTANT and the CONSULTANT will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

CONSULTANTING Design Services –FIXED FEE	$64,500.00
TOTAL CONTRACT AMOUNT:	**$64,500.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The CONSULTANT shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the CONSULTANT 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 CONSULTANT on the invoice shall constitute the CONSULTANT'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 CONSULTANT covered by prior invoices have been paid in full, and that, to the best of the CONSULTANT's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the CONSULTANT the payment of any portion thereof should be withheld. Submission of the CONSULTANT's invoice for final payment and reimbursement shall further constitute the CONSULTANT's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. CONSULTANT 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 CONSULTANT, 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 CONSULTANT until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the CONSULTANT to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the CONSULTANT.

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The CONSULTANT may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the CONSULTANT shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the CONSULTANT to provide services with respect to the PROJECT. Expenses payable to the CONSULTANT for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the CONSULTANT and/or sub-consultant(s) for the PROJECT. The CONSULTANT and sub-consultant(s) agree that knowledge and consent to review of their work by other graphic designers or consultants of the OWNER's choosing is hereby given.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of CONSULTANT, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, CONSULTANT must assert any claim of CONSULTANT for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, CONSULTANTing fees set forth in Article 7 may be renegotiated by the OWNER and CONSULTANT.

9.6 CONSULTANT'S RECORDS

Documentation accurately reflecting services performed and the time expended by the CONSULTANT and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the CONSULTANT. The CONSULTANT shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the CONSULTANT receives notification of a dispute or of pending or commencement of litigation during this five-year period, the CONSULTANT shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The CONSULTANT shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the CONSULTANT's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS – INTENTIONALLY OMITTED.

9.8 USE AND OWNERSHIP OF DOCUMENTS

Upon receipt of full payment for all approved services rendered, all rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the CONSULTANT for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the CONSULTANT. The CONSULTANT hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the CONSULTANT for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The CONSULTANT shall be permitted to retain copies thereof for its records. The CONSULTANT's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by CONSULTANT will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all

claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the CONSULTANT.

9.9 ESTIMATE OF CONSTRUCTION COST

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the construction or fabrication contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction and/or fabrication cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction and/or fabrication cost, he will employ an independent cost estimator.

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the CONSULTANT. In the event of such a termination without cause, the CONSULTANT shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANTs 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 CONSULTANTs or CONSULTANTing 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 CONSULTANT is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the CONSULTANT shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is

intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONSULTANT:

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, the CONSULTANT shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The CONSULTANT 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 CONSULTANT or the CONSULTANT'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 CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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 graphic design industry; and third, if there is no generally accepted meaning in the graphic design 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT.

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 or, any third party, against the OWNER or the CONSULTANT.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

The CONSULTANT shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville CONSULTANTing, P. O. Box 308 (35804), 320 Fountain Circle (35801), 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.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

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

11.13 ETHICS

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, OWNER or PROJECT in which the CONSULTANT 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 CONSULTANT or in which any consultant, trade contractor, subcontractor, or supplier of the CONSULTANT has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the CONSULTANT and the CONSULTANT'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

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

[Signatures and acknowledgments appearing on the following page.]

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

CONSULTANT:
RSM DESIGN

BY: _____
Kyle Richter

TITLE: Vice President

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 Proposal for Architectural Graphic Design Services for Cummings Research Park, dated November 12, 2021).

rsmdesign

PROPOSAL FOR ARCHITECTURAL GRAPHIC DESIGN

Cummings Research Park

NOVEMBER 12, 2021

SUBMITTED TO:

Shane Davis
Director, Urban and Economic Development
City of Huntsville
308 Fountain Circle SW
Huntsville, AL 35801
Attn ekoshut@hsvchamber.org

PREPARED BY:

Kyle Richter
RSM Design
160 Avenida Cabrillo
San Clemente, CA 92672
T 949 492.9479
kyle@rsmdesign.com

Project Overview

RSM Design is pleased to submit this architectural graphic design proposal to Shane Davis, with the City of Huntsville, for the Cummings Research Park project located in Huntsville, Alabama. In response to the request for a proposal, we have developed the following scope, phases, deliverables, fee structure, and terms for this project.

Architectural Graphics Scope

Overall Project:

- Signage vision palettes
- Signage location plan coordination
- General signage specifications
- Material, color, and type schedules

Site Signage:

- Primary gateway monuments
- Secondary gateway monuments
- Vehicular directional
- Feature sculptural identity element*

**Feature sculptural identity to be developed thru concept design only until scope is further defined.*

Work Phases + Deliverables

PHASE I: VISION / CONCEPT DESIGN

Data Collection

RSM Design will investigate the project context and community to understand the unique characteristics of the project's location This may include looking into items such as area demographic studies, target audience, site context character, and "competing" projects in the area. RSM Design will also collect all relevant site information and drawings from the project team or client including architectural drawings and initial design work, along with regional or local sign codes *(to be provided by client)*. Additionally, RSM Design will review with the client the project budget, construction phases, scope and schedule.

Vision Workshop

To kick off the signage and graphic design scope, an interactive workshop will be led by RSM Design to enable the overall team to present initial vision thoughts, conceptual ideas, and gain and understanding of the design direction developed by the extended project team The intended goal of the workshop will be to discuss initial approaches to the graphics and establish the initial vision direction that aligns with the other consultant's work and positioning of the project.

Research and Development

All designs developed for each project are original and unique to that particular project. RSM Design research the specific aspects of each project's parameters i.e. - (context, cultural, historical, etc.) to develop a proper course of development that will suit the needs for this project and its users. Our team dives deep into what is most appropriate for this project to craft a thoroughly unique approach to each collaboration. Means and methods to convey the design intent to the stakeholders are also individually tailored for this specific design exercise.

Concept Design

Based on the data collection. Research, and vision workshop, RSM Design will develop concept designs and initial palettes for the signage scope. Using reference images and computer-generated design "sketches," the concept design package will convey the character of the concept direction for the signage and graphics. RSM Design will also prepare an initial signage location plan to identify early locations for each sign type. Please note, dimensions and material callouts are not added to the drawings in the concept design phase. the drawings focus on overall design aesthetics.

Phase I Deliverables

- Image palettes that convey the signage vision
- Conceptual signage location plans
- Maximum of 2 different concept design families will be presented. Only 1 modification to the initial submitted design approaches is included Should the client request additional concept design directions beyond the 2 initially submitted, additional service fees will apply
- Please note, major sign types will be presented to convey the overall conceptual design approach, but not every sign will be designed at this initial concept stage.
- Concept deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation

Phase I Schedule

RSM Design respectfully requests an estimated 4 - 6 weeks for the completion of the concept design package after a signed contract and the mobilization fee is received, and after a kick-off conversation is held with the project team. Upon receipt of the contract and mobilization fee, RSM will present a detailed schedule of milestone presentations and deliverables. RSM Design shall not be responsible for delays outside of RSM Design's control.

PHASE II: SCHEMATIC DESIGN

After the completion of Phase I and the client's written approval of the concept design package and their authorization to proceed, RSM Design will develop a single selected scheme based on the concept directions presented in Phase I. The schematic design development will include further developed drawings of all scope items. During this phase RSM Design will prepare schematic design drawings showing the sign types, shapes, sizes and recommended materials, colors, and finishes for review of the design directions. Major material notes and major dimensions will be added to the concept drawings.

During the schematic design phase, RSM Design will coordinate closely with the project design team and consultants on specific sign locations, along with conceptual locations for electrical needs and/or backing. Please note, the schematic design drawings are not intended for construction or final pricing and do not contain details nor enough information for a bid set of drawings. The drawing package does not include signage specifications.

Phase II Deliverables

- Schematic design computer-generated drawings for each sign type outlined in the scope. These drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections. A single direction of each design is presented, having been selected from the multiple options presented in concepts.
- Signage location plan
- Schematic design deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation

Phase II Schedule

RSM Design respectfully requests an estimated 4 weeks for the completion of the schematic design package after written authorization to proceed from concepts is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control

PHASE III: DESIGN-BUILD PACKAGE

With coordination and guidance from the selected signage fabricator (who is contracted directly with the client or GC prior to this start of this phase) to make sure the provided budget is maintained, this design-build package will include all the various sign types, shapes, sizes and recommended materials, colors and finishes for review of design directions. This package will be slightly more developed than the schematic design package so that all value engineering recommendations are incorporated into the drawings and enough information is provided to convey the design intent of the drawings to the fabricator The selected fabricator takes these drawings directly into their production of shop drawings. RSM includes close coordination of the proposed signage with the selected design-build fabricator to suggest ways to keep fabrication costs within the established budget.

The RSM design-build drawings will address the outward appearance of the designs and are not biddable documents. The design-build signage fabricator shall be responsible for the production of shop drawings, fabrication, coordination, and installation of the proposed signage.

Phase III Deliverables

- Design-build drawings for each sign type. These drawings will include sign form, overall dimensions, major material call outs, typeface recommendations, and color selections. No further revisions to the signage are included.
- Final signage location plans
- Design-build deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation, any other file formatting will require additional services

Phase II Schedule

RSM Design respectfully requests an estimated 4 weeks for the completion of the design build package after written authorization to proceed from schematics is received from the client. RSM Design shall not be responsible for delays outside of RSM Design's control.

PHASE IV: FABRICATION OBSERVATION

Bidding Assistance

Based on the approved design intent package, RSM Design will provide a list of 2 - 3 qualified signage fabricator prospects for the production of shop drawings, fabrication, and installation of the proposed signage and graphics. RSM Design will review any submitted qualification materials and interview, along with the client team, a selected short list of qualified fabricators.

Bid requests and bid forms, along with the final signage package, are submitted to fabricator prospects directly by the client or general contractor RSM Design will answer any bid questions received in writing in order to clarify any questions about the design intent. Upon receipt of all written bid packages, RSM Design can assist the general contractor in the preparation of a spreadsheet to provide a comparison of the bids. RSM Design will provide our recommendation based on the fabricator's qualifications, past fabrication history, and submitted bid package, but the client or general contractor will be responsible for the final selection and contracting of a signage contractor The client or general contractor will contract directly with the selected sign fabricator RSM will be available for meetings to assist in the bidding process. Because the number of meetings cannot be determined at this time, each meeting will be billed separately on an hourly basis. The general contractor or client is responsible for coordinating the signage and graphics project bidding, fabrication, and implementation schedules with the sign fabricator

Value Engineering Design Changes

Value engineering and budget driven design changes suggested after the 100% Design Development or 100% Design Intent package is submitted for bidding will be made by RSM Design (as requested by the client) on an hourly basis invoiced towards the Fabrication Observations phase of the contract.

- RSM Design will participate in one (1) conference call with the signage fabricator to discuss any VE options to be considered within the fee provided, if additional rounds of revisions are required additional services may apply

Shop Drawing Review

RSM Design will review and redline all shop fabrication drawings received within 10 business days of receipt. Drawings must be received in one holistic package for review and not individual sign submissions. The drawings will be reviewed for compliance with the original design intent, colors, materials, and compliance with the general specifications. RSM Design will also review and comment on all submitted material samples. RSM Design will not be responsible for shop drawings compliance with, and will not review for, local codes, structural integrity, nor items such as engineering and design of electrical, waterproofing, venting, material strengths, weights, and lighting specifications associated with the signs. RSM Design's submitted design intent package is for overall design aesthetics only – the selected signage fabricator ultimately acts as the contractor for the signs and will be responsible for the sign's engineering, structure, foundations, venting, waterproofing, electrical, and lighting. Please note, the client team or general contractor will be responsible for final sign off of all shop drawings and message schedules.

- RSM Design will review and comment on up to two (2) rounds shop drawings and one (1) round of mockup review within the fee provided, if additional rounds of revisions are required additional services may apply

Fabrication and Installation Observation

Along with the client team, RSM Design will participate in shop visits on an as needed basis to review signage mock-ups and fabrication progress to comment on the fabricator's compliance with the design documents and general specifications.

Similarly, site visits during the installation process will observe and report on the progress and compliance with the design intent. When the fabrication and installation is complete RSM Design will prepare a written and photographic punch-list of all signage and graphics from the scope to ensure compliance with the original design intent and general specifications.

- Shop site or site visits are not included in the base Fabrication Observation fee. On-site visits must be pre-approved by the client and will be billed at the rates listed below in the fee section.

Clarifications

RSM Design has made the following clarifications when writing the proposal.

- Logo Trademark: RSM Design relies on the client's trademark attorney for any new name and logo trademark searches and providing any trademarks and copyrights for the final brand elements. RSM Design strongly recommends that the Client obtain copyrights / trademarks for the logos / marks they intend to have used for the development of the signage package.
- Photography· Reference images used to convey the brand narrative are not used with permission of the original photographer and are used for internal reference purposes only Most images originating from the web, are used for "in-house" purposes only, and may not be used by the client or consultant teams for digital, print, or social media publication without prior written consent from the original source. The client will be responsible for obtaining the image usage rights should they want to publish any of the reference images.
- Design Package Distribution RSM Design assumes that all design packages prepared for this project are for internal review and internal distribution only All other uses, including external or digital publication, are outside the original intent of the documents, and are not included in this proposal's scope and services.
- City Submittals. RSM Design's base contract does not include meeting time, the preparation of, and submittal of special packages for City approvals and permitting. RSM Design does not manage the process nor submit applications for project signage variances or special area permits.
- Deliverables. RSM Design's base contract does not include the design of temporary construction and barricade graphics, directory maps, digital hardware and software specifications, highly rendered / presentation quality views of signage placed into architectural renderings, unless identified otherwise.
- Demolition Plans. RSM Design's contract does not include the preparation of the demolition plans for any existing signage on site. The contracted signage fabricator would be responsible to identify, remove and legally dispose of any signs the client wishes to be removed during the signage implementation process.
- Bid Documents. It is the responsibility of the selected sign fabricator to provide all final shop drawings for construction Additionally, the selected sign fabricator needs to provide sign engineering, structure, backing, foundations, weights, venting, electrical, lighting, attachment details, and waterproofing. RSM Design does not "stamp" drawings for construction. this is done by the selected sign fabricator
- Drawing / Specification Formats RSM Design does not work within AutoCAD, Revit, BIM, and Bluebeam, and only provides specific file artwork formats generated with the latest Adobe Illustrator and Adobe InDesign CC software. Additionally, RSM Design generates all packages in 11' x 17" or A3 JPG formatted PDF documents. RSM Design does not provide specifications in MasterFormat or MasterSpec, however, does provide sign industry

standard general specification recommendations. If a client or architect requests AutoCAD (or other) files or drawing / specification formats other than what is specified above, than additional services will be needed and discussed prior to beginning the request. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding payments have been received.

- Fabrication RSM Design is not a sign fabricator and as such, RSM Design does not provide engineering, permitting, construction documentation, nor fabrication of signs. RSM Design will not be responsible for the management of the selected signage fabricator or the fabrication schedule and deliverables. However, if RSM Design is authorized to provide Fabrication Observation services, we will include the review of shop drawings, fabrication materials and mock-ups as indicated in the fabrication observation phase description.

WOMEN BUSINESS ENTERPRISE (WBE)

RSM Design is a certified Women Business Enterprise (WBE) and is certified nationally by the National Women Business Owners Corporation. As well, we are certified WBE in the state of Texas by the Texas Unified Certification Program and North Central Texas Regional Certification Agency With our affiliation and participation in these programs we hope our WBE status helps the projects' diversity programs, requirements for minority subcontractors, and opportunities with local, state, and the federal government.

DESIGN USAGE + ACKNOWLEDGMENT

Original branding, logos, naming approaches, vision books, signage designs, and graphics generated for this project shall be assigned to the Client upon payment. Client shall become the owner of all right, title and interest in the same, include all copyright rights. As such, Client can make any and all use of the same in its sole discretion. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants, if any (collectively Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the modification of the work product or reuse, for any other purpose than the project for which the designs were provided, by the Client or any person or entity that acquires or obtains the work from or through the Client upon release. The Client will acknowledge design credit to RSM Design for the project as may be pertinent in architectural, engineering, interior design and/or graphic design publicity about the project, in social media, print brochures, project websites, and as may be appropriate, shall cite RSM Design on any formal credit plaque or project sign Additionally, RSM Design will acknowledge the client and consultant team on any self-promotion developed.

SIGNAGE + GRAPHICS COORDINATION

RSM Design will make all reasonable efforts to effectively coordinate the signage and graphics designs and locations with the project consultant team (architects, landscape architects, interior designers, civil engineers, lighting designers). RSM Design cannot be held responsible for the review of and approval of the different consultant's documents for their correct and thorough integration of the signage and graphics. RSM Design will not assume management responsibilities or be the lead in directing this coordination of the other disciplines.

SELECTION OF SIGN FABRICATOR

RSM Design will prepare a list of 2 - 3 qualified sign fabricators and submit this list to the project team for their use in the bidding and fabricator selection process. The estimated fees for fabrication and installation observation in this proposal are based on the assumption that a qualified fabricator with a proven track record on this type of project will be selected. If an unqualified sign fabricator is selected and proves problematic to work with or requires extensive coordination efforts, RSM Design reserves the right to charge additional fees as warranted for more coordination time that the fabricator may require.

SPECIALTY CONSULTANTS

Should the final design intent of the signs require, RSM Design may suggest the assistance of specialty consultants such as a digital media consultant, specialty lighting designer, or structural engineer With the client's approval and at the client's sole expense, RSM Design may retain special consultants to assist with the specified design issue.

MEETINGS

All virtual meetings / conference calls are included in this proposal. However, if RSM Design is requested to participate in weekly team internet-based meetings, then additional services will apply and be discussed prior to the start of these meetings.

On-site meetings at the request of the client will be considered an additional service and billed at the rates listed below in the fee section. All meeting and travel expenses are billed separately as a reimbursable expense.

Professional Fees

BASE CONTRACT

PHASE I: VISION / CONCEPT DESIGN	**$24,000**
PHASE II: SCHEMATIC DESIGN	**$18,500**
PHASE III: DESIGN BUILD	**$12,000**
PHASE IV: FABRICATION OBSERVATION	**$10,000**

The design fees above are based on all scope items and phases to be approved holistically and designed through all phases of the project. If, however, any scope item or phase is approved independently (in an "ala-carte" approach), additional services will apply and can result in a 25% increase in fees to each individual phase.

If RSM Design is authorized to proceed with the full contract amount and drawings are released to a fabricator prior to the full completion of all phases (for example after completion of schematic design), the client will be invoiced for the full amount of the overall contract.

IN-PERSON / SITE MEETINGS **$5,400 per person per mtg**

MOBILIZATION FEE

Upon award of the contract, RSM Design will invoice for $6,000 as a mobilization fee. Payment of this invoice, along with the signed contract or letter of authorization to proceed, will need to be received before design services or travel begins. This amount will be deducted from the final project invoice.

PAYMENT + EXPENSES

RSM Design will invoice for percentages of project fees upon completion at each milestone phase work. JPG formatted PDF files will be presented to the team for review and comment at each stage of work. RSM Design will not release the high-resolution original and final files, artwork, or production files until all outstanding invoices have been received.

RSM Design bills for time, materials and expenses for all projects. RSM Design's standard billing procedure is to provide itemized monthly invoices at the first of each month Invoices are due net 30 days. RSM Design will make every effort to accommodate special billing requirements if necessary RSM Design's hourly fee schedule is:

PRINCIPAL / DIRECTOR	**$225.00 PER HOUR**
DESIGN / PRODUCTION	**$175.00 PER HOUR**

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

An agreed upon 5% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models, purchasing of stock photos, excessive printing, and special presentation materials.

No government or sales taxes will be taken out of these fees. If the client needs to pay taxes upon these fees or work provided, that amount shall be incurred at the client's sole expense and not be deducted from the above amounts. All work by RSM Design for this project, including design services and preparation of deliverables will be conducted in the USA, and therefore not be subjected to any withholding taxes from international locations.

The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client's attention prior to any work started.

PROJECT / CONTRACT DURATION

This contract duration will only be good for 9 months (for the design and documentation phases) from full execution and receipt of the mobilization fee. If this project extends beyond this time

period, this contract will no longer be applicable and a new contract will be negotiated with the client for the extension of time.

AGREEMENT

This proposal is good for 90 days from the date of issuance. If this proposal is acceptable to you, please sign and date one copy and return it to us, whereupon this proposal will become a binding agreement in accordance with its terms.

Kyle Richter, Principal RSM Design	Date

ACCEPTED:

Print Name	Title
Signature	Date

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) RSM Design
- City of Huntsville current taxpayer identification number (if available). N/A
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State
☐ Limited Liability Company (LLC) (Single Member)	Number & State
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State. C4201276 - California
☐ 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: Suzanne Schwartz Date: 11/12/2021

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

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

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The CONSULTANT shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the CONSULTANT an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project CONSULTANT and other personnel working on the PROJECT.

ATTENDEES: (Required)

- CONSULTANT
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the CONSULTANT)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT CONSULTANT

1. A Certificate of Insurance for the CONSULTANT and the CONSULTANT's sub-consultants shall be submitted to the OWNER's PROJECT CONSULTANT per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the CONSULTANT'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the CONSULTANT and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the CONSULTANT shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the CONSULTANT's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the CONSULTANT to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- CONSULTANT presents recommended design/solutions along with other options and alternatives considered.
- CONSULTANT presents updates on progress of permitting requirements
- CONSULTANT presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- CONSULTANT presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT CONSULTANT

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the CONSULTANT during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.

2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.

3. A list of comments made at the 60% review and a summary of each resolution.

4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:

    - Item Number
    - Item Description with standard specification used
    - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
    - Final "calculated" amount and any "increased" amounts
    - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the CONSULTANT shall revise the construction documents by incorporating any comments generated during the previous design reviews. The CONSULTANT shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5
CONSULTANT PERSONNEL FEE SCHEDULE
(ARTICLE 7.1)

PLEASE REFER TO PAGE 13 OF THE PROPOSAL CONTAINED IN ATTACHMENT 1

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	September 16, 2022	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE CONSULTANT

(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the CONSULTANT that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of CONSULTANT's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the CONSULTANT.	N/A	Article 3.4
Approval of CONSULTANT submittals	OWNER	So as to cause no delay to the CONSULTANT or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	CONSULTANT	So as to not delay the services of the CONSULTANT.	2	Article 5.1, 5.2
Notification of delays.	CONSULTANT ; OWNER	Promptly	4	Article 6.1
CONSULTANT's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or CONSULTANT	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for CONSULTANT.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub	OWNER	At 0% design conference.	1	Article 10.7

consultants/subcontractors.				
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 11" x 17" in PDF format, unless otherwise approved by the OWNERS Project .

Title blocks shall as a minimum, contain the name of the project, date, city project number, and CONSULTANT's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as

defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ **PROJECT NUMBER:**_____

CONSULTING ENGINEER: _____
(Name)

CONSULTANTING REPRESENTATIVE_____**PHONE:**_____

I have reviewed design drawings or other information as available, and:

DO _____ **DO NOT** _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

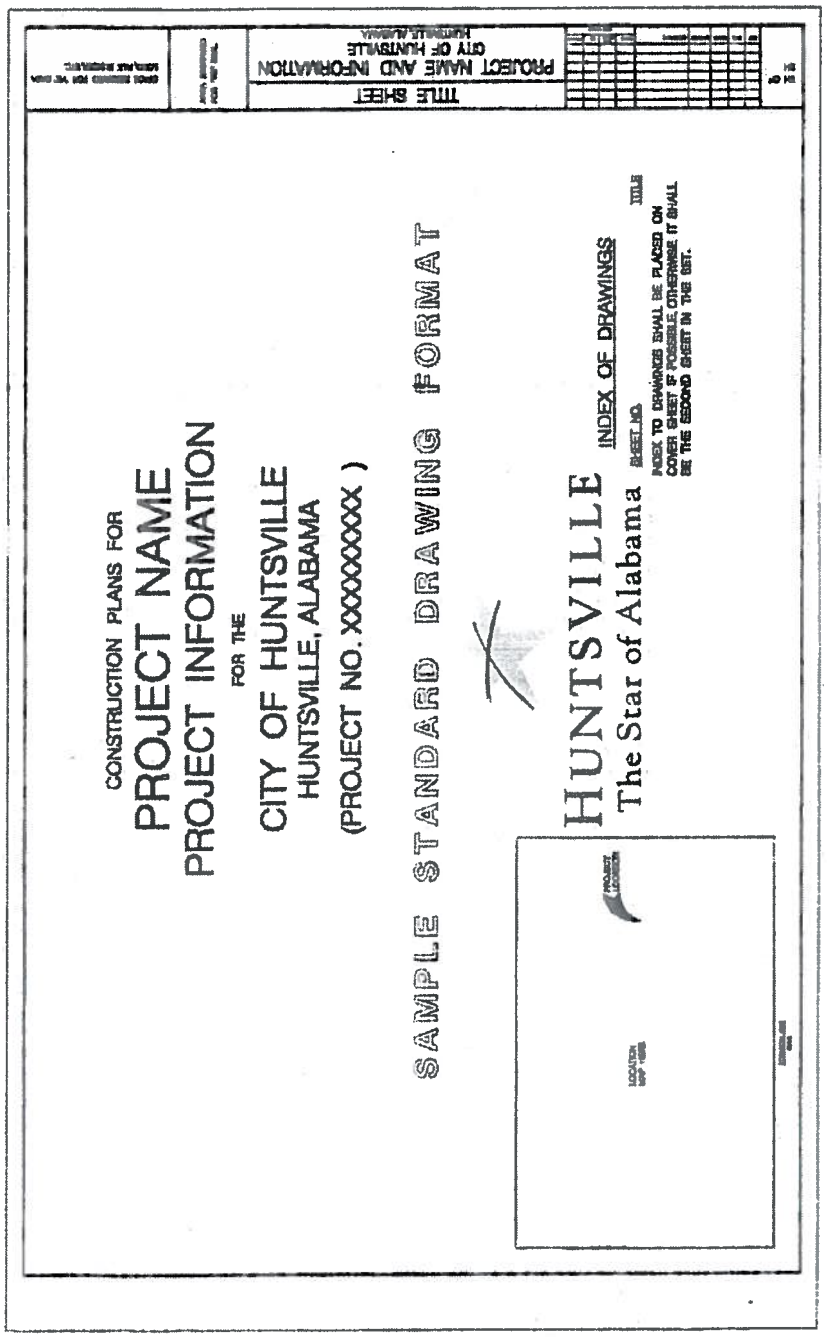
COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

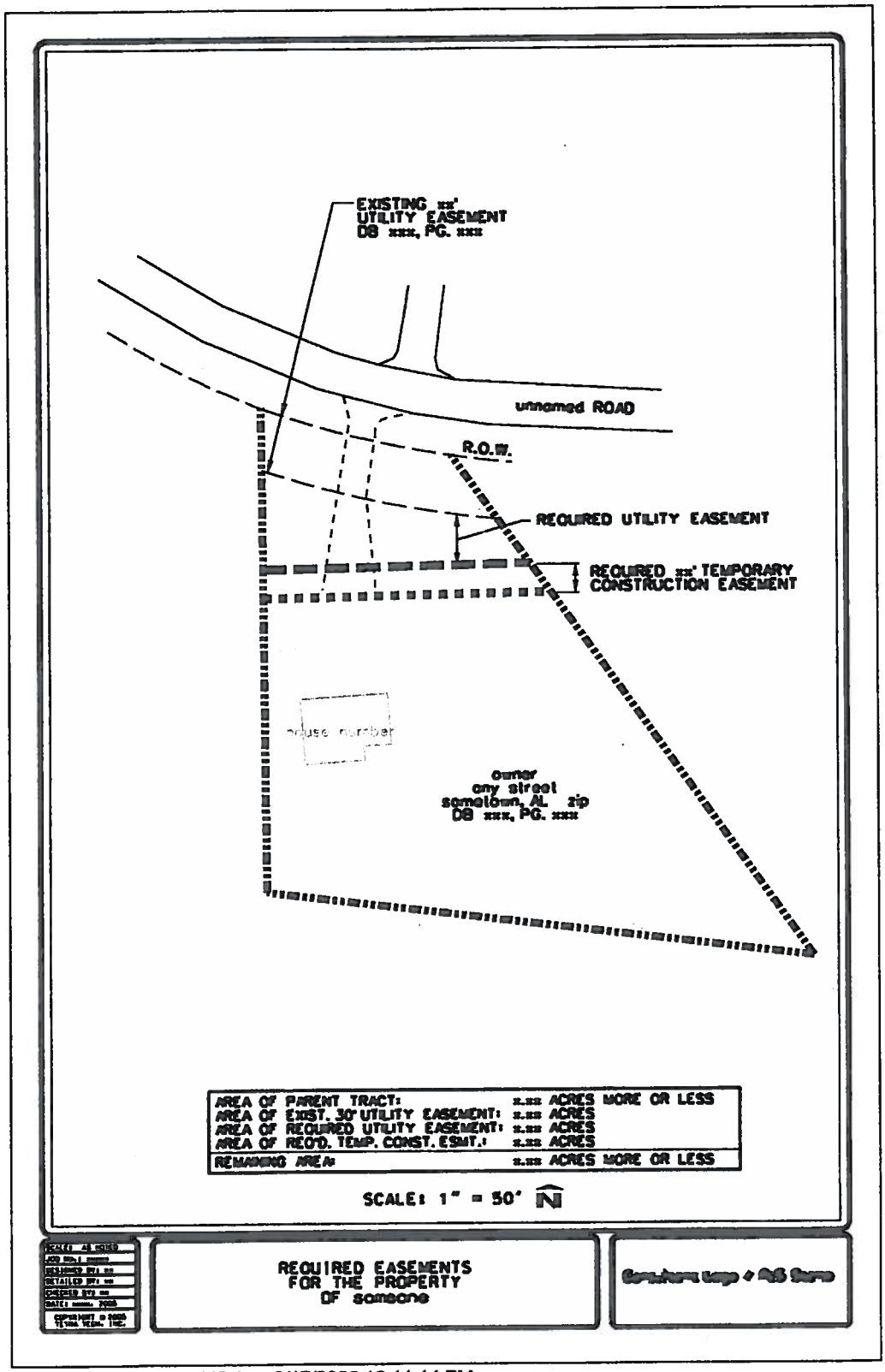
FIELD CONTACT PERSON: _____ **PHONE:** _____
OFFICE CONTACT PERSON: _____ **PHONE:**_____

DATE:_____

ATTACHMENT 11



ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13 – INTENTIONALLY OMITTED

ATTACHMENT 14 – INTENTIONALLY OMITTED

ATTACHMENT 15 – INTENTIONALLY OMITTED

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

YES	NO		REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
☐	☐	1.	Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
☐	☐	2.	One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
☐	☐	3.	Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
☐	☐	4.	One (1) Micro station digital file of right-of-way drawings.
☐	☐	5.	Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
☐	☐	6.	One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
☐	☐	7.	One (1) print copy of Final Construction Cost Estimate.
☐	☐	8.	One (1) digital spread sheet file of Final Construction Cost Estimate.
☐	☐	9.	Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
☐	☐	10.	One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
☐	☐	11.	Two (2) print sets of contract specifications.
☐	☐	12.	One (1) digital text file of contract specifications.
☐	☐	13.	One (1) complete set of signed and sealed calculations.
☐	☐	14.	One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
☐	☐	15.	One (1) complete set of all field notes.
☐	☐	16.	One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
☐	☐	17.	Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0248

Department: **Public Works**

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

Resolution authorizing the Mayor to execute Final Change Order No. 1 to the agreement between the City of Huntsville and Wiregrass Construction Company, Inc., for Resurfacing of Residential Streets-2020, Phase II, Project No. 71-20-RR02.

Resolution No.

Finance Information:

Account Number: 3020-55-00000-516020-00000000

City Obligation Amount: $4,287,699.00

Total Obligation: $104,520.37

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:

You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with this Change Order Request and supporting documents and to furnish the necessary labor, materials and equipment to: In accordance with Section 4 (A) “Changes in the Work” of the

contract documents the City ordered additions and deletions to the contractors work. These additions and deletions caused minor underruns and overruns of the original contract quantities resulting in an overrun of cost. Examples of “Changes in the Work” include the addition of new striping patterns, exclusion of speed tables, paving of smaller stub streets not in the original contract, and unforeseen subgrade work after the milling process.

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 execute Final Change Order No. 1 between the City of Huntsville and Wiregrass Construction Company, Inc., adopted and approved on the 9th day of July, 2020 by the City Council of the City of Huntsville, Alabama by Resolution No. 20-613, and is reflected on Final Change Order No. 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is amended from FOUR MILLION ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED SEVENTY-EIGHT AND .63/100 DOLLARS ($4,183,178.63) to FOUR MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED NINETY-NINE AND .00/100 DOLLARS ($4,287,699.00), including this final change order, an increase of ONE HUNDRED FOUR THOUSAND FIVE HUNDRED TWENTY AND .37/100 DOLLARS ($104,520.37). Said change order is substantially similar in words and figures as that document attached hereto and identified as "Final Change Order No. 1 to the Contract between the City of Huntsville and Wiregrass Construction Company, Inc., for Resurfacing of Residential Streets-2020, Phase II, Project No. 71-20-RR02, as adopted by Resolution No. 20-613 of July 9, 2020," consisting of seven (7) pages plus fifteen (15) additional pages consisting of "Power of Attorney", "Contractor's E-Verify Statement" and "Memorandum of Understanding" with the date of March 24, 2022, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

FINAL CHANGE ORDER REQUEST

OWNER		**ARCHITECT/ENGINEER**	**CONTRACTOR** **CONTRACTOR**
City of Huntsville		N/A	Wiregrass Construction Company, Inc.
DATE	3/24/2022	**CHANGE ORDER NO.**	1
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02	

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			TOTAL NEW NEGOTIATED ITEMS		$0.00

OVERRUN ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
3	SIDEWALK REMOVE/REPLACE	62	LF	$57.48	$3,563.76
4	CURB AND GUTTER REMOVE/REPLACE	138	LF	$53.88	$7,435.44
9	SIDEWALK REMOVE/REPLACE	2	LF	$57.48	$114.96
10	TRAFFIC CONTROL MARKINGS	246	SF	$6.70	$1,648.20
11	424A 3/8" ASPHALT	4	TON	$96.93	$357.67
27	REMOVE/REPLACE CONCRETE DW APRONS	137	SY	$166.87	$22,894.56
29	CURB AND GUTTER REMOVE/REPLACE	380	LF	$53.88	$20,447.46
33	424A 3/8" ASPHALT	23	TON	$99.19	$2,307.16
37	CURB AND GUTTER REMOVE/REPLACE	117	LF	$53.88	$6,303.96
41	REMOVE/REPLACE CONCRETE DW APRONS	66.05	SY	$166.87	$11,021.76
42	CURB AND GUTTER REMOVE/REPLACE	179	LF	$53.88	$9,644.52
43	REMOVE/REPLACE CONCRETE CROSSDRAIN	36.50	SY	$136.17	$4,970.21
48	REMOVE/REPLACE CONCRETE DW APRONS	31.21	SY	$166.87	$5,208.01
49	CURB AND GUTTER REMOVE/REPLACE	72	LF	$53.88	$3,879.36
52	MILLING 0-2"	40.65	SY	$3.09	$125.61
54	REMOVE/REPLACE CONCRETE DW APRONS	10	SY	$166.87	$1,668.70
57	TRAFFIC CONTROL MARKINGS	2	SF	$6.70	$13.40
59	424A 3/8" ASPHALT	11	TON	$92.84	$1,021.24
61	SIDEWALK REMOVE/REPLACE	28	LF	$57.48	$1,609.44
62	CURB AND GUTTER REMOVE/REPLACE	75	LF	$53.88	$4,041.00
71	SIDEWALK REMOVE/REPLACE	45	LF	$57.48	$2,586.60
76	MANHOLE RISER	2	EA	$243.33	$486.66
77	SIDEWALK REMOVE/REPLACE	9	LF	$57.48	$517.32
78	CURB AND GUTTER REMOVE/REPLACE	14	LF	$53.88	$754.32
85	CURB AND GUTTER REMOVE/REPLACE	146	LF	$53.88	$7,866.48
87	MILLING 0-2"	1,682.58	SY	$3.15	$5,300.13
88	REMOVE/REPLACE CONCRETE DW APRONS	25.80	SY	$166.87	$4,305.25
89	SIDEWALK REMOVE/REPLACE	76	LF	$57.48	$4,368.48
90	CURB AND GUTTER REMOVE/REPLACE	6	LF	$53.88	$323.28
98	424A 3/8" ASPHALT	512.68	TON	$86.40	$44,295.55
100	SIDEWALK REMOVE/REPLACE	107	LF	$57.48	$6,150.36
109	424A 3/8" ASPHALT	412.04	TON	$78.24	$32,238.01
110	MILLING 0-2"	5,699.48	SY	$1.80	$10,259.06
113	CURB AND GUTTER REMOVE/REPLACE	186.50	LF	$53.88	$10,048.62
114	HANDICAP RAMPS TY 1 PARALLEL CORNER	15	EA	$1,674.24	$25,113.60
115	SPEED CUSHIONS/REMOVE REPLACE	2	EA	$228.32	$456.64
118	MILLING 0-2"	681.76	SY	$3.28	$2,236.17
119	REMOVE/REPLACE CONCRETE DW APRONS	22.48	SY	$166.87	$3,751.24
120	SIDEWALK REMOVE/REPLACE	133.50	LF	$57.48	$7,673.58
121	CURB AND GUTTER REMOVE/REPLACE	1.50	LF	$53.88	$80.82
130	424A 3/8" ASPHALT	13.90	TON	$108.83	$1,512.74
133	SIDEWALK REMOVE/REPLACE	1	LF	$57.48	$57.48
136	424A 3/8" ASPHALT	12.01	TON	$100.49	$1,206.88
140	CURB AND GUTTER REMOVE/REPLACE	19.50	LF	$53.88	$1,050.66
141	HANDICAP RAMPS TY 1 PARALLEL CORNER	2	EA	$1,674.24	$3,348.48
142	424A 3/8" ASPHALT	364.46	TON	$77.07	$28,088.93
143	MILLING 0-2"	284.63	SY	$1.46	$386.36
148	REMOVE/REPLACE CONCRETE DW APRONS	62.43	SY	$166.87	$10,417.69
149	CURB AND GUTTER REMOVE/REPLACE	18	LF	$53.88	$969.84
152	MILLING 0-2"	68.31	SY	$1.77	$120.91
154	REMOVE/REPLACE CONCRETE DW APRONS	24.98	SY	$166.87	$4,168.41
158	CURB AND GUTTER REMOVE/REPLACE	204	LF	$53.88	$10,991.52
160	TRAFFIC CONTROL MARKINGS	34	LF	$6.70	$227.80
161	424A 3/8" ASPHALT	45.40	TON	$81.21	$3,686.93
164	CURB AND GUTTER REMOVE/REPLACE	42	LF	$53.88	$2,262.96
170	TRAFFIC CONTROL MARKINGS	663	SF	$6.70	$4,442.10
172	DOTTED TRAFFIC STRIPE	290	LF	$2.79	$809.10
174	424A 3/8" ASPHALT	28.14	TON	$80.54	$2,266.40
175	MILLING 0-2"	91.47	SY	$2.01	$183.85
177	SIDEWALK REMOVE/REPLACE	46	LF	$57.48	$2,644.08
178	CURB AND GUTTER REMOVE/REPLACE	182	LF	$53.88	$9,806.16
181	MILLING 0-2"	17	SY	$4.05	$70.83

FINAL CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR	CONTRACTOR
City of Huntsville	N/A	Wiregrass Construction Company, Inc.	

DATE	3/24/2022	CHANGE ORDER NO.	1

PROJ. NAME & NUMBER: Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			TOTAL NEW NEGOTIATED ITEMS		$0.00

OVERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
186	424A 3/8" ASPHALT	0.21	TON	$86.48	$18.16
189	CURB AND GUTTER REMOVE/REPLACE	88	LF	$53.88	$4,741.44
194	SIDEWALK REMOVE/REPLACE	97	LF	$57.48	$5,575.56
202	TRAFFIC CONTROL MARKINGS	2,276	SF	$6.70	$15,249.20
203	TRAFFIC CONTROL LEGENDS	230.69	SF	$6.70	$1,545.62
204	DOTTED TRAFFIC STRIPE	1,489	LF	$2.79	$4,154.31
211	SIDEWALK REMOVE/REPLACE	217	LF	$57.48	$12,473.16
212	CURB AND GUTTER REMOVE/REPLACE	133	LF	$53.88	$7,166.04
215	MILLING 0-2"	717.37	SY	$2.22	$1,592.56
222	SIDEWALK REMOVE/REPLACE	100	LF	$57.48	$5,748.00
223	CURB AND GUTTER REMOVE/REPLACE	60	LF	$53.88	$3,232.80
225	TRAFFIC CONTROL MARKINGS	4	SF	$6.70	$26.80
229	CURB AND GUTTER REMOVE/REPLACE	12	LF	$53.88	$646.56
233	MANHOLE RISER	1	EA	$243.32	$243.32
234	REMOVE/REPLACE CONCRETE DW APRONS	2.26	SY	$166.87	$377.13
235	CURB AND GUTTER REMOVE/REPLACE	38	LF	$53.88	$2,047.44
239	REMOVE/REPLACE CONCRETE DW APRONS	30.20	SY	$166.87	$5,039.47
241	CURB AND GUTTER REMOVE/REPLACE	104.50	LF	$53.88	$5,630.46
244	424A 3/8" ASPHALT	12.74	TON	$103.52	$1,318.84
245	MILLING 0-2"	176.27	SY	$3.74	$659.25
252	424A 3/8" ASPHALT	42.07	TON	$84.62	$3,559.96
253	MILLING 0-2"	871.19	SY	$2.29	$1,995.03
255	SIDEWALK REMOVE/REPLACE	3	LF	$57.48	$172.44
256	CURB AND GUTTER REMOVE/REPLACE	59	LF	$53.88	$3,178.92
257	424A 3/8" ASPHALT	165.87	TON	$83.61	$13,868.39
258	MILLING 0-2"	2,088.97	SY	$2.30	$4,804.63
260	REMOVE/REPLACE CONCRETE DW APRONS	164.20	SY	$166.87	$27,400.05
261	CURB AND GUTTER REMOVE/REPLACE	160	LF	$53.88	$8,620.80
265	CURB AND GUTTER REMOVE/REPLACE	125	LF	$53.88	$6,735.00
266	HANDICAP RAMPS TY 1 PARALLEL CORNER	2	EA	$1,674.24	$3,348.48
267	424A 3/8" ASPHALT	14.81	TON	$80.38	$1,190.43
270	REMOVE/REPLACE CONCRETE DW APRONS	33.65	SY	$166.87	$5,615.18
272	CURB AND GUTTER REMOVE/REPLACE	219	LF	$53.88	$11,799.72
275	HANDICAP RAMPS TY 2 PARALLEL MIDBLOCK	1	EA	$1,674.24	$1,674.24
279	TRAFFIC CONTROL MARKINGS	71	EA	$6.70	$475.70
297	TRAFFIC CONTROL MARKINGS	275	SF	$6.70	$1,842.50
300	424A 3/8" ASPHALT	13.08	TON	$85.75	$1,121.61
303	SIDEWALK REMOVE/REPLACE	76	LF	$57.48	$4,368.48
304	CURB AND GUTTER REMOVE/REPLACE	155	LF	$53.88	$8,351.40
308	SOLID CLASS 2 TRAFFIC STRIPE	1.051	MI	$3,683.33	$3,871.18
310	TRAFFIC CONTROL MARKINGS	333	SF	$6.70	$2,231.10
311	TRAFFIC CONTROL LEGENDS	22.23	SF	$6.70	$148.94
313	424A 3/8" ASPHALT	107.57	TON	$81.21	$8,735.76
314	MILLING 0-2"	2,271.92	SY	$2.07	$4,702.87
315	REMOVE/REPLACE CONCRETE DW APRONS	3	SY	$166.87	$515.63
317	CURB AND GUTTER REMOVE/REPLACE	27	LF	$53.88	$1,454.76
321	TRAFFIC CONTROL MARKINGS	65	SF	$6.70	$435.50
323	NO 2 CRUSHED STONE	26.05	TON	$60.00	$1,563.00
324	414B 3/4" MIX BINDER LAYER/PATCHING (20% RAP AFTER CLEANING AND TACKING 8" THICK	1,429.88	TON	$118.00	$168,725.84
328	TEMPORARY TRAFFIC MARKINGS	180	SF	$3.35	$603.00
334	HANDICAP RAMPS TY 1 PARALLEL CORNER	7	EA	$1,674.24	$11,719.68
338	TRAFFIC CONTROL MARKINGS	47.62	SF	$6.70	$319.05

TOTAL OVERRUN ITEMS: $758,444.03

FINAL CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR CONTRACTOR
City of Huntsville	N/A	Wiregrass Construction Company, Inc.

DATE	3/24/2022	CHANGE ORDER NO.	1

PROJ. NAME & NUMBER: Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			TOTAL NEW NEGOTIATED ITEMS		$0.00

UNDERRUN ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
1	424A 3/8" ASPHALT	-33.17	TON	$91.92	-$3,048.99
2	Milling 0-2" Total Mill	-436.24	SY	$3.21	-$1,400.33
6	424A 3/8" ASPHALT	-45.71	TON	$80.70	-$3,688.80
7	MILLING 0-2"	-332.23	SY	$2.03	-$674.43
8	MANHOLE RISER	-1.00	EA	$243.33	-$243.33
12	MILLING 0-2"	-384.80	SY	$3.73	-$1,435.30
13	MANHOLE RISER	-3.00	EA	$243.32	-$729.96
14	424A 3/8" ASPHALT	-71.09	TON	$104.14	-$7,403.31
15	MILLING 0-2"	-300.00	SY	$4.36	-$1,308.00
16	MANHOLE ADJUSTMENT	-1.00	EA	$2,245.280	-$2,245.28
17	SIDEWALK REMOVE/REPLACE	-30.00	LF	$57.48	-$1,724.40
18	CURB AND GUTTER REMOVE/REPLACE	-19.00	LF	$53.88	-$1,023.72
19	HANDICAP RAMPS TY 1 PARALLEL CORNER	-2.00	EA	$1,674.24	-$3,348.48
20	SOLID CLASS 2 TRAFFIC STRIPE	-0.99	MI	$3,683.33	-$3,628.08
21	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	$1,110.58	-$1,110.58
22	TRAFFIC CONTROL MARKINGS	-60.00	SF	$6.70	-$402.00
23	424A 3/8" ASPHALT	-10.09	TON	$80.49	-$812.14
24	MILLING 0-2"	-104.78	SY	$1.94	-$203.27
25	MANHOLE RISER	-5.00	EA	$243.32	-$1,216.60
26	MANHOLE ADJUSTMENT	-1.00	EA	$2,245.28	-$2,245.28
28	SIDEWALK REMOVE/REPLACE	-16.00	LF	$57.48	-$919.68
31	424A 3/8" ASPHALT	-22.73	TON	$113.06	-$2,569.85
32	MILLING 0-2"	-153.00	SY	$5.04	-$771.12
34	MILLING 0-2"	-61.04	SY	$3.52	-$214.86
35	424A 3/8" ASPHALT	-40.85	TON	$90.73	-$3,706.32
36	MILLING 0-2"	-243.30	SY	$2.98	-$725.03
38	424A 3/8" ASPHALT	-93.05	TON	$81.61	-$7,593.81
39	MILLING 0-2"	-203.03	SY	$2.12	-$430.42
40	MANHOLE RISER	-10.00	EA	$243.32	-$2,433.20
44	RAISED TRAFFIC MARKERS	-5.00	EA	$6.70	-$33.50
45	424A 3/8" ASPHALT	-99.50	TON	$80.25	-$7,984.88
48	MILLING 0-2"	-1,388.12	SY	$1.45	-$2,012.77
47	MANHOLE RISER	-10.00	EA	$243.32	-$2,433.20
51	424A 3/8" ASPHALT	-17.74	TON	$94.80	-$1,681.75
53	MANHOLE RISER	-5.00	EA	$243.32	-$1,216.60
55	SOLID CLASS 2 TRAFFIC STRIPE	-0.95	MI	$3,683.33	-$3,513.90
56	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	$1,110.58	-$1,110.58
58	RAISED TRAFFIC MARKERS	-4.00	EA	$6.70	-$26.80
60	MILLING 0-2"	-169.20	SY	$3.29	-$556.67
64	424A 3/8" ASPHALT	-33.37	TON	$101.51	-$3,387.39
65	MILLING 0-2"	-1,600.00	SY	$4.84	-$7,744.00
66	TRAFFIC CONTROL MARKINGS	-20.00	SF	$6.70	-$134.00
67	424A 3/8" ASPHALT	-21.24	TON	$90.13	-$1,914.36
68	MILLING 0-2"	-481.57	SY	$2.91	-$1,401.37
69	424A 3/8" ASPHALT	-10.77	TON	$96.98	-$1,044.47
70	MILLING 0-2"	-127.07	SY	$3.55	-$451.10
72	CURB AND GUTTER REMOVE/REPLACE	-19.00	LF	$53.88	-$1,023.72
74	424A 3/8" ASPHALT	-40.37	TON	$95.24	-$3,844.84
75	MILLING 0-2"	-286.83	SY	$3.42	-$980.96
80	424A 3/8" ASPHALT	-37.50	TON	$107.78	-$4,041.75
81	MILLING 0-2"	-193.89	SY	$4.19	-$812.40
82	424A 3/8" ASPHALT	-79.72	TON	$79.46	-$6,334.55
83	MILLING 0-2"	-230.54	SY	$1.90	-$438.03
84	MANHOLE RISER	-10.00	EA	$243.32	-$2,433.20
86	424A 3/8" ASPHALT	-22.54	TON	$92.68	-$2,089.01
91	HANDICAP RAMPS TY 1 PARALLEL CORNER	-1.00	EA	$1,674.24	-$1,674.24
92	SOLID CLASS 2 TRAFFIC STRIPE	-1.00	MI	$3,683.33	-$3,683.33
93	SOLID TEMPORARY TRAFFIC STRIPE	-1.00	MI	$1,110.58	-$1,110.58
94	BROKEN CLASS 2 TRAFFIC STRIPE	-1.00	MI	$2,343.94	-$2,343.94
95	BROKEN TEMPORARY TRAFFIC STRIPE	-1.00	MI	$1,110.58	-$1,110.58
96	TRAFFIC CONTROL MARKINGS	-560.00	SF	$6.70	-$3,752.00
97	RAISED TRAFFIC MARKERS	-10.00	EA	$6.70	-$67.00
99	MILLING 0-2"	-5,119.05	SY	$2.12	-$10,852.39
101	CURB AND GUTTER REMOVE/REPLACE	-16.00	LF	$53.88	-$862.08

FINAL CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR	CONTRACTOR
City of Huntsville	N/A	Wiregrass Construction Company, Inc.	

DATE	3/24/2022	CHANGE ORDER NO.	1

PROJ. NAME & NUMBER: Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
		TOTAL NEW NEGOTIATED ITEMS			$0.00

UNDERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
102	HANDICAP RAMPS TY 1 PARALLEL CORNER	-2.00	EA	$1,674.24	-$3,348.48
103	Q LOOPS	-1.00	MI	$2,009.09	-$2,009.09
104	SOLID CLASS 2 TRAFFIC STRIPE	-0.77	MI	$3,683.33	-$2,839.85
105	SOLID TEMPORARY TRAFFIC STRIPE	-3.28	MI	$1,110.58	-$3,642.70
106	TRAFFIC CONTROL MARKINGS	-152.00	SF	$6.70	-$1,018.40
107	TRFFIC CONTRL LEGENDS	-0.59	SF	$6.70	-$3.95
108	RAISED TRAFFIC MARKERS	-61.00	EA	$6.70	-$408.70
111	MANHOLE RISER	-11.00	EA	$243.32	-$2,676.52
112	REMOVE/REPLACE CONCRETE DW APRONS	-42.30	SY	$166.87	-$7,058.60
116	RAISED TRAFFIC MARKERS	-15.00	EA	$6.70	-$100.50
117	424A 3/8" ASPHALT	-10.38	TON	$106.54	-$1,105.89
122	SOLID CLASS 2 TRAFFIC STRIPE	-0.76	MI	$3,683.33	-$2,791.96
123	SOLID TEMPORARY TRAFFIC STRIPE	-1.42	MI	$1,110.58	-$1,573.69
124	BROKEN CLASS 2 TRAFFIC STRIPE	-0.99	MI	$2,343.94	-$2,308.78
125	BROKEN TEMPORARY TRAFFIC STRIPE	-0.89	MI	$1,110.58	-$991.75
126	TRAFFIC CONTROL MARKINGS	-429.00	SF	$6.70	-$2,874.30
127	TRAFFIC CONTROL LEGENDS	-0.77	SF	$6.70	-$5.16
128	DOTTED TRAFFIC STRIPE	-60.00	LF	$2.79	-$167.40
129	RAISED TRAFFIC MARKERS	-3.00	EA	$6.70	-$20.10
131	MILLING 0-2"	-34.04	SY	$4.21	-$143.31
132	MANHOLE RISER	-1.00	EA	$243.33	-$243.33
134	REMOVE/REPLACE CONCRETE CROSSDRAIN	-18.00	SY	$136.17	-$2,451.06
137	MILLING 0-2"	-421.10	SY	$3.88	-$1,633.87
138	MANHOLE ADJUSTMENT	-2.00	EA	$2,776.80	-$5,553.60
139	SIDEWALK REMOVE/REPLACE	-22.00	LF	$57.48	-$1,264.56
144	MANHOLE RISER	-2.00	EA	$243.32	-$486.64
145	424A 3/8" ASPHALT	-8.15	TON	$85.46	-$696.50
146	MILLING 0-2"	-35.20	SY	$2.42	-$85.18
147	MANHOLE RISER	-4.00	EA	$243.32	-$973.28
150	RAISED TRAFFIC MARKERS	-20.00	EA	$6.70	-$134.00
151	424A 3/8" ASPHALT	-14.46	TON	$81.49	-$1,179.98
153	MANHOLE RISER	-12.00	EA	$243.32	-$2,919.84
155	SIDEWALK REMOVE/REPLACE	-49.00	LF	$57.48	-$2,816.52
157	REMOVE/REPLACE CONCRETE CROSSDRAIN	-17.23	SY	$57.48	-$990.38
159	SPEED CUSHIONS/REMOVE REPLACE	-12.00	EA	$228.32	-$2,739.84
162	MILLING 0-2"	-1,132.34	SY	$2.01	-$2,276.00
163	SIDEWALK REMOVE/REPLACE	-185.00	LF	$57.48	-$10,633.80
166	SOLID CLASS 2 TRAFFIC STRIPE	-0.61	MI	$3,683.33	-$2,232.10
167	SOLID TEMPORARY TRAFFIC STRIPE	-0.62	MI	$1,110.58	-$686.34
168	BROKEN CLASS 2 TRAFFIC STRIPE	-0.89	MI	$2,343.94	-$2,088.45
169	BROKEN TEMPORARY TRAFFIC STRIPE	-1.91	MI	$1,110.58	-$2,115.65
171	TRAFFIC CONTROL LEGENDS	-7.95	SF	$6.70	-$53.27
173	RAISED TRAFFIC MARKERS	-13.00	EA	$6.70	-$87.10
176	MANHOLE RISER	-7.00	EA	$243.32	-$1,703.24
180	424A 3/8" ASPHALT	-18.51	TON	$121.74	-$2,253.41
182	MANHOLE RISER	-2.00	EA	$243.32	-$486.64
183	SIDEWALK REMOVE/REPLACE	-20.00	LF	$57.48	-$1,149.60
184	CURB AND GUTTER REMOVE/REPLACE	-13.00	LF	$53.88	-$700.44
187	MILLING 0-2"	-93.89	SY	$2.54	-$238.48
188	SIDEWALK REMOVE/REPLACE	-10.00	LF	$57.48	-$574.80
192	424A 3/8" ASPHALT	-409.90	TON	$77.55	-$31,787.75
193	MILLING 0-2"	-2,931.52	SY	$1.54	-$4,514.54
195	CURB AND GUTTER REMOVE/REPLACE	-98.00	LF	$53.88	-$5,280.24
196	HANDICAP RAMPS TY 1 PARALLEL CORNER	-15.00	EA	$1,674.24	-$25,113.60
197	Q LOOPS	-6.00	EA	$2,009.09	-$12,054.54
198	SOLID CLASS 2 TRAFFIC STRIPE	-0.11	MI	$3,683.33	-$390.43
199	SOLID TEMPORARY TRAFFIC STRIPE	-0.35	MI	$1,110.58	-$393.15
200	BROKEN CLASS 2 TRAFFIC STRIPE	-1.94	MI	$2,343.94	-$4,551.93
201	BROKEN TEMPORARY TRAFFIC STRIPE	-3.42	MI	$1,110.58	-$3,794.85
205	RAISED TRAFFIC MARKERS	-160.00	EA	$6.70	-$1,072.00
206	424A 3/8" ASPHALT	-21.90	TON	$92.68	-$2,029.69
207	MILLING 0-2"	-83.59	SY	$3.15	-$263.31
208	MANHOLE RISER	-2.00	EA	$243.32	-$486.64
209	424A 3/8" ASPHALT	-74.53	TON	$83.55	-$6,226.98
210	MILLING 0-2"	-43.23	SY	$2.27	-$98.13
214	424A 3/8" ASPHALT	-17.74	TON	$82.65	-$1,466.21
216	SIDEWALK REMOVE/REPLACE	-12.00	LF	$57.48	-$689.76
217	CURB AND GUTTER REMOVE/REPLACE	-7.00	LF	$53.88	-$377.16
219	424A 3/8" ASPHALT	-29.76	TON	$82.35	-$2,450.74

FINAL CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR	CONTRACTOR
City of Huntsville	N/A	Wiregrass Construction Company, Inc.	

DATE	3/24/2022	CHANGE ORDER NO.	1

PROJ. NAME & NUMBER: Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
			TOTAL NEW NEGOTIATED ITEMS		$0.00

UNDERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
220	MILLING 0-2"	-23.57	SY	$2.36	-$55.63
221	MANHOLE RISER	-5.00	EA	$243.32	-$1,216.60
226	424A 3/8" ASPHALT	-29.80	TON	$110.75	-$3,300.35
227	MILLING 0-2"	-129.68	SY	$4.49	-$582.26
228	SIDEWALK REMOVE/REPLACE	-2.00	LF	$57.48	-$114.96
231	424A 3/8" ASPHALT	-12.08	TON	$93.24	-$1,126.34
232	MILLING 0-2"	-88.60	SY	$2.99	-$264.91
236	424A 3/8" ASPHALT	-20.34	TON	$91.18	-$1,854.60
237	MILLING 0-2"	-495.63	SY	$3.03	-$1,501.76
238	MANHOLE RISER	-2.00	EA	$243.32	-$486.64
240	SIDEWALK REMOVE/REPLACE	-20.00	LF	$57.48	-$1,149.60
243	TRAFFIC CONTROL MARKINGS	-132.00	SF	$6.70	-$884.40
246	MANHOLE RISER	-3.00	EA	$243.32	-$729.96
247	424A 3/8" ASPHALT	-38.72	TON	$82.31	-$3,187.04
248	MILLING 0-2"	-69.31	SY	$2.01	-$139.31
249	SIDEWALK REMOVE/REPLACE	-40.00	LF	$57.48	-$2,299.20
250	CURB AND GUTTER REMOVE/REPLACE	-114.00	LF	$53.88	-$6,142.32
254	MANHOLE RISER	-2.00	EA	$243.32	-$486.64
259	MANHOLE RISER	-5.00	EA	$243.32	-$1,216.60
262	424A 3/8" ASPHALT	-31.27	TON	$79.50	-$2,485.97
263	MILLING 0-2"	-367	SY	$1.91	-$700.40
264	SIDEWALK REMOVE/REPLACE	-9.00	LF	$57.48	-$517.32
268	MILLING 0-2"	-144.17	SY	$2.00	-$288.34
269	MANHOLE RISER	-8	EA	$243.32	-$1,946.56
271	SIDEWALK REMOVE/REPLACE	-56.00	LF	$57.48	-$3,218.88
273	REMOVE/REPLACE CONCRETE CROSSDRAIN	-10	SF	$136.17	-$1,361.70
274	HANDICAP RAMPS TY 1 PARALLEL CORNER	-2	EA	$1,674.24	-$3,348.48
276	Q LOOPS	-2	EA	$2,009.09	-$4,018.18
277	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	$3,683.33	-$3,038.75
278	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	$1,110.58	-$1,110.58
280	TRAFFIC CONTROL LEGENDS	-0.180	SF	$6.70	-$1.21
281	RAISED TRAFFIC MARKERS	-25.000	EA	$6.70	-$167.50
282	424A 3/8" ASPHALT	-29.620	TON	$102.14	-$3,025.39
283	MILLING 0-2"	-679	SY	$3.68	-$2,498.24
284	SIDEWALK REMOVE/REPLACE	-2.00	LF	$57.48	-$114.96
285	CURB AND GUTTER REMOVE/REPLACE	-10.00	LF	$53.88	-$538.80
287	424A 3/8" ASPHALT	-10	TON	$85.75	-$864.36
288	MILLING 0-2"	-143	SY	$2.23	-$319.67
289	SIDEWALK REMOVE/REPLACE	-50.000	LF	$57.48	-$2,874.00
290	CURB AND GUTTER REMOVE/REPLACE	-1.000	LF	$53.88	-$53.88
291	HANDICAP RAMPS TY 2 PARALLEL MIDBLO	-1	EA	$1,674.24	-$1,674.24
293	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	$3,683.33	-$2,055.30
294	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	$1,110.58	-$794.06
295	BROKEN CLASS 2 TRAFFIC STRIPE	-0.875	MI	$2,343.94	-$2,050.95
296	BROKEN TEMPORARY TRAFFIC STRIPE	-0.950	MI	$1,110.58	-$1,055.05
298	TRAFFIC CONTROL LEGENDS	-82.180	SF	$6.70	-$550.61
299	RAISED TRAFFIC MARKERS	-56.000	EA	$6.70	-$375.20
301	MILLING 0-2"	-39.19	SY	$2.15	-$84.26
302	MANHOLE RISER	-1	EA	$243.33	-$243.33
305	HANDICAP RAMPS TY 2 PARALLEL MIDBLOCK	-6.00	EA	$1,674.24	-$10,045.44
307	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	$1,110.58	-$1,025.07
308	BROKEN CLASS 2 TRAFFIC STRIPE	0	MI	$2,343.94	-$789.91
309	BROKEN TEMPORARY TRAFFIC STRIPE	-1.645	MI	$1,110.58	-$1,826.90
312	RAISED TRAFFIC MARKERS	-38.000	EA	$6.70	-$254.60
316	SIDEWALK REMOVE/REPLACE	-70.000	LF	$57.48	-$4,023.60
319	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	$3,683.33	-$3,521.26
320	BROKEN CLASS 2 TRAFFIC STRIPE	-1	MI	$2,343.94	-$2,343.94
322	RAISED TRAFFIC MARKERS	-10.000	EA	$6.70	-$67.00
325	TEMPORARY TRAFFFIC LEGENDS	-500.000	SF	$3.35	-$1,675.00
328	424A 3/8" ASPHALT	-987.390	TON	$77.60	-$76,621.46
329	420A 3/4" MIX OPEN GRADE FRICTION COURSE WEARING SURFACE LAYER	-250	TON	$162.13	-$40,532.50
330	MILLING 0-2"	-2,854.96	SY	$1.59	-$4,539.39
331	MANHOLE RISER	-20	EA	$243.32	-$4,866.40
332	SIDEWALK REMOVE/REPLACE	-15.00	LF	$57.48	-$862.20
333	CURB AND GUTTER REMOVE/REPLACE	-10	LF	$53.88	-$538.80
335	D LOOPS	-2	EA	$1,674.24	-$3,348.48
336	SOLID CLASS 2 TRAFFIC STRIPE	-5	MI	$3,683.33	-$18,740.78

FINAL CHANGE ORDER REQUEST

OWNER City of Huntsville		ARCHITECT/ENGINEER N/A	CONTRACTOR CONTRACTOR Wiregrass Construction Company, Inc.
DATE	3/24/2022	CHANGE ORDER NO.	1
PROJ. NAME & NUMBER		Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02	

NEW NEGOTIATED ITEMS

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				TOTAL NEW NEGOTIATED ITEMS	$0.00

UNDERRUN ITEMS CONTINUED

ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE	EXT AMT.
337	SOLID TEMPORARY TRAFFIC STRIPE	-10	MI	$1,110.58	-$11,201.31
339	TRAFFIC CONTROL LEGENDS	-133.590	SF	$6.70	-$895.05
340	RAISED TRAFFIC MARKERS	-55.000	EA	$6.70	-$368.50
341	424A 3/8" ASPHALT	-560.000	TON	$85.18	-$47,700.80
342	MILLING 0-2"	-6,460.000	SY	$2.04	-$13,178.40
343	SOLID CLASS 2 TRAFFIC STRIPE	-1	MI	$3,683.33	-$3,683.33
344	SOLID TEMPORARY TRAFFIC STRIPE	-1	MI	$1,110.58	-$1,110.58
345	TEMPORARY STRIPE (WINDOVER DR)	-1.000	MI	$1,110.58	-$1,110.58
				TOTAL UNDERRUNS	$653,923.76
				TOTAL NEW AND OVERRUN ITEMS	$0.00
				TOTAL UNDERRUN ITEMS	$653,923.76
				TOTAL OVERRUN ITEMS	$758,444.13
				TOTAL FINAL CHANGE ORDER NO. 1	$104,520.37

CHANGE ORDER REQUEST

OWNER	ARCHITECT/ENGINEER	CONTRACTOR
City of Huntsville	N/A	Wiregrass Construction Company, Inc.

DATE	3/24/2022	CHANGE ORDER NO.	1
PROJ. NAME & NUMBER	Resurfacing of Residential Streets -2020, Phase II, Project No. 71-20-RR02		

TERMS: As a condition of this contract, pursuant to § 31-13-9(a), Contractor hereby certifies that it has not knowingly employed, hired for employment, or continues to employ an unauthorized alien and has attested to such by sworn affidavit signed before a notary Further, Contractor provided a copy of such affidavit to the City of Huntsville as part of its contract, along with documentation establishing that Contractor is enrolled in the E-Verify program, and will maintain enrollment throughout the term of this contract. You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with this Change Order Request and supporting documents and to furnish the necessary labor, materials and equipment to: In accordance with Section 4 (A) "Changes in the Work" of the contract documents the City ordered additions and deletions to the contractors work. These additions and deletions caused minor underruns and overruns of the original contract quantities resulting in an overrun of cost. Examples of "Changes in the Work" include the addition of new striping patterns, exclusion of speed tables, paving of smaller stub streets not in the original contract, and unforeseen subgrade work after the milling process.

THIS CHANGE ORDER SUBMITTED FOR REVIEW AND APPROVAL. JUSTIFICATION IS AS FOLLOWS:

	Emergencies arising during the course of work.
X	Minor changes of total monetary value and incidental to the original contract necessitated by unforseeable circumstances arising during the course of work and less than required for competitive bidding.
	Change of or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the alternate.
	Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions). (See attached sheet for line item breakdown of change order costs.)

For This Change Order	1	ADD	$104,520.37
Original Contract Price			$4,183,178.63
Net Total Previous Change Orders			$0.00
Previous Revised Contract Price			$4,183,178.63
Revised Contract Price This Date			$4,287,699.00

EXTENSION OF TIME resulting from this Change Order is no additional days.

This contract modification constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment ot the Contract, and further, agrees to waive all right to file for 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 for the Change Order as contained herein.

CONTRACTOR	CITY OF HUNTSVILLE, ALABAMA
(Contractor Name)	Chris McNeese, Director of City Public Works
(Authorized Representative)	Tommy Battle, Mayor
CONSENT OF SURETY	
(Surety Name)	John Meredith, Council President
(Authorized Representative)	3/24/2022 (Date)

Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

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."

E-Verify

Company ID Number: 345983

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

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

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify

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

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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

E-Verify

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

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

E-Verify

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

B. REFERRAL TO DHS

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

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

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

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

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

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

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ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

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

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

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

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

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

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

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

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

Employer WIREGRASS CONSTRUCTION COMPANY,INC.	
KITTY HARDING	
Name (Please Type or Print)	Title
Electronically Signed	07/26/2010
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	07/26/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	WIREGRASS CONSTRUCTION COMPANY,INC.
Company Facility Address:	8974 NORTH US HWY 231
	ARITON, AL 36311
Company Alternate Address:	P.O. BOX 48
	ARITON, AL 36311
County or Parish:	DALE
Employer Identification Number:	63048367

E-Verify

Company ID Number: 345983

North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name:	SANDRA B CRUIKSHANK		
Telephone Number:	(334) 762 - 2397 ext. 105	Fax Number:	(334) 762 - 2731
E-mail Address:	scruikshank@wcc-inc.com		
Name:	KITTY E HARDING		
Telephone Number:	(334) 762 - 2397 ext. 104	Fax Number:	(334) 762 - 2731
E-mail Address:	kharding@wcc-inc.com		

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0249

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C., for Land Surveying and Engineering Design Services for Chimney Creek Pump Station Bypass Sanitary Sewer Extension, Project No. 71-20-SM01.

Resolution No.

Finance Information:

Account Number: 6040-71-00000-526000-00000000

City Obligation Amount: $195,625.00

Total Obligation: $195,625.00

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:
Engineering design services with Garver for approx. 4500 LF of sanitary sewer extension just west of Caldwell Lane across U.S. Highway 431 and Old Big Cove Road at Chimney Creek Pump Station to serve residential and commercial developments within the area. Land Surveying and Engineering Services in a Not-to-Exceed

(NTE) Ceiling price of $195,625.00.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Garver, L.L.C., in the amount of ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($195,625.00) for Land Surveying and Engineering Design Services for Chimney Creek Pump Station Bypass Sanitary Sewer Extension, Project No. 71-20-SM01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Garver, L.L.C., for Land Surveying and Engineering Design Services for Chimney Creek Pump Station Bypass Sanitary Sewer Extension, Project No. 71-20-SM01," consisting of a total of eighteen (18) pages plus thirty-one (31) additional pages consisting of Attachments 1-16, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

LAND SURVEYING AND ENGINEERING DESIGN SERVICES

FOR

CHIMNEY CREEK PUMP STATION BYPASS SANITARY SEWER EXTENSION

Project ID Number 71-20-SM01
March 24, 2022

President of the City Council of the City of Huntsville, AL
Date: March 24, 2022

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
LAND SURVEYING AND ENGINEERING DESIGN SERVICES
FOR
CHIMNEY CREEK PUMP STATION BYPASS SANITARY SEWER EXTENSION
Project ID Number 71-20-SM01

THIS AGREEMENT made as of the 24th day of March in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional land surveying and engineering services for design of Chimney Creek Pump Station Bypass Sanitary Sewer Extension, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.

1.3 Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional land surveying and engineering services for design of Chimney Creek Pump Station Bypass Sanitary Sewer Extension.

2.2 These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.

2.4 The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.

2.5 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

2.6 The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.

2.7 The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.

2.8 The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

2.9 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.10 During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage.

Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

2.11 Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid18
Units:	US Survey Feet

2.12 The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

2.13 The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.

2.14 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such

documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent

with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of March 25, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be September 25, 2022.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the NOT-TO-EXCEED (NTE) AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($195,625.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to

shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Land Surveying and Engineering Design Services – NOT-TO-EXCEED AMOUNT OF	$195,625.00
TOTAL CONTRACT AMOUNT:	**$195,625.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

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

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the

execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.6 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When

a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.7.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the

extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

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

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the

work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on

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

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), 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.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

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

ENGINEER:
GARVER, L.L.C.

BY: Ryan Patton

TITLE: Senior Project Manager

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 March 9, 2022, from Earl Mott, Jr., to Kathy Martin and attachments).

5125A Research Drive NW
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

March 9, 2022

Ms. Kathy Martin, P.E.
Director of Engineering
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

RE: **Chimney Creek Pump Station Bypass Sanitary Sewer Extension**
Professional Land Surveying and Civil Engineering Services Proposal

Dear Ms. Martin:

Garver, LLC (Garver) is pleased to provide this proposal for Professional Land Surveying and Civil Engineering Services to assist you with the above referenced project.

We understand this project will consist of expansions and improvements to the City of Huntsville sanitary sewer collection system necessary to provide service to residential and commercial properties along the proposed sanitary sewer route, crossing Big Cove Road and Highway 431 east of the Chimney Creek Pump Station as shown on Project Key Map (See Appendix B). Our preliminary estimates indicate a total length of sanitary lines required for this project is in the range of 4500 linear feet. We propose to provide the necessary detailed topographic surveys, property acquisition surveys and civil engineering services to accommodate the construction of a sanitary sewer collection system that best meets the City's needs. Garver will provide all necessary land surveying and engineering services required to deliver land acquisition documents and construction plans sufficient for the City of Huntsville Water Pollution Control Department to construct the proposed system.

We anticipate the scope of work for the project to include the following items:

Scope of Services:

1) **Project Planning, Management and Plan Presentations**
   a. Garver will be responsible for gathering and/or producing maps, plans, record drawings and pertinent available data deemed relevant to the project.
   b. Garver will provide assistance with project coordination and will offer professional opinions and guidance related to the project conceptual plans.
   c. Garver will attend conceptual planning and preliminary design related meetings.

2) **Surveys.**
   d. Establish Project Control referenced to the Alabama State Plane Coordinate System of the North American Datum of 1983 (NAD83) East Zone, with elevations referenced to the North American Vertical Datum of 1988 (NAVD88).
   e. Provide detailed topographic surveys along the proposed sanitary sewer routes.
   f. Provide deeds, maps and records research of property owners within project area.
   g. Perform GPS and conventional traverse surveys as required to accurately locate all property corners, improvements and utilities located along the proposed sanitary sewer route.
   h. Garver will develop a surface model of the proposed sanitary sewer routes for use in civil design. We propose to utilize both conventional land surveying and advanced aerial

photography to capture the needed data for the surface model. The limits of our proposed work are shown on plan view site map attached as Appendix "A".

i. Provide acquisition survey plats and descriptions as required to facilitate the acquisition of the necessary sanitary sewer and construction easements by the city.
j. Monument proposed and missing property corners with permanent monumentation.
k. Surveys will be provided on 22" x 36" plan sheets drawn to scale, signed and sealed by a Professional Land Surveyor licensed to practice in the State of Alabama.

3) Engineering

a. Garver will provide the civil engineering services required to produce plans for construction of the sewage collection lines as generally shown in Appendix A of this document.
b. Plans will include plan and profile sheets for all segments of the proposed sewer lines.
c. Garver will provide quantity estimates for the proposed items of work.
d. Garver will provide construction documents including scaled drawings and digital copies signed and sealed by a professional engineer, licensed to practice in the State of Alabama.
e. Assist the City of Huntsville engineering staff with coordination of any required permitting.

4) Construction Services

a. Garver will provide a survey crew for construction layout services on an as needed basis.
b. Garver will provide as built plans of the work upon satisfactory completion of the project.

Note: Services not included in this proposal include the following:

1. Geotechnical.
2. Environmental permitting.
3. Wetland's identification and delineation.

Schedule

We are prepared to begin work immediately and will complete the work on a mutually agreeable schedule. Some work may have already been accomplished based upon the urgency of completion of this project.

Payment Terms

We propose to provide the above-described services including **Items 1), 2), 3) and 4) of Scope of Services** on a time and materials basis at the rates shown in Appendix B, with an estimated amount of **$ 195,625.00.**

Additional work not included in the above-described scope of services may be added and billed in accordance with our current hourly rate schedule **(Appendix A)** upon receipt of a written request from the client.

For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix **C** with approximate current hourly rates for each employee classification. A copy of the Project area map is attached as **Appendix B.**

We appreciate the opportunity to provide these services to assist the City of Huntsville with this project.

Sincerely,
Garver, LLC

Earl Mott, Jr., P.E.
Vice President

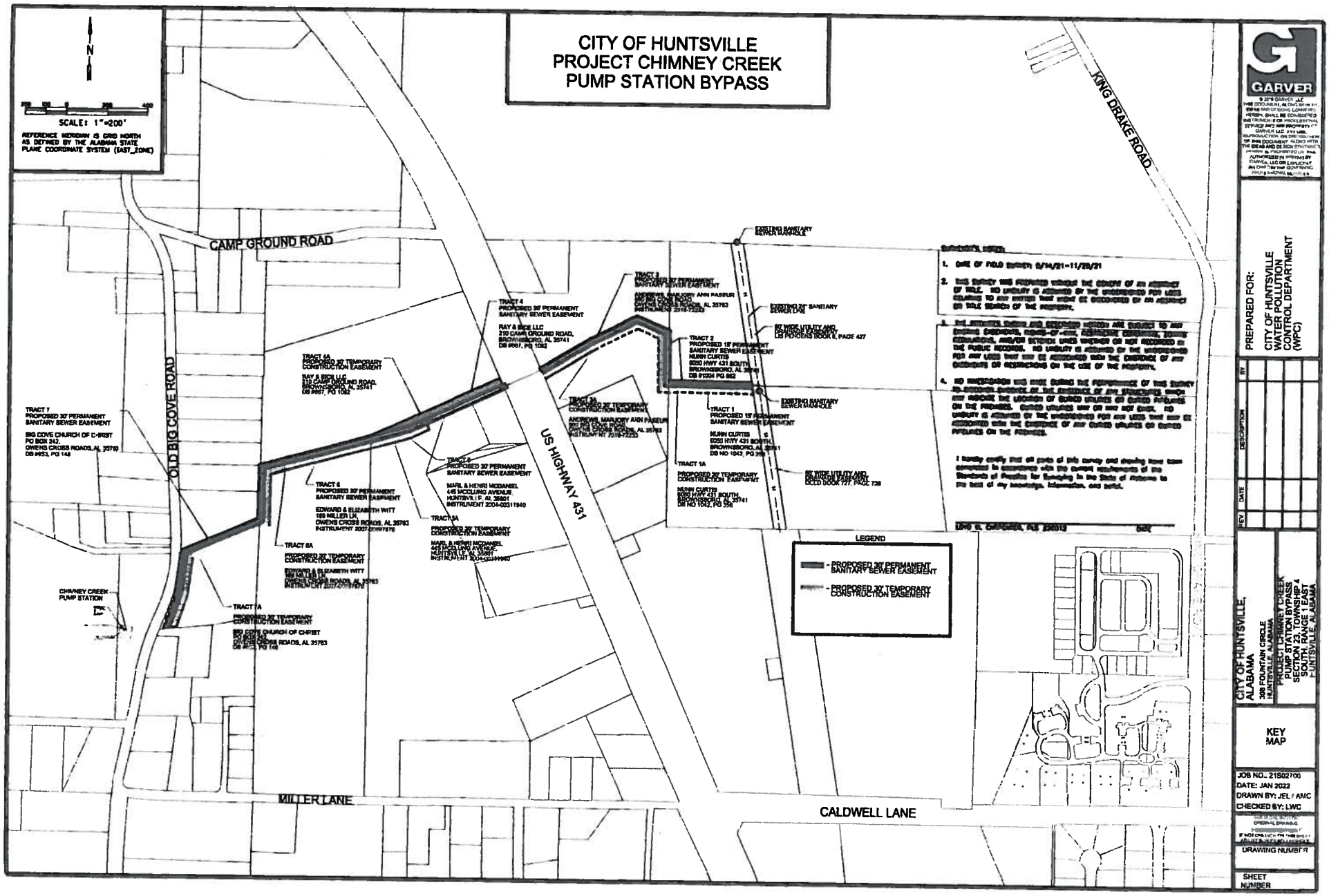
Enclosures: Appendices A, B, & C

In Concurrence:

Kathy Martin, PE
City Engineer
Engineering Department

Date

APPENDIX B


CITY OF HUNTSVILLE
PROJECT CHIMNEY CREEK
PUMP STATION BYPASS
N
SCALE: 1"=200'
REFERENCE MERIDIAN IS GRID NORTH AS DEFINED BY THE ALABAMA STATE PLANE COORDINATE SYSTEM (EAST_ZONE)
CAMP GROUND ROAD
OLD BIG COVE ROAD
US HIGHWAY 431
KING DRAKE ROAD
MILLER LANE
CALDWELL LANE
CHIMNEY CREEK PUMP STATION
TRACT 1
PROPOSED 15' PERMANENT SANITARY SEWER EASEMENT
HUNN CURTIS
6050 HWY 431 SOUTH
BROWNSBORO, AL 35741
DB NO 1042, PG 358
TRACT 1A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 2
PROPOSED 15' PERMANENT SANITARY SEWER EASEMENT
TRACT 3
PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
TRACT 3A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 4
PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
RAY & BEK LLC
210 CAMP GROUND ROAD,
BROWNSBORO, AL 35741
DB 8987, PG 1082
TRACT 4A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 5
PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
MARL & HENRI MCDANIEL
145 MCCLUNG AVENUE
HUNTSVILLE, AL 35801
INSTRUMENT 2004-00311940
TRACT 5A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 6
PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
EDWARD & ELIZABETH WITT
160 MILLER LN,
OWENS CROSS ROADS, AL 35763
INSTRUMENT 2007-07997870
TRACT 6A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
TRACT 7
PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
BIG COVE CHURCH OF CHRIST
PO BOX 242
OWENS CROSS ROADS, AL 35763
DB #953, PG 148
TRACT 7A
PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
BIG COVE CHURCH OF CHRIST
PO BOX 242
OWENS CROSS ROADS, AL 35763
DB #953, PG 148
EXISTING SANITARY SEWER MANHOLE
EXISTING 24" SANITARY SEWER LINE
NE WATER UTILITY AND DRAINAGE EASEMENT
LIS PENDENS BOOK 6, PAGE 427
EXISTING SANITARY SEWER MANHOLE
NE WATER UTILITY AND DRAINAGE EASEMENT
DEED BOOK 777, PAGE 738
SURVEYOR'S NOTES:
1. DATE OF FIELD SURVEY: 9/14/21-11/29/21
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCLOSED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
3. ANY ABOVEGROUND AND BURIED UTILITIES ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, RESTRICTIVE COVENANTS, ORDINANCES, AND/OR STATUTES UNDER WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.
4. NO EXCAVATION WAS MADE DURING THE PERFORMANCE OF THIS SURVEY TO DISCOVER EVIDENCE OF THE EXISTENCE OF ANY UNDERGROUND TANKS AND INDICATE THE LOCATION OF BURIED UTILITIES OR BURIED FEATURES ON THE PREMISES. BURIED UTILITIES MAY OR MAY NOT EXIST. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR AND LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY BURIED UTILITIES OR BURIED FEATURES ON THE PREMISES.
I hereby certify that all parts of this survey and drawing have been prepared in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.
LEGEND
- PROPOSED 30' PERMANENT SANITARY SEWER EASEMENT
- PROPOSED 30' TEMPORARY CONSTRUCTION EASEMENT
KEY MAP
GARVER
PREPARED FOR:
CITY OF HUNTSVILLE
WATER POLLUTION CONTROL DEPARTMENT (WPCD)
REV
DATE
DESCRIPTION
BY
CITY OF HUNTSVILLE, ALABAMA
308 FOUNTAIN CIRCLE
HUNTSVILLE, ALABAMA
PROJECT CHIMNEY CREEK
PUMP STATION BYPASS
SECTION 23, TOWNSHIP 4
SOUTH, RANGE 1 WEST
HUNTSVILLE, ALABAMA
JOB NO.: 21S02700
DATE: JAN 2022
DRAWN BY: JEL / AMC
CHECKED BY: LWC
DRAWING NUMBER
SHEET NUMBER

GARVER

APPENDIX C

Garver - Estimated Hours and Anticipated Personnel

Professional Services Fee estimate for Chimney Creek Pump Station Bypass Sanitary Sewer Expansion Project
Garver Project No. 21S02700
25-Jan-22

ITEM	Project Engineer, E4 @ $185/HR	Project Engineer, E2 @ $140/HR	Project Engineer, E1 @ $116/HR	Sr. Project Surveyor S6 @ $165/HR	Survey Crew @ $250/HR	Technician, T3 @ $125/HR	Project Surveyor, S4 @ $115/HR	Construction Observer C4 @ $240/HR	Cost
Route Alignment Planning and Preliminary Mapping & Design									
Project management and team coordination	4			10					$1,890.00
Verification of minimum gradient requirements		24							$3,360.00
									$0.00
								Sub-Total Route Alignment Planning and Preliminary Design	$5,250.00
Property Boundary Tasks									
Project management				20					$2,300.00
Deed and records research				20			15		$4,025.00
Field reconnaissance/ - Boundary & Location Surveys				15	60		10		$17,875.00
Data processing and evaluation of control survey				10		10	15		$4,125.00
Reconciliation of deeds with ground evidence				16	45	5	15		$15,440.00
Develop draft project property map	2			10		30	5		$5,845.00
Review deeds and records				5		5	5		$1,775.00
Verify property owners for easement acquisition				10		5	5		$2,350.00
Draft legal descriptions and plats				6		45	10		$7,465.00
Revisions				5		10	5		$2,400.00
Produce final Acquisition surveys/ sign and seal				20		40	10		$8,450.00
Establish Project Survey Control				5	20		5		$8,150.00
Layout, Preliminary and Conceptual Maps (Key Map)				10		10	5		$2,975.00
Set / replace property easement corners				5	40	5			$11,200.00
QA/QC	2			10					$1,520.00
								Sub-Total Property Boundary Tasks	$83,695.00
Topographic Surveys for Plan and Profile									
Project Management	2			20					$2,670.00
Existing Data assembly and analysis				5		8	8		$2,495.00
Field data collection				5	60				$15,575.00
Process field data				5		15	5		$3,025.00
Produce detailed topographic survey				5		30	10		$5,475.00
Produce surface models for use in restoration site grading plans				5		10	5		$2,400.00
QA/QC	2			10					$1,520.00
								Total for Topographic Surveys for Plan and Profile	$33,160.00
Develop and Produce Construction Plans and Documents									
Project Management	4								$740.00
Alignment tweeks and final design	2	40							$5,970.00
Attend meetings with client and stakeholders	2	8							$1,490.00
Review and approve line capacities	1	8							$1,305.00
Plan and Profile design and drawing preparation	2	8	40						$6,090.00
Easement plan overlay and review	2	8	8						$2,410.00
Construction detail design	1	8	8						$2,225.00
Prepare and Submit ADEM Permit Application	1		6						$875.00
Prepare and Submit TVA Permit Application	1		8						$1,105.00
QA/QC	6								$1,480.00
								Sub-total Develop and Produce Construction Plans Development	$23,690.00
								Lump Sum Total =	$155,995.00
Construction Administration Services									
Full time Construction Administration Services During Construction									$0.00
Construction Layout Surveys During Construction Period				10	80		20		$23,450.00
As-Built Surveys				5	40	10	5		$12,400.00
QA/QC	8			20					$3,780.00
								Sub-total Construction Administration Services	$39,630.00
Total Hours	44	104	70	267	345	238	158	0	
Hourly Rate	$185.00	$140.00	$115.00	$115.00	$250.00	$125.00	$115.00	$240.00	
Cost	$8,140.00	$14,560.00	$8,050.00	$30,705.00	$86,250.00	$29,750.00	$18,170.00	$0.00	
								GRAND TOTAL =	$195,625.00

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): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
  (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):

☐ Individual or Sole Proprietorship	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☒ LLC (Multi-Member)	Number & State: 136653 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

710309583
AL TAX ID

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): Regional Office Administrator

Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

Revised 12/7/2011

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

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

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's sub-consultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officer (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

9. A list of comments made at the 30% review and a summary of each resolution.

10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
    - Item Number
    - Item Description with standard specification used
    - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
    - Final "calculated" amount and any "increased" amounts
    - Notes to include any deviation from referenced standard specifications

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Chimney Creek PS Bypass
March 9, 2022

Appendix A
Garver, LLC
2021 Hourly Rate Schedule

Classification		2021 Rates
Engineers		
	E-7	$370.00
	E-6	$259.00
	E-5	$228.00
	E-4	$185.00
	E-3	$155.00
	E-2	$140.00
	E-1	$115.00
Planners		
	P-6	$315.00
	P-5	$275.00
	P-4	$240.00
	P-3	$210.00
	P-2	$165.00
	P-1	$135.00
Designers		
	D-4	$ 170.00
	D-3	$ 145.00
	D-2	$ 132.00
	D-1	$ 105.00
Technicians		
	T-3	$ 125.00
	T-2	$ 105.00
	T-1	$ 95.00
Surveyors		
	S-6	$ 200.00
	S-5	$ 165.00
	S-4	$ 115.00
	S-3	$ 82.00
	S-2	$ 68.00
	S-1	$ 50.00
	1-Man Crew (GPS/Robotics)	$ 165.00
	2-Man Crew (Survey)	$ 200.00
	3-Man Crew (Survey)	$ 250.00
	2-Man Crew (GPS Survey)	$ 220.00
	3-Man Crew (GPS Survey)	$ 265.00
Construction Observation		
	C-4	$ 240.00
	C-3	$ 190.00
	C-2	$ 140.00
	C-1	$ 105.00
Administration		
	M-1	$ 370.00
	X-6	$ 240.00
	X-5	$ 190.00
	X-4	$ 135.00
	X-3	$ 105.00
	X-2	$ 80.00
	X-1	$ 55.00
Intern		
	I-1	$ 60.00

Note: Rates shown are valid through the end of this contract

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	September 25, 2022	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER

(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4

Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping."

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ **PROJECT NUMBER:**_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____**PHONE:**_____

I have reviewed design drawings or other information as available, and:

DO _____ **DO NOT** _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to <u>YOU</u> starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

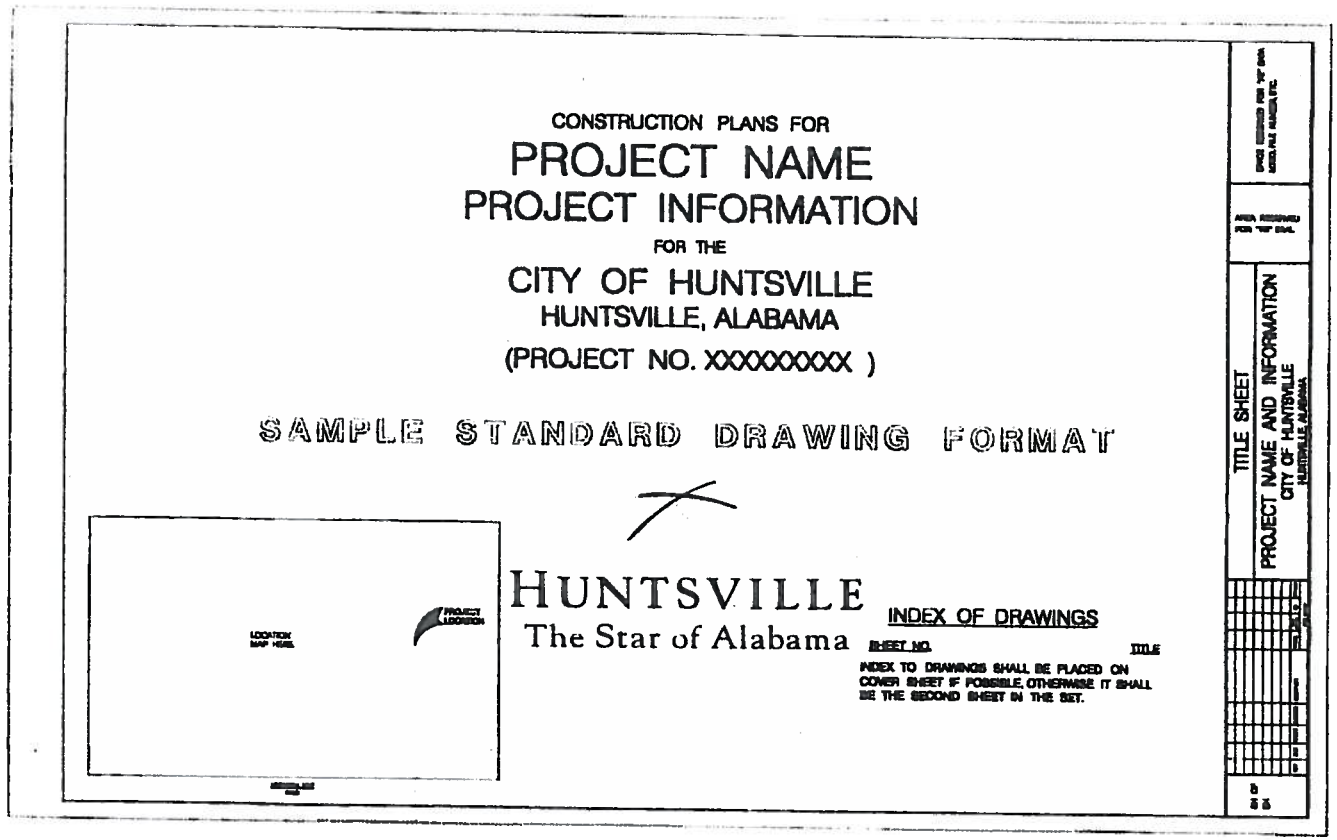
OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ **PHONE:** _____
OFFICE CONTACT PERSON: _____ **PHONE:**_____

DATE:_____



CONSTRUCTION PLANS FOR

PROJECT NAME
PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

LOCATION MAP HERE

PROJECT LOCATION

HUNTSVILLE
The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

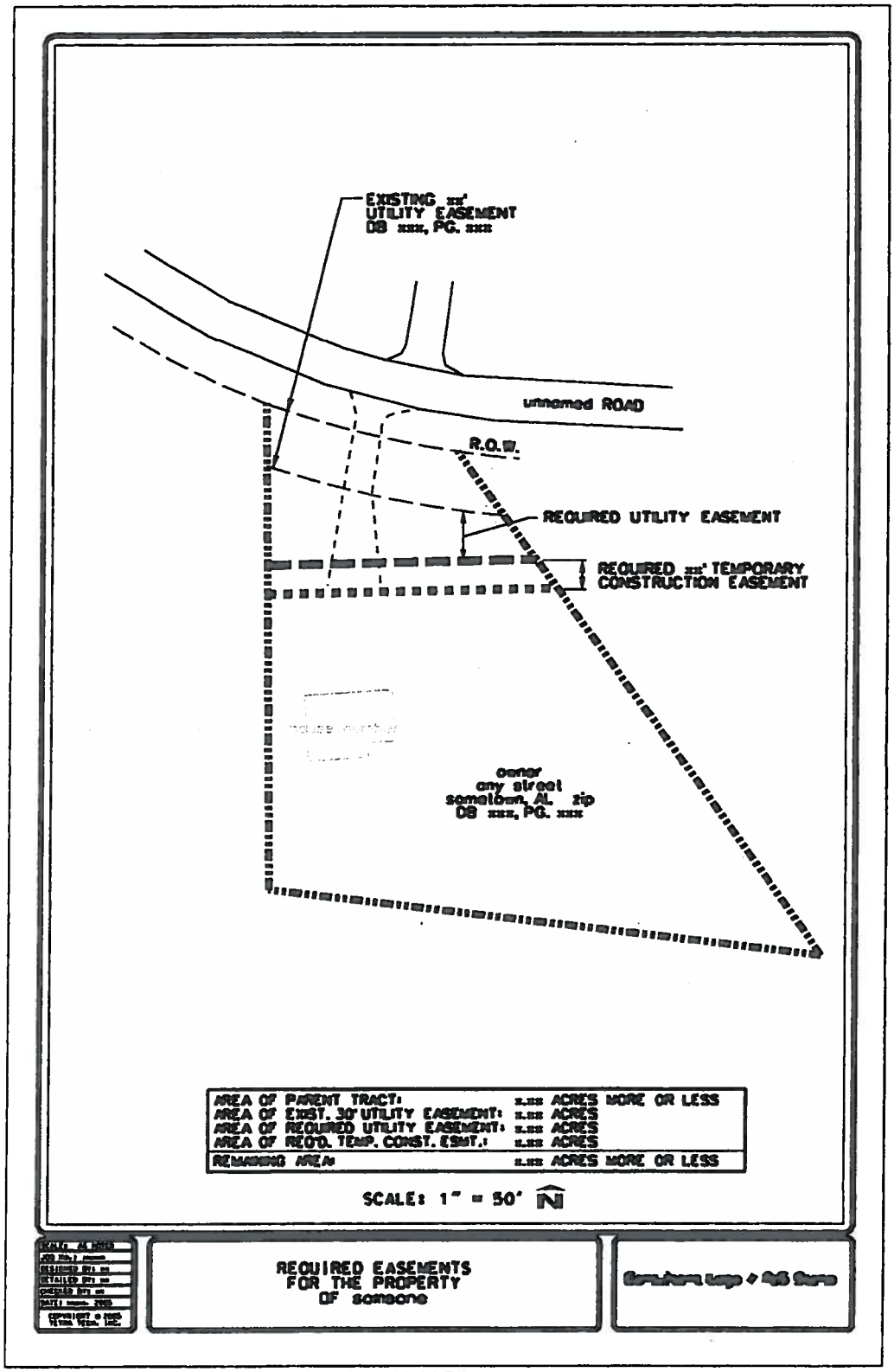
INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

TITLE SHEET

PROJECT NAME AND INFORMATION
CITY OF HUNTSVILLE
HUNTSVILLE, ALABAMA

ATTACHMENT 11

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			

39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

ATTACHMENT 16 – REQUIRED DELIVERABLES

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

YES	NO		REQUIRED SUBMITTALS TO THE PROJECT ENGINEER
☐	☐	1.	Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
☐	☐	2.	One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
☐	☐	3.	Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
☐	☐	4.	One (1) Micro station digital file of right-of-way drawings.
☐	☐	5.	Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
☐	☐	6.	One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
☐	☐	7.	One (1) print copy of Final Construction Cost Estimate.
☐	☐	8.	One (1) digital spread sheet file of Final Construction Cost Estimate.
☐	☐	9.	Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
☐	☐	10.	One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
☐	☐	11.	Two (2) print sets of contract specifications.
☐	☐	12.	One (1) digital text file of contract specifications.
☐	☐	13.	One (1) complete set of signed and sealed calculations.
☐	☐	14.	One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.
☐	☐	15.	One (1) complete set of all field notes.
☐	☐	16.	One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
☐	☐	17.	Utility Project Notification forms and a list of all utilities that need to be contacted.

_____ Engineer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0250

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 Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-22-SP23.

Resolution No.

Finance Information:

Account Number: 6020-76-00000-526000-00000000 Project 71-22-SP23

City Obligation Amount: $ 87,200

Total Obligation: $87,200

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 Garver, L.L.C., in the total amount of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($87,200.00) for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-22-SP23, 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 Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-22-SP23" consisting of a total of seventeen (17) pages plus twenty one (21) additional pages consisting of Attachments 1-15, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

LAND SURVEYING SERVICES

FOR

SANITARY SEWER MANHOLE MAPPING

PROJECT NO. 71-22-SP23

MARCH 24, 2022

_____

President of the City Council of the
City of Huntsville, AL
Date: March 24, 2022

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
LAND SURVEYING SERVICES
FOR
SANITARY SEWER MANHOLE MAPPING

PROJECT NO. 71-22-SP23

THIS AGREEMENT made as of the 24th day of March in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called SURVEYOR).

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

ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR

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

1.1 Professional Land Surveying services for Sanitary Sewer Manhole Mapping, as further described in ARTICLE 2, and hereinafter called PROJECT.

1.2 By executing this Agreement, the SURVEYOR represents to the OWNER that the SURVEYOR is a professional qualified to act as the SURVEYOR for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the SURVEYOR and the PROJECT. The SURVEYOR further represents to the OWNER that the SURVEYOR will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as SURVEYOR for the PROJECT until the SURVEYOR's remaining duties hereunder have been satisfied. The SURVEYOR shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the SURVEYOR 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 SURVEYOR assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the SURVEYOR in connection with the PROJECT.

1.3 Execution of this Agreement by the SURVEYOR constitutes a representation that the SURVEYOR has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The SURVEYOR agrees to provide all necessary land surveying services required to professionally accomplish the SURVEYOR's defined scope of services.

ARTICLE 2 - DESIGN SERVICES OF THE SURVEYOR

2.1 SURVEYOR shall provide for OWNER professional land surveying services for Sanitary Sewer Manhole Mapping.

2.2 These services shall include consultation and advice for surveying services as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

2.3 Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The SURVEYOR warrants that such documents are accurate, coordinated, and adequate, and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER.

2.4 The SURVEYOR 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.

2.5 The SURVEOR shall obtain all Planning Commission approvals as required.

2.6 The SURVEYOR shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the SURVEYOR's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.7 Field surveying work is required and shall be performed in accordance with "Standards of Practice Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey date shall be based on a US Public Land Survey System corner of quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid03
Units:	US Survey Feet

2.8 The SURVEYOR shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).

2.9 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the surveying 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

ARTICLE OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the SURVEYOR are not included in Article 2. Nevertheless, the SURVEYOR shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the SURVEYOR, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the SURVEYOR, either in whole or in part.

4.3 Providing expert witness services and other services arising out of claims.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

5.1 Assist SURVEYOR by placing at SURVEYOR'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 SURVEYOR as necessary in acquiring access to and making all provisions for the SURVEYOR to enter upon public and private lands as required for the SURVEYOR 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 SURVEYOR, 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 SURVEYOR.

5.5 When requested by the SURVEYOR, the OWNER will intercede on the SURVEYOR's behalf when data from, or review by, third parties is not on schedule through no fault of the SURVEYOR.

5.6 The OWNER's review of any documents prepared by the SURVEYOR or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the SURVEYOR of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The SURVEYOR shall commence services pursuant to this agreement as of March 25, 2022. The final completion date for the completion of design services outlined in Article 2 shall be March 24, 2023.

The SURVEYOR shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The SURVEYOR 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 SURVEYOR, except for cause.

If the SURVEYOR 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 SURVEYOR's control, which may result in the schedule of performance of the SURVEYOR's services not being met, the SURVEYOR shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the SURVEYOR's schedule, the OWNER shall promptly notify the SURVEYOR. In either event, the SURVEYOR's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE SURVEYOR

7.1 BASIC SERVICES

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Not to Exceed (NTE) Ceiling Price of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($87,200.00) for land surveying services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the SURVEYOR any amount in excess of the NTE ceiling price as per Attachment "1", and the SURVEYOR 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 SURVEYOR in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the SURVEYOR'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 SURVEYOR in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the SURVEYOR and a properly executed copy is mailed to the SURVEYOR 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 SURVEYOR, then this CONTRACT shall be NULL AND VOID, the owner will not be obligated to any payment to the SURVEYOR and the SURVEYOR will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Land Surveying Services Not to Exceed (NTE) Ceiling Price of	$87,200.00
TOTAL CONTRACT AMOUNT:	**$87,200.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The SURVEYOR shall submit monthly invoices to The Administrative Officer in the Water Pollution Control Department for the basic services described under Article 2 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 SURVEYOR 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. 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 SURVEYOR on the invoice shall constitute the SURVEYOR'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 SURVEYOR covered by prior invoices have been paid in full, and that, to the best of the SURVEYOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the SURVEYOR the payment of any portion thereof should be withheld. Submission of the SURVEYOR's invoice for final payment and reimbursement shall further constitute the SURVEYOR's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the SURVEYOR to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. SURVEYOR 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 SURVEYOR, 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 SURVEYOR until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the SURVEYOR to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the SURVEYOR.

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and SURVEYOR 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 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER"s expense, peer review of designs and drawings prepared by the SURVEYOR and/or sub-consultant(s) for the PROJECT. The SURVEYOR and sub-consultant(s) agree that knowledge and consent to review of their work by other surveyors of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective

January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another surveyor.

9.3 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of SURVEYOR, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.4 SUCCESSORS AND ASSIGNS

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his interest in this Agreement without written consent of the other. 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 SURVEYOR.

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in SURVEYOR's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, SURVEYOR must assert any claim of SURVEYOR for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and SURVEYOR.

9.6 SURVEYOR'S RECORDS

Documentation accurately reflecting services performed and the time expended by the SURVEYOR and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the SURVEYOR. The SURVEYOR shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the SURVEYOR receives notification of a dispute or of pending or commencement of litigation during this five-year period, the SURVEYOR shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The SURVEYOR shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the SURVEYOR's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.7.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the SURVEYOR shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the SURVEYOR including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the SURVEYOR shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The SURVEYOR shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the SURVEYOR for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the SURVEYOR. The SURVEYOR hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

Since SURVEYOR has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment

as a design professional familiar with the construction industry; but, SURVEYOR cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 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.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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 SURVEYORs 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 surveyors or surveying 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 SURVEYOR 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 SURVEYOR 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 ENGINEER:

The SURVEYOR 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 SURVEYOR, 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR has reason to believe the use of a required design, process or product is an infringement of a patent, the SURVEYOR shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The SURVEYOR 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 SURVEYOR or the SURVEYOR'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 SURVEYOR shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, 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.

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 or, any third party, against the OWNER or the SURVEYOR.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

The SURVEYOR shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the

OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; 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.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the SURVEYOR with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the SURVEYOR'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 SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, OWNER or PROJECT in which the SURVEYOR 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 SURVEYOR or in which any consultant, trade contractor, subcontractor, or supplier of the SURVEYOR has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the SURVEYOR and the SURVEYOR'S subconsultants shall not offer services to the OWNER'S contractor.

11.13 ENTIRE AGREEMENT

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

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

SURVEYOR:
GARVER, L.L.C.

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 attached letter dated February 23, 2022, from Earl Mott, Jr. to Shane Cook, and Attachments.)

GARVER

5125A Research Drive NW
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

February 23, 2022

Mr. Shane Cook, P.E.
City of Huntsville, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

Re: Sanitary Sewer Manhole Mapping

Dear Mr. Cook:

We appreciate the opportunity to offer this proposal to continue to provide GPS mapping of sanitary sewer manholes for the City of Huntsville Water Pollution Control Department. Garver, LLC proposes to provide the equipment and personnel to accomplish the work described in the following scope:

Scope of Work:

We will utilize GPS survey grade equipment as well as appropriate conventional surveying equipment where necessary to obtain XYZ coordinates for each of the manhole lids. We will also make one direct measurement from the top of each manhole ring to the center line invert. Coordinates will be referenced to the Alabama State Plane East Zone, NAD 83 and NAVD 88 Vertical based upon the 2011 Geoid. All data will be analyzed by a licensed land surveyor and submitted to the City of Huntsville a minimum of once each week. Survey control will be determined by ties to the existing City of Huntsville Geodetic Control Network as well as the CORS station GTAC located at the Huntsville Space and Rocket Center Geo Spatial Center. We will utilize Trimble R12 GPS receivers and a Trimble S7 Robotic Total Station for this project.

Proposed Fee Schedule:

Our proposed fee is based on a per manhole rate of $100 each if the data can be acquired using GPS techniques only. For locations that require other survey methods an additional fee of $90 per manhole will be applied. We are attaching a work sheet that indicates the man hours required to perform each of the associated survey tasks. Based upon the estimated number of manholes to be surveyed (800) and an estimate of 10% that will require conventional survey methods, our total fee for these services should not exceed $87,200. On a monthly basis we will provide a status report, review of work and an invoice for work accomplished. Assuming a notice-to-proceed is issued on March 25, 2022, our project end date would be March 25, 2023.

We appreciate this opportunity and look forward to continuing our work with you to update and maintain your data. Please sign below to acknowledge your acceptance of this proposal and forward it to the City Engineer's Office for contact preparation.

Sincerely,

Earl Mott, Jr., P. E.
Vice President

Attachments: Man Hour Worksheets

Shane Cook, P.E.
Director
Water Pollution Control Department

3/3/22
Date

SURVEY ESTIMATE

Estimate Date: 23-Feb-22 **Estimated By:** LWC

Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - GPS METHOD

TASKS	2-MAN - SURVEY CREW ($210/PER-HOUR)	2-MAN - GPS CREW ($230/PER-HOUR)	Cadd Technician ($110/PER-HOUR)	Sr.Project Surveyor ($172/PER-HOUR)	COST
PERSONNEL	Mark Storey Logan Barker	Jacob Lambright Kevin Stack	Sam Park Hudson Wilhelm	Wade Carpenter PLS	
WORK REVIEW	0	0	0	0.015	$3
ONSITE TRAVERSE	0	0			$0
FIELD NOTES		0.02	0.01		$6
LOCATE MANHOLE		0.05			$12
TRANSFER DATA TO PC	0	0.02			$5
COPY FILE NOTES		0.02			$5
PROCESS RAW DATA	0			0.035	$6
CHECK FIELD DATA		0.055	0.02	0.12	$35
CREATE WEEKLY REPORT	0			0.13	$22
EMAIL REPORT TO GIS		0	0	0.04	$7
		0			$0
				0	$0
	0				$0
		0			$0
		0			$0
OTHER					
TOTALS	**0**	**0**	**0**	**0**	**$100**

SURVEY ESTIMATE

Estimate Date: 23-Feb-22 **Estimated By:** LWC

Project Decsription: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - CONVENTIONAL METHOD.

TASKS	2MAN - SURVEY CREW	2MAN - GPS CREW	Cadd Technician	Sr.Project Surveyor	COST
	($210/PER-HOUR)	($230/PER-HOUR)	($110/PER-HOUR)	($172/PER-HOUR)	
PERSONNEL	Mark Storey Logan Barker	Jacob Lambright Kevin Stack	Hudson Wilhelm Sam Park	Wade Carpenter	
WORK REVIEW	0	0	0.1	0.1	$28
ONSITE TRAVERSE	0.11				$23
FIELD NOTES	0.01	0			$2
TRAVERSE/LOCATE MH	0.15				$32
TRANSFER DATA TO PC	0.01	0			$2
COPY FILE NOTES	0.01	0			$2
PROCESS RAW DATA	0			0.02	$3
CHECK FIELD DATA		0		0.045	$8
CREATE WEEKLY REPORT	0			0.05	$9
EMAIL REPORT TO GIS		0	0	0.02	$3
SPC -CONTROL	0.18	0		0.01	$40
CHECK TRAV CLOSURE	0.1			0.1	$38
	0				$0
		0			$0
		0			$0
OTHER					
TOTALS	1	0	0	0	$190

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): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
  (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 unshaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
☐ Individual or Sole Proprietorship	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☒ LLC (Multi-Member)	Number & State: 136653 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

710309583
AL TAX ID

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): Regional Office Administrator

Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

Revised 12/7/2011

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

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

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

100 % COMPLETE

1. All documents required for submittal to the Huntsville Planning Commission for approval.
2. One (1) mylar copy each of the recorded subdivision plats.

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Garver, LLC
2022 Hourly Rate Schedule

Classification		2022 Rates
Engineers		
	E-7	$375.00
	E-6	$269.00
	E-5	$235.00
	E-4	$192.00
	E-3	$165.00
	E-2	$146.00
	E-1	$120.00
Planners		
	P-6	$325.00
	P-5	$285.00
	P-4	$245.00
	P-3	$215.00
	P-2	$172.00
	P-1	$140.00
Designers		
	D-4	$ 177.00
	D-3	$ 151.00
	D-2	$ 137.00
	D-1	$ 115.00
Technicians		
	T-3	$ 130.00
	T-2	$ 110.00
	T-1	$ 100.00
Surveyors		
	S-6	$ 205.00
	S-5	$ 172.00
	S-4	$ 120.00
	S-3	$ 90.00
	S-2	$ 71.00
	S-1	$ 52.00
	1-Man Crew (GPS/Robotics)	$ 165.00
	2-Man Crew (Survey)	$ 210.00
	3-Man Crew (Survey)	$ 250.00
	2-Man Crew (GPS Survey)	$ 230.00
	3-Man Crew (GPS Survey)	$ 275.00
Construction Observation		
	C-4	$ 250.00
	C-3	$ 195.00
	C-2	$ 145.00
	C-1	$ 110.00
Administration		
	M-1	$ 385.00
	X-6	$ 250.00
	X-5	$ 198.00
	X-4	$ 140.00
	X-3	$ 109.00
	X-2	$ 85.00
	X-1	$ 52.00

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	January 1, 2017	_____

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO

COMMENTS:

_____

_____

_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO
*If yes, send an electronic copy to the Project engineer

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE SURVEYOR
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the SURVEYOR that are available from only one source.	OWNER	Prior to 100% submittal.	N/A	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements.	SURVEYOR	So as to not delay the services of the SURVEYOR.	2	Article 5.1, 5.2
Notification of delays.	SURVEYOR ; OWNER	Promptly	4	Article 6.1
SURVEYOR's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or SURVEYOR	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for SURVEYOR.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)

Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	**1**	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 4	**N/A**	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	**3**	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	**N/A**	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	**N/A**	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	**N/A**	Attachment 4
Legal descriptions for takings.	Project Engineer	60% design review, 90% review, 100% complete.	**N/A**	Attachment 4
Traffic Control plan.	Project Engineer	60% design review.	**N/A**	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	**N/A**	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	**N/A**	Attachment 4
Relocation of Utilities	Project Engineer	0%-review of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	**2**	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	**N/A**	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete.	**1**	Attachment 4
Digital text files.	Project Engineer	100% complete.	**1**	Attachment 4
Bid Quantities.	Project Engineer	100% complete.	**N/A**	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	**1**	Attachment 4
Field notes.	Project Engineer	100% complete.	**1**	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	**1**	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 6

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and SURVEYOR's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME:_____ **PROJECT NUMBER:**_____

CONSULTING SURVEYOR:_____
(Name)

ENGINEERING REPRESENTATIVE_____**PHONE:**_____

I have reviewed design drawings or other information as available, and:

DO _____ **DO NOT** _____

have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY:_____

OTHER:_____

COMMENTS:_____

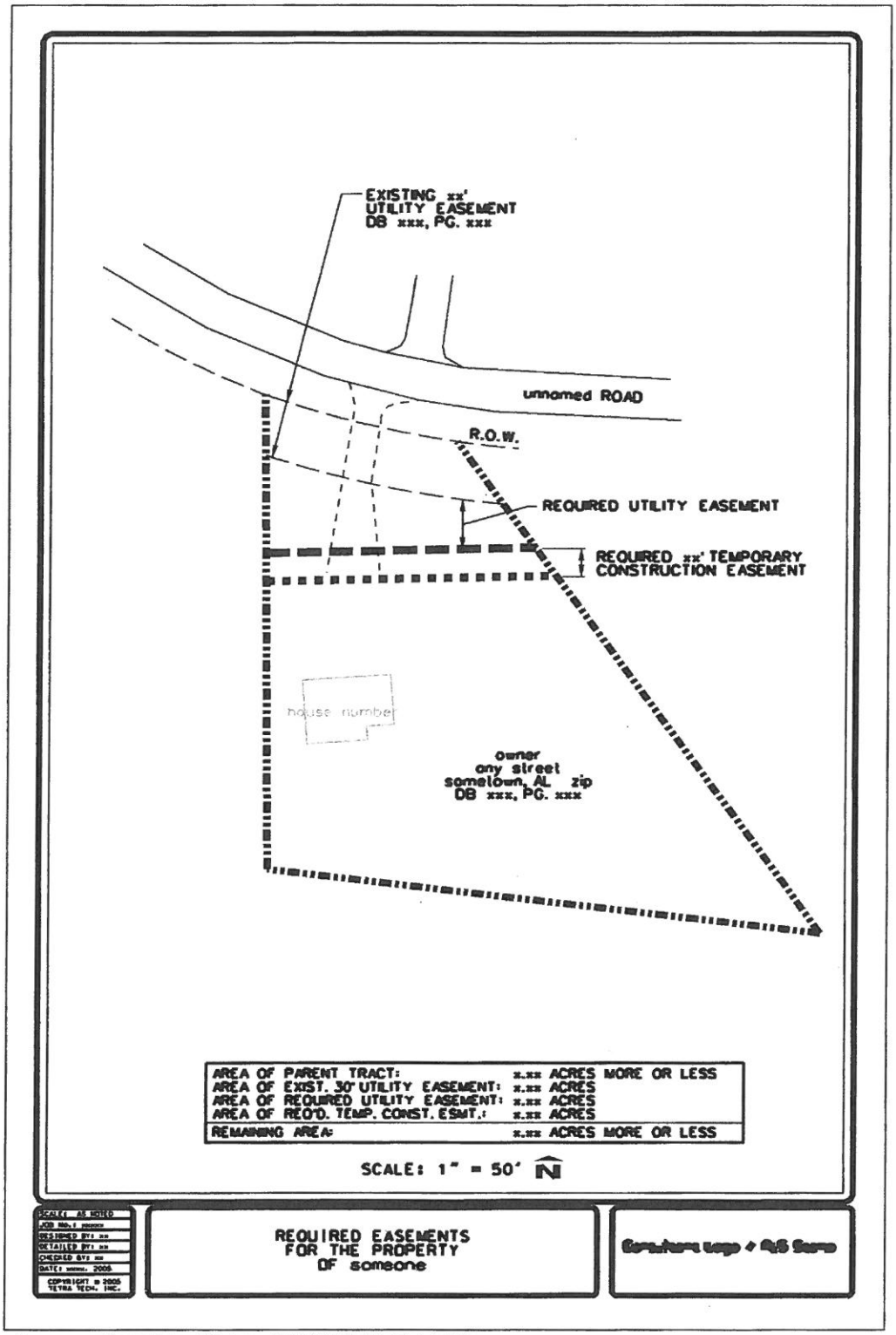
BY:_____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON:_____ **PHONE:**_____
OFFICE CONTACT PERSON:_____ **PHONE:**_____

DATE:_____

ATTACHMENT 11

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*
6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14
ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			

40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0251

Department: **General Services**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and EMW Construction, Inc. for the Cavalry Hills Envision Center.

Resolution No.

Finance Information:

Account Number: 40163-14-00000-523043-00000000

City Obligation Amount: $796,800.00

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:

Renovation to the Cavalry Hills Envision Center including a new entrance canopy signage, exterior lighting and parking lot renovation, additional parking stalls and revised fencing around existing HVAC units.

RESOLUTION NO. 20-_____

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 EMW Construction, Inc. in the amount of Eight Hundred Ten Thousand Eight Hundred Dollars and No/100s ($810,800.00 - Base Bid); contractor deduction of Fourteen Thousand Dollars and No/100s ($14,000.00) for a Revised Base Bid of Seven Hundred Ninety Six Thousand Eight Hundred Dollars and No/100s ($796,800.00) including Unit Price #1 - $26.00/CY (Undercut and Select Soil Backfill); Unit #2 - $32.00/CY (Base Stone Selection); Unit Price #3 - $61.00/CY (Asphalt) and for Cavalry Hill Envision Center located at 2800 C Poplar Avenue, 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 the City of Huntsville and EMW Construction, Inc." 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 EMW CONSTRUCTION, INC. WITH ARCHITECTURAL SUPPORT FROM NOLA | VANPEUSEM ARCHITECTS, PC

~~~~~~

This Agreement is made by and between: City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and: EMW Construction, Inc.
25797 Drawbaugh Road
Athens, AL 35613

(hereinafter referred to as the "Contractor") under seal for construction described below to be rendered for the following Project:

Project Title: **Cavalry Hill Envision Center**
General Description: Renovation of Cavalry Hills Envision Center includes a new entrance canopy signage, exterior lighting and parking lot renovation, additional parking stalls and revised fencing around existing HVAC units.

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 **Architect's Project Number 21181** and addenda (s**) 1-2** 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 PRIVITY 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 froth 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 **200 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 froth 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

$ 810,800.00 - Base Bid
Eight Hundred Ten Thousand Eight Hundred Dollars and No/100s

$-14,000.00 - Deduct from Base Bid
Negative Fourteen Thousand Dollars and No/100s

$796,800.00 - Total Contract Price

Unit Price #1	**Undercut Soil**	**$26.00/CY**	**@ 100**	**=**	**$2600.00**
Unit Price #2	**Base Stone**	**$32.00/SY**	**@150**	**=**	**$4800.00**
Unit Price #3	**Asphalt**	**$61.00/SY**	**@10**	**=**	**$ 610.00**

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 $18,378.00 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 **William C. Bell** . The telephone number on-site is **256-924-1290** .

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 o f 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**
John Martin	President

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 **Nola | VanPeursem Architects, PC** 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
By:	Tommy Battle By:
(SIGNATURE)	(SIGNATURE)
EMW Construction, Inc. 25797 Drawbaugh Road Athens, AL 35613	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 **John S. Martin,** whose names as **President** of **EMW Construction, Inc**., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ 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.*****

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: _____ **CMR NUMBER:** _____

DESCRIPTION	MATERIAL COST				LABOR COST			EQUIPMENT			SUBCONTRACT	TOTAL
	QTY	UNIT	UNIT COST	SUBTOTAL	HOURS	RATE/HR	SUBTOTAL	DAYS	UNIT COST	SUBTOTAL	SUBTOTAL	
SUBTOTAL A												
SALES TAX			9.0%									
LABOR BURDEN			%									
SUB BOND			%									
SUBTOTAL B												
OVERHEAD & PROFIT			%									
TOTAL AMOUNT FOR CMR												

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

00270-40
REVISED 11-3-2015 LEGAL APPVD

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____ PROJECT:_____
TO:_____

(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

_____
(Company)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

CONTRACTING PARTIES

_____
(Contractor)

By_____
(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By_____
(Its Mayor)

By_____
(President of City Council)

Date_____

"Exhibit C"

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 _____, 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, **EMW Construction, Inc.** 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 **Cavlary Hills Envision Center**. 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 **EMW Construction, Inc.**, 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.

Name: _____ Witness

By:_____ By:_____
Its:_____

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

EMW Construction, Inc.
in the approximate amount of $796,800.00
for Cavalry Hill Envision Center
to be awarded March 24, 2022

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

By: _____

Its: Finance Director

Date: _____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0252

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into a Facilities Solutions Agreement between the City of Huntsville and Cintas Corporation for Uniform and Work Wear Rental and Laundry Service.

Resolution No.

Finance Information:

Account Number: 6000-76-76100-515670-00000000

City Obligation Amount: $ 80,000.00

Total Obligation: $ 80,000.00

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 he is hereby authorized to enter into an agreement with Cintas Corporation 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 "Facilities Solutions Agreement between the City of Huntsville and Cintas Corporation for Uniform and Work Wear Rental and Laundry Service" consisting of three (3) pages and the date of March 24th , 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

CINTAS

FACILITIES SOLUTIONS AGREEMENT

Location No._____
Contract No._____
Customer No._____
Main Corporate Code → **New CC 13218**

Date 3/9/2022

Customer/Participating Agency City of Huntsville Water Pollution Control Dept Phone 2568883300

Address 1800 Vermont Rd SW City Huntsville State AL Zip 35802

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
X383	Dungaree Carhartt Work	0.433
X384	Carhartt Shirt	0.340
X760	Jacket Duck NOG	0.000
X82325	Overall Bib Navy NOG	0.000
X641	NOMEX BIB OVERALL	0.000
X270	Cargo Pant	0.340
X374	Oxford Shirt	0.258
X945	Comfort Pant	0.196
	Emblem Advantage	0.04
	Uniform Advantage	0.07

- This agreement is effective as of this date from 3/28/2022 to 3/28/2027, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $_____ea • Company Emblem $_____ea
- Customer Emblem $_____ea • Embroidery $_____ea
- COD Terms $_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $_____per delivery.
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____per garment.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $_____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

_____
President the City Council of the
City of Huntsville, AL
Date: March 24, 2022

____ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

____ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

____ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0253

Department:

Legal

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

Resolution authorizing City Attorney to settle claim of Joshua A. Patrick.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Obligation Amount: $17,594.16

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 City Attorney is hereby authorized, directed, and requested to settle the claim of Joshua A. Patrick (Claim FY22-032) for the total sum of $17,594.16.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0254

Department: Legal

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

Resolution authorizing City Attorney to settle claim of Anthony Kramer.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Obligation Amount: $13,300

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 City Attorney is hereby authorized, directed, and requested to settle the workers' compensation claim of Anthony Kramer for the total sum of $13,300.00.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0255

Department: Legal

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

Resolution authorizing City Attorney to settle claim of Christopher Boster.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Obligation Amount: $13,000

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 City Attorney is hereby authorized, directed, and requested to settle the workers' compensation claim of Christopher Boster for the total sum of $13,000.00.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0256

Department:

City Attorney

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

Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 500073652 for Crown Creek Subdivision.

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, Southern States Bank issued a certain letter of credit (No. 500073652) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Southern States Bank Letter of Credit No. 500073652, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

SOUTHERN STATES BANK

"The Common Sense Bank"

IRREVOCABLE LETTER OF CREDIT # 500073652

Beneficiary:	Account Party:	Bank:
City of Huntsville P O Box 308 Huntsville, Alabama 35804	Tennessee Valley Communities LLC 8624 South Memorial Parkway Huntsville, Alabama 35802	Southern States Bank 415 -H Church St NW Suite 100 Huntsville, Alabama 35801

Subject: Article 5 Improvement/Pre-Acceptance Letter of Credit
Crown Creek Village – Phase 1

Amount: $ 226,345.86
Issue Date: 4/13/2021
Expiration Date: 4/13/2022

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective 4/15/2021, for a sum not to exceed the aggregate of $ 226,345.86. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will duly be honored if drawn and presented for payment to Southern States Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage you with that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Southern States Bank

By: _____ Date: 4-13-2021
Richard T. Perdue, Senior Vice President

MW 5-7-21
H.C. 05-04-2021
Note: Water served by Harvest - Monrovia Water & Sewer Authority

415-H Church Street N.W., Suite 100 • Huntsville, AL 35801 • Office: 256-382-1490
www.southernstatesbank.net

5/7/2021 HC 5/7/21

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0257

Department: Police

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

Resolution authorizing the Mayor to enter into a Pricing Supplement between the City of Huntsville and TransUnion Risk and Alternative Data Solutions, Inc.

Resolution No.

Finance Information:

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

City Obligation Amount: $ 7,740.00

Total Obligation: $ 7,740.00

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 by and between the City of Huntsville and TransUnion Risk and Alternative Data Solutions, Inc., 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 "Pricing Supplement Between The City of Huntsville and TransUnion Risk and Alternative Data Solutions, Inc." consisting of three (3) pages, and the date of March 24, 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 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

DocuSign Envelope ID: 2284B1EA-35F1-462F-BC83-5FD24F3C551A

TransUnion

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges**. Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]

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

TransUnion

PRICING SHEET to Pricing Supplement

"Agency": Huntsville Police Department **Agency iD:** 51801 **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate. **Effective Date:** 04/01/2022 **Supplement Term:** 12 month(s) without auto-renewal.	**"Monthly Fee":** USD 645.00 **"Number of Monthly Transactions":** 2,300 The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Overage Transaction pricing. Unused Number of Monthly Transactions do not rollover into a subsequent month.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked below, in which case, the checked items are included in the Monthly Fee.

	Social Media Comprehensive Report	X	Comprehensive Report – Person
	Social Media Basic Search	X	Comprehensive Report – Business
	Super Reverse Phone Lookup	X	Address Report
X	Relationship Report	X	Locate/Asset Report
	Real-Time Phone Carrier Search	X	Phone Report
	Real-Time Arrests & Incarcerations		
	Predictive Attributes Suite		
	Household Search		

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

OVERAGE TRANSACTION PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below ("Overage Transactions") and subject to Agency's data access rights. Fees and charges for Overage Transactions are in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).

TransUnion

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Huntsville Police Department ("Agency")

By: _____
Representative

Tommy Battle
Full Name

Mayor
Title

March 24, 2022
Date Signed

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0258

Department:

Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and GAN Corporation.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $5,300,000

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:

Department:

Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, The Industrial Development Board of the City of Huntsville, and GAN Corporation.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $5,300,000

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 City Council (the "Council") of the City of Huntsville, Alabama (the "City"), does hereby declare that the Mayor be and he is hereby authorized to execute on behalf of the City a Project Development Agreement by and among the City, The Industrial Development Board of the City of Huntsville (the "IDB"), and GAN Corporation, a corporation under the laws of the State of Alabama (the "Company"), the form of which said agreement is attached hereto, with such changes thereto as the Mayor shall deem necessary or desirable (the "Development Agreement"), an executed copy of said Development Agreement being permanently kept on file in the Office of the City Clerk-Treasurer of the City; and

WHEREAS, the Council hereby further recites that the City's obligations under and in furtherance of the Development Agreement and the transactions therein described are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901 ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the Council has determined that the expenditure of public funds for the purpose specified in the Development Agreement and the transactions therein contemplated or described will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

NOW, THEREFORE, BE IT RESOLVED that the Council hereby authorizes and approves the Project Development Agreement, and that the Mayor be and he is hereby authorized to execute on behalf of the City the Project Development Agreement, along with such notices, certificates, instruments, agreements and other documents as shall be necessary or desirable in connection with the transactions contemplated by, or in furtherance of, the Development Agreement.

ADOPTED this the 24th day of March, 2022

_____

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

APPROVED this this the 24th day of March, 2022

_____

Mayor of the City of
Huntsville, Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on March 24, 2022 (the "Effective Date"), by and among the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City"), **INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE**, a public corporation under the laws of the State of Alabama (the "IDB" and, together with the City, the "Local Authorities" and, individually, a "Local Authority"), and **GAN CORPORATION**, a corporation organized under the laws of the State of Alabama (the "Company"). The City, the IDB and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company is a technology company that provides technical and management services to government and commercial customers in the areas of cyber security, systems engineering, test and evaluation, software engineering, and information technology; and

WHEREAS, the Company heretofore undertook a national site selection process to identify an appropriate venue for the location of its headquarters operations; and

WHEREAS, after considering proposals from several local governments throughout the country, each of which offered financial and other incentives for the Company to locate its headquarters operations within its jurisdiction, the Company selected the City for the said operations; and

WHEREAS, the Company currently maintains operations within the City wherein the Company employed approximately 93 full-time equivalent employees as of September 23, 2021 (the "Existing Facility"); and

WHEREAS, the Company has determined to construct, install and equip a new facility for its headquarters operations (the "New Facility") on real property located within the Cummings Research Park in the City (the Existing Facility and the construction, installation and equipping of the New Facility are herein together referred to as the "Project"); and

WHEREAS, the Company has represented to the Local Authorities that the Company will employ at the Project at least 193 net full-time equivalent employees (all of which shall be paid and employed on a salary basis); and

WHEREAS, the Company has represented to the Local Authorities that the average annual wage for the said salaried employees at the Project will be at least $90,000, exclusive of overtime pay and Fringe Benefits (as hereinafter defined); and

WHEREAS, the Company has represented to the City and the IDB that the Company intends make a total capital investment in the acquisition, construction and equipping of the Project of at least $5,300,000; and

WHEREAS, in order to recruit the Company to select the City, including the New Facility, as the jurisdiction for the aforesaid headquarters operations of the Company, the IDB is willing to cause the abatement of certain ad valorem taxes with respect to the New Facility; and

WHEREAS, the City is willing to provide parking spaces for the Company's use at the Existing Facility at a reduced cost and help offset a portion of certain construction costs of the Company incident to locating the aforesaid headquarters operations in the City at the New Facility, all as more particularly set forth herein; and

WHEREAS, each of the Local Authorities has determined that the location of the aforesaid headquarters operations in the City, including at the New Facility, through the provision of the incentives and agreements herein set forth would be in its best interest and the best interests of the citizens of the City and the surrounding area by: (i) promoting, improving and expanding economic and technological development; (ii) increasing the number and diversity of technical and management jobs and related employment opportunities; (iii) enabling the area surrounding the New Facility to better attract and retain technical and management enterprises; (iv) expanding the overall tax base of the City; and (v) enhancing the overall quality of life for the citizens of the City; and

WHEREAS, the development of the Project as herein provided will further assist in the expansion of economic developments that are critical to the sustained economic health and wellbeing of the City, and the City hereby finds that the payment and other incentives for the Project as described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "Alabama Constitution"), and that the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the Local Authorities.

(a) The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates or constitutes a default under or a breach of

any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

(b) The IDB hereby makes the following representations and warranties:

(i) The IDB, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the IDB, violates or constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the IDB is a party or to which the IDB or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the IDB, threatened, any litigation affecting the IDB which questions (A) the validity or organization of the IDB, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the IDB are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

(a) The Company is duly organized and validly existing as a corporation under the laws of the State of Alabama and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates or constitutes a default under or a breach of (i) the Company's organizational documents, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or organization of the Company, or any of the representations and warranties of the Company contained herein.

ARTICLE II
OBLIGATIONS AND COMMITMENTS OF THE COMPANY

Section 2.1 General. The Company acknowledges that the IDB and the citizens of the City anticipate the receipt of economic benefit in return for the benefits herein described, and the payments and expenditure of funds respecting the Project and the other obligations of the City and the IDB herein contained, and the Company agrees to diligently prosecute the development, construction, equipping and operation of the Project, and to achieve and maintain the employment levels, as set forth and described in this Article II and other provisions of this Agreement.

Section 2.2 Commencement of Construction; Commencement of Operations; Capital Commitment. The Company hereby covenants and agrees to Commence Construction of the New Facility by not later than March 31, 2023 (the "New Facility Construction Commencement Date"), to have Completed Construction of the New Facility by June 30, 2024 (the "New Facility Completion Date"), and to have Commenced Operations at the New Facility by not later than June 30, 2024. The Company further agrees that it and/or its Affiliates will invest not less than $5,300,000 of Capital Costs in acquiring, developing, constructing and equipping the Project (the "Capital Commitment") by July 31, 2024 (the "Capital Commitment Deadline").

Section 2.3 Jobs Commitment. The Company and its Affiliates agree to employ at least 100 new Full-Time Employees at the Project, for a total employment level at the Project of at least 193 Full-Time Employees (all of which shall be Salary Pay Employees), with the said Salary Pay Employees earning an average annual wage of at least $90,000, exclusive of Fringe Benefits and excluding overtime pay (the "Jobs Commitment"), and to have achieved the Jobs Commitment by the fifth (5^{th}) anniversary of the Effective Date.

Section 2.4 Additional Obligations and Commitments.

(a) The Company hereby covenants and agrees to cause any construction activities regarding the Project to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall require any architect, general contractor, subcontractor or other business performing any work in connection with the Project to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term (as hereinafter defined), the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(c) The Company agrees that besides the reporting described in this Agreement, the Company shall otherwise meet the reporting requirements with respect to this Agreement as provided by applicable law.

Section 2.5 Force Majeure Events. If due to the occurrence of a Force Majeure Event the Company is not able to (a) Commence Construction of the New Facility by New Facility Construction Commencement Date, or (b) to have Completed Construction of the New Facility by New Facility Completion Date, or (c) to have Commenced Operations at the New Facility no later than June 30, 2024, or (d) to have satisfied the Capital Commitment by the Capital Commitment Deadline, then for each day of the Force Majeure Event, each said deadline shall be extended by one day to address such condition before the Company shall be considered in default of Section 2.2 of this Agreement; provided at the time of the Force Majeure Event the Company is claiming or anticipating the Company shall have first provided written notice to each of the Local Authorities providing: (i) a description of the Force Majeure Event, (ii) an explanation of how the Company anticipates such event will affect the Company's performance under said Section 2.2, (iii) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (iv) an estimate of how long the Company anticipates the Force Majeure Event will delay the deadlines provided in Section 2.2; and, provided further, in no event shall any deadline be extended by more than 365 days.

ARTICLE III
OBLIGATIONS OF LOCAL AUTHORITIES

Section 3.1 City Obligations.

(a) In consideration of the Company's agreement to acquire and locate its headquarters operations in the City, including at the New Facility, as described in the recitals hereof, make the Capital Commitment, and to satisfy the construction, investment and jobs commitments of the Company described in Sections 2.2 and 2.3 hereof, the City hereby agrees to take certain other actions incident to the Project as more particularly described in this Article III.

(b) The City hereby leases to the Company an aggregate of twenty-five (25) parking spaces (the "Parking Spaces") within the City's Monroe Street Parking Deck (Garage M) (the "Parking Facility") for a period of two (2) years commencing on the Effective Date. During such two (2) year period, the Company shall have use of the Parking Spaces for vehicle parking and other appropriate uses twenty-four hours a day, seven days a week. The Parking Spaces shall be used by the Company for vehicular parking by the Company, its employees, agents and independent contractors, and by the Company's customers and/or invitees, and for no other purposes without the prior written consent of the City, in its sole discretion. Such use of the Parking Spaces shall be in a lawful and orderly manner, and the Company shall comply with all present and future laws and ordinances of governmental authorities having jurisdiction pertaining to the operation and safety of the Parking Spaces and with the reasonable rules, regulations and requirements of the City applied in a consistent manner to all users of the Parking Facility. The lease of the Parking Spaces to the Company hereunder shall be at no cost to the Company. The City and the Company acknowledge that the lease of the Parking Spaces hereunder equals a total incentive to the Company of $33,600 (i.e., the City's standard fee of $56 per Parking Space, for twenty-five (25) Parking Spaces, for twenty-four (24) months). The Company acknowledges and agrees that no particular parking spaces within the Parking Facility will be reserved for the Company's use and that all parking spaces within the Parking Facility are available on a first come, first served basis.

(c) The City also agrees, at such time as the Company shall have Completed Construction and Commenced Operations at the New Facility, to reimburse the Company for up to $350,000 of aide-to-construction charges incurred by the Company and charged by Huntsville Utilities or the City with respect to the initial supplying or extension of water, gas, electric and sewer services to the New Facility.

Section 3.2 Abatement. The IDB does hereby agree to cause to be approved a 10-year abatement of the non-educational ad valorem taxes on real and personal property included in the New Facility, and for any new equipment installed at the New Facility, to the extent permitted under Alabama law; provided, such abatement shall not include any of the road and bridge ad valorem tax levied by the Madison County Commission at a rate of 4.0 mills.

Section 3.3 No Joint and Several Liability. Unless otherwise expressly set forth, the IDB shall not be liable for any obligations of the City under this Agreement, and the City shall not be liable for any obligations of the IDB under this Agreement.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default by the City under this Agreement (a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the City to perform or observe any of its agreements or covenants contained in Section 3.1 of this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from the Company to the City, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action.

(b) If a City Event of Default occurs, the Company shall have available to it the right and remedy of specific performance and mandamus, along with other rights and remedies

provided by law; provided, however, the Company shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the IDB.

(a) Any one or more of the following shall constitute an event of default by the IDB under this Agreement (an "IDB Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) if occurring prior to time the IDB's agreements in Section 3.2 are satisfied:

(i) the dissolution or liquidation of the IDB, or the filing by the IDB of a voluntary petition in bankruptcy, or the IDB shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the IDB as a bankrupt, or any assignment by the IDB for the benefit of its creditors, or the entry by the IDB into an agreement of composition with its creditors, or if a petition or answer is filed by the IDB proposing the adjudication of the IDB as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days.

(b) If an the IDB Event of Default occurs, the Company shall have available to it the right and remedy of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the Company shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default by the Company under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in Sections 2.2 and 2.3 of this Agreement on or before the fourth (4^{th}) anniversary of the Effective Date, which failure shall have continued for a period of 60 calendar

days after written notice thereof from the City, unless (A) the City and the IDB shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) If a Company Event of Default occurs, each of the City and the IDB shall have available to it the right of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the City and the IDB shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.4 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article V may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall expire on the fifth (5^{th}) anniversary of the date of this Agreement (the "Term").

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by any Party hereto except upon the written consent of the other Parties hereto; provided, however, that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the Local Authorities, to be expressed in

writing and signed by an authorized representative of each of the City and the IDB and which such consent shall not be unreasonably withheld.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed or interpreted against any Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attn: City Attorney

(ii) If to the IDB:
Industrial Development Board of the City of Huntsville
225 Church Street NW
Huntsville, Alabama 35801
Attn: Chairman

(iii) If to the Company
GAN Corporation
11247 Memorial Parkway SW
Huntsville, AL 35803
Attention: Jonn Kim

With copy to:

Johnnie Vann
Lanier Ford Shaver & Payne P.C.
2101 West Clinton Avenue, Suite 102
P.O. Box 2087
Huntsville, AL 35804

(b) In addition, the parties hereto agree that notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of 3 days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Notice sent by electronic mail shall be deemed to be received upon the sender's receipt of an electronic confirmation of delivery.

Section 5.7 Liabilities of the Local Authorities. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the City and the IDB as set forth in this Agreement are limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 5.1, 5.2 and 5.3 of this Agreement, whenever any Party hereto shall default in the performance of any of its obligations or commitments under this Agreement, the other Party hereto may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI
DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect Control with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity.

"Capital Costs" shall mean costs to develop, construct or equip the New Facility that are chargeable to a capital account (or could be chargeable if so elected) determined in accordance with generally accepted accounting principles, or costs within the definition set forth in Section 40-18-190(a)(2) of the Code of Alabama 1975, as amended.

"Commence Construction" or "Commencement of Construction" means, with respect to the New Facility, that the Company has caused to be poured and completed the foundation and all footings for the New Facility.

"Commenced Operations" shall mean, with respect to the New Facility, that the Company has Completed Construction of the New Facility and installed all necessary equipment at the New Facility for the conduct of the Company's headquarters activities.

"Completed Construction" shall be deemed to have occurred, with respect to the New Facility, at such time as a certificate of occupancy shall have been delivered for the New Facility.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Force Majeure Event" shall mean and include a material matter beyond the reasonable control of the Company (excluding unfavorable economic conditions), including acts of God, including without limitation earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather); acts of terrorism, epidemics,

quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to the Company for the Project.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

"Full-Time Employee" shall mean a person (expressly excluding unskilled temporary labor, construction workers and individuals employed by entities providing temporary workers): (a) who is being paid directly by the Company or an Affiliate of the Company and is employed at the Project for not less than 36 hours per work week; (b) who has a primary residence in the State of Alabama or who is subject to Alabama State income tax withholdings, (c) who the Company or an Affiliate of the Company identifies as its employee to the U.S. Internal Revenue Service and its Alabama Department of Revenue tax returns or reports filed with the foregoing; (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Company or an Affiliate of the Company within the United States of America; and (e) who was not employed by the Company or any Affiliate within the City within three (3) years of becoming employed at the Project. For avoidance of doubt, the Parties agree that an existing employee working at the Existing Facility that is transferred from their existing job to work on the Project may be classified by the Company as a Full-Time Employee of the Project so long as the Company has not eliminated such employee's previous position and that a new employee has been hired to fill the same job that the transferred employee previously held.

"Salary Pay Employee" shall mean a Full-Time Employee that is paid on a salary basis.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City, the IDB, and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

"**CITY**":

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

(SEAL)

ATTEST

By:_____
Kenneth Benion

Its: Clerk-Treasurer

"**IDB**":

INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE

By:_____

Its:_____

(SEAL)

ATTEST

By:_____

Its:_____

"**COMPANY**":

GAN CORPORATION, an Alabama corporation

By: _____
Name: _____
Its: _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0259

Department:

Urban Development

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

Resolution authorizing the City of Huntsville to enter into an agreement with The Ferguson Group for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) Project.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $18,840.00

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:

Department:

Urban Development

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

Resolution authorizing the City of Huntsville to enter into an agreement with The Ferguson Group for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) Project.

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Special Circumstances:

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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 City Council of the City of Huntsville, Alabama, that the Mayor be and enter into an agreement between the City of Huntsville, and The Ferguson Group, LLC, for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) project in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and The Ferguson Group, LLC, for Grant Writing Services for the Pedestrian Access and Redevelopment Corridor (PARC) project," consisting of a total of fifteen (15) pages, and the date of March 24, 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 Development Agreement being permanently kept on file in the Office of the City Clerk-Treasurer of the City; and

ADOPTED this the 24th day of March, 2022

_____

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

APPROVED this this the 24th day of March, 2022

_____

Mayor of the City of
Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE FERGUSON GROUP, LLC FOR GRANT WRITING SERVICES

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR GRANT WRITING SERVICES

This Agreement is made this 24th day of March, 2022, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the "City") and The Ferguson Group, LLC, a limited liability company organized and existing under the laws of the District of Columbia (hereinafter referred to as "Consultant") for grant writing services. The City and Consultant hereby agree as follows:

RECITALS

WHEREAS, the City desires secure federal funding to complete the Pedestrian Access and Redevelopment Corridor (PARC) Project, which includes the construction of a cable-suspended bridge over US 231/431 and Governor's Drive; three-bowstring truss pedestrian bridges over Pinhook Creek and Huntsville Spring Branch; a new concrete Class 1 railroad bridge; flood mitigation measures in the City's urban core; and

WHEREAS, the City desires to obtain a grant through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program of the U.S. Department of Transportation (USDOT) for the said infrastructure project; and

WHEREAS, Consultant is uniquely qualified in writing federal transportation grant applications and has worked with the City on previous grant-writing projects; and

WHEREAS, the City desires to retain Consultant under the terms and conditions set forth herein to assist with professional grant writing services for the RAISE grant.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Scope of Work:** Consultant hereby agrees to provide the following services to the City of Huntsville:

President of the City Council of the
City of Huntsville, Alabama
Date: March 24, 2022

1) Consultant will provide all grant writing services required for the City to submit a RAISE grant for the PARC project described herein no later than April 14, 2022; and

2) Consultant will provide a benefit cost analysis update in accordance with the updated Benefit Cost Analysis Guidelines for the 2022 RAISE Competition released by USDOT.

All work will be performed and deliverables produced as described in more detail in Consultant's proposal dated March 8, 2022 (the "Proposal"), attached hereto and incorporated herein by reference as Exhibit "A".

2. **Period of Performance and Schedule:** The RAISE grant for which Consultant is engaged has a submittal deadline of April 14, 2022. Consultant will complete all tasks necessary for the City to submit its grant application by the deadline.

3. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to Consultant for the work performed pursuant to the Scope of Work the total amount of Eighteen Thousand Eight Hundred and Forty Dollars ($18,840.00). Consultant shall invoice the City upon the completion of the Work. The City shall pay Consultant within thirty (30) days from the date of receipt of the invoice from Consultant. Reimbursable expenses such as in-town travel, long-distance telephone charges, facsimile, document reproduction, overnight delivery and in-town are included in the contract price. Out-of-town travel expenses must be approved in advance by the City and are not included within the contract price.

4. **Consultant Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City Of Huntsville
Attention: Gary Gleason
P.O. Box 308
Huntsville, AL 35804

The Ferguson Group, LLC
Attention: W. Roger Gwinn
1901 Pennsylvania Ave. NW
Washington, D.D. 20006

6. **Entire Agreement:** The contract between the City and Consultant consists of this written Agreement (including any exhibits) and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Consultant.

7. **Order of Preference of Contract Documents.** In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) the Proposal submitted by Consultant.

8. **No Privity of Contract with Third Parties:** Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the City and person or entity other than Consultant.

9. **No Waiver Clause:** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and Consultant's obligations for future performance of such shall continue in effect.

10. **EQUAL PARTICIPATION OF PARTIES.** Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

11. **Insurance and Indemnification Requirements:** Consultant 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. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, 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 Consultant, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

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

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

$ 3,000,000 General Aggregate Limit
$ 1,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 Each Occurrence

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V.**

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR CONSULTANT:

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Consultant or any subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

H. Intellectual Property Rights:

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

12. **Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

13. **Assignment by Consultant.** Consultant 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 City. Subject to the provisions of the immediately preceding sentence, the City and Consultant, 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.

14. **No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

15. **Use of Subcontractors.** Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Consultant of any responsibility for performing this contract.

16. **Non-Discrimination.** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

17. **Miscellaneous Provisions.**

A. 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.

B. 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 within the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

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

D. 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.

E. 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.

F. Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

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

THE FERGUSON GROUP, LLC

Attest:

_____

By :_____
Its: _____

CITY OF HUNTSVILLE
a municipal corporation
in the State of Alabama

Attest:

_____
Kenneth Benion
Its: Clerk-Treasurer

By:_____
Tommy Battle
Its: Mayor

EXHIBIT "A"

City of Huntsville – Engineering
Attn: Gary Gleason, PE
P.O. Box 308
Huntsville, Alabama 35804-0308

March 8, 2022

Dear Mr. Gleason,

TFG welcomes the opportunity to support the City of Huntsville, Alabama's efforts to secure federal funding for the Pedestrian Access and Redevelopment Corridor (PARC) Project. The overall goal of the PARC Project is to provide a safe direct pedestrian facility in Huntsville's urban core to connect areas of persistent poverty and underserved residents living primarily in subsidized housing to vital services and employment centers. The project scope consists of a multi-modal corridor that includes a cable-suspended pedestrian bridge over US 231/431 (Memorial Parkway) and Governors Drive, a three bowstring truss pedestrian bridges over Pinhook Creek and Huntsville Spring Branch, and flood mitigation measures to eliminate the physical barriers to current opportunities.

Scope of Work

Task One: Grant Writing Services - FY 2022 US Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program

The City's FY 2022 RAISE grant application, in support of the PARC project, must be submitted through grant.gov no later than **April 14, 2022**. The FY 2022 RAISE competition incorporates the Biden-Harris Administration's priorities by further defining merit criteria surrounding environmental sustainability, quality of life, and mobility and community connectivity. To score "highly recommended" during the application review period, applicants will need to incorporate evidence and data to support claims made in the merit criteria to a greater extent than in previous application cycles.

In support of submitting a competitive FY 2022 RAISE application, TFG will provide the following services:

- Draft required forms for City review and approval
- Draft Community Stakeholder Letters of Support for City to secure
- Draft updated Match Commitment Letter
- Draft 30-page narrative to respond to updated evaluation criteria
- Upload and submit through grants.gov

TFG will provide the City with a submission timeline as well as request additional information on the project to more accurately reflect the community changes and effectively respond to USDOT guidelines. The City will have access to all final documents transmitted to USDOT.

Task Two: Benefit Cost Analysis Update - FY 2022 USDOT RASIE discretionary grant program

USDOT released updated Benefit Cost Analysis Guidance for the FY 2022 RAISE competition. TFG has an existing partnership with AECOM to assist with preparing updates to the previously submitted 2020 BCA. See Appendix A for additional information on scope of work.

Fee

TFG's fee for **FY 2022 RAISE Grant Writing Services** is a lumpsum fee of $10,000. As of 2022, TFG's grant team hourly rate is fixed at $165/hour and the Team estimates spending 60 hours preparing a competitive application. AECOM will partner as a sub-consultant to TFG and provide **RAISE Benefit Cost Analysis Services** for a fee of $8,840. AECOM estimates expending approximately 44 hours on BCA revisions. The total cost for the FY 2022 RAISE Grant Writing and BCA Services is $18,840. The City of Huntsville agrees to compensate TFG on a monthly basis upon invoicing for the grant application period, ending April 15, 2022.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically, if a client prefers an on-site meeting, pre-approved travel-related expenses will be billed to the City of Huntsville. Either the City or TFG may terminate this agreement at any time by giving the other party at least thirty (30) days' notice, in writing, of such termination.

Additional Options

TFG has included additional service options for the City to access on an as requested basis. The associated fees are outlined below:

RAISE Advocacy, as requested: The RAISE discretionary grant program has become a highly political program and even projects which are highly recommended often require an extra push to secure funding. TFG is prepared to work collaboratively with the City's Federal Advocate to ensure that once the grant is submitted, continued political support for the project is brought to bear. TFG's fee for RAISE advocacy support is based on an hourly rate of $325/hour. TFG anticipates spending 6-8 hours assisting the City's federal advocates to position the project politically. TFG proposes a discounted lump sum payment of $2,000 for advocacy efforts related to supporting the City's RAISE grant application. Any time accrued beyond 8 hours will be billed at the hourly rate of $325/hour.

PARC Specific Funding Strategy, as requested: TFG proposes to develop a custom project specific funding strategy which will evaluate federal funding options to support the PARC project components as whole, as well as discrete elements, to better compete for grant dollars. This custom report will not only include an evaluation of grant programs, but also explore funding options which avail themselves through program authorizations and earmarks. In addition, programs through FEMA and the US Army Corps of Engineers also received significant increases under the IIJA for the next five years. These programs present opportunities to fund the independent flood mitigation aspects of the PARC project. TFG's custom funding strategies are offered on a fixed fee basis of $3,000. TFG is offering the City a 15% discount on the proposed custom funding strategies for a fixed fee of $2,550. TFG has the ability to prepare a custom funding strategy for the PARC project within two-months.

Grant Writing Services – USDOT Reconnecting Communities Pilot Program, as requested: With the passage of the Bipartisan Infrastructure Package, new grant programs are currently under development which may present funding opportunities that better align with the PARC project, or discreet elements of the PARC project. For example, the Bipartisan Infrastructure Package authorized a new grant program, the Reconnecting Communities Pilot Program, which is focused on restoring community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including mobility, access, or economic development. TFG believes that the Reconnecting Communities Pilot Program may align very well with the goals of the PARC project. TFG is prepared to provide grant writing services once the grant solicitation is released and will provide the City with an updated task order at that time.

We are grateful for the opportunity to partner with the City of Huntsville and we look forward to a productive relationship. If the terms of this letter of agreement are acceptable, please sign and return one copy to us at your earliest convenience.

Sincerely,

W. Roger Gwinn
CEO

ACKNOWLEDGED AND AGREED TO BY:

The Ferguson Group, LLC
W. Roger Gwinn, CEO

3/8/2022
Date

The City of Huntsville, AL
Shane Davis, Director of Urban Development

Date

Appendix A: BCA Update Analysis Work Scope

The purpose of the task is to provide a short Technical Memorandum for submission with the prior PARC BUILD 2020 Benefits Cost Workbooks and BCA model. The TM will provide an updated Benefit Cost Analysis (BCA) findings for the PARC project that are consistent with the RAISE 2022 Program Guidelines. More specifically, the update analysis will modify the BUILD 2020 BCA in accordance with USDOT's recently released Benefit Cost Analysis Guidelines 2022 Final.

The BCA update analysis will:

1. Review the City of Huntsville's prior PARC BUILD 2020 Benefits Cost Workbooks and BCA model to identify differences in its analysis from the USDOT 2022 RAISE BCA Guidance requirements.
2. Update the RAISE 2020 BCA model to incorporate 2022 unit values.
3. Modify the model's methodology, input and calculations as necessary and where possible to confirm with USDOT 2022 BCA guidance requirements.
4. Document the major substantial changes in the BCA analysis data inputs, approach and assumptions into a Draft 2022 BCA Update TM which will be submitted to the City for review and comment. The TM will be a concise document (likely limited to 3 to 5 pages of text in length) that will incorporate by reference as necessary the prior BCA workbook and model.
5. Provide a Final BCA TM based on the City review and comments. The Final BCA will suitable for submission as part of the City's 2022 RAISE grant application and will include the prior BUILD 2020 Benefit Cost Workbooks as an attachment.

Assumptions and Clarifications

- It is currently assumed that the City will maintain the same Project, phasing, and costs for the RAISE 2022. As result, there will be few if any substantial differences in the Project description and operations relevant for the BCA Update for the RAISE 2022 between the prior BUILD 2020.
- AECOM does not propose to rewrite the prior BUILD 2020 Benefits Cost Workbooks which instead will be provided in its original form as an attachment and referenced as necessary.
- AECOM does not propose to overhaul the 2020 Model. Instead, AECOM will annotate and modify the 2020 Model to derive updated BCA findings based on the 2022 BCA requirements.
- USDOT has also increased the Safety Analysis necessary for identifying economic benefits of the proposed project by requiring a detailed Crash Modification Factor (CMF) analysis to project future collision reduction benefits. These changes have increased the traffic data input level of effort necessary to quantify and include project-related safety benefits into the BCA and application narratives. AECOM will not revise the safety benefits accordingly unless requested and supported with additional budget and traffic data.

- The BCA Update task will be limited to benefit and costs analyzed by the prior 2020 BCA. AECOM does not propose to undertake any major new analysis as part of this effort unless requested and budgeted accordingly.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0260

Department: HFR

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and John C. Calhoun State Community College for the Facilitation of EMT Program Training.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-515050-00000000-

City Cost Amount: NTE $7,500 per class

Total Cost: NTE $7,500 per class

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 is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and John C. Calhoun State Community College which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and John C. Calhoun State Community College for the Facilitation of EMT Program Training", consisting of consisting of seven (7) pages or five (5) pages plus two (2) additional pages consisting of Exhibit "A" and the date of March 24, 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 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JOHN C. CALHOUN STATE COMMUNITY COLLEGE FOR THE FACILITATION OF EMT PROGRAM TRAINING

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City") and John C. Calhoun State Community College (hereinafter referred to as "Calhoun") for the facilitation of Emergency Medical Technician (EMT) program training for Huntsville Fire & Rescue (HFR) Training Center participants. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date").

RECITALS

WHEREAS, the City of Huntsville and HFR have the need to have certain employees of HFR trained to be certified as Emergency Medical Technicians (EMTs); and

WHEREAS, Calhoun has the necessary qualification to facilitate the said training;

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work. Calhoun, through the Calhoun Workforce Solutions program (CWS), will facilitate the EMT program training (the "Training") for HFR participants. This training program will be conducted at the HFR Training Center located at 5365 Triana Blvd SW, Huntsville, AL 35805. The Training will be conducted by instructors provided by HFR under the supervision and guidance of a dedicated Project Manager provided by Calhoun. The Training will consist of 180 hours of classroom/theory and lab training and 45 hours of clinical training and will be provided for a maximum of thirty (30) participants.

CWS will provide a dedicated Project Manager to oversee the delivery of the EMT program (180-hour theory and lab/45-hour clinical). HFR will provide certified instructor(s) who are credentialed in the latest protocol to facilitate the training and clinical experiences. CWS's Project Manager will work collaboratively with HFR administration to ensure that the instructor(s) meet the minimum instructional qualifications in accordance with the Alabama State Board of Health, Alabama Department of Public Health Administrative Code, Chapter 420-2-1 Emergency Medical Services 420-2-1.32 (9) Instructor Requirements 2. Level 2 and 3 Course Instructor (i) High school diploma or GED. (ii) Current Alabama license as the level being taught or above, or currently licensed in Alabama as a physician. (iii) Certification from an EMS instructor course approved 62 by the OEMS, i.e. Level 1 NAEMSE, DOT Instructor Course, Alabama Fire College Instructor Course, DoD Instructor Course, AHA Core Instructor Course. (iv) Minimum of 3 years of prehospital field experience.

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

(v) Current CPR Instructor certification. (vi) Supervised probationary teaching experience for one entire course at the instruction level being taught. (vii) Approved by the Program Director and Medical Director.

HFR will provide textbooks, computers, and clinical laboratory space and equipment necessary to perform the practical and testing activities associated with the training. HFR will also provide all participants personal stethoscopes, trauma shears, uniform pants (black or navy blue), and shoes/boots (black). In addition, each participant is responsible for submitting a completed CWS health form prior to being accepted into the clinical portion of the training; this includes a physical exam, immunization tracking, drug screening and a background check. HFR is responsible for ensuring that drug screening and background check records are current (no more than 12 months old) and are available to CWS's Project Manager upon request.

CWS will supply Alabama Department of Postsecondary Education's (DPE's) copyrighted curriculum and instructor access to online materials. The course description is set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference. In addition, CWS will provide customized assessments that are designed to reflect the National Registry for Emergency Medical Technicians (NREMT) body of knowledge and serve as preparation for the certification exam. To protect the integrity of the curriculum and assessments for both parties, CWS personnel will proctor all assessments. Upon successful completion, participants will be qualified to challenge the NREMT board exam (NOTE: The NREMT exam is NOT a part of this scope of work).

CWS will provide each participant with two uniform shirts, a Platinum Planner, immunization and document tracking, malpractice insurance and EMS online testing in exchange for the variable cost fee.

Each participant will receive a certificate of completion from Calhoun Community College. HFR Administration will receive aggregated results of the participant evaluations. In addition, and for continuous improvement purposes, Calhoun will provide HFR Administration with individual and aggregated results of the customized assessments. Calhoun will ensure that all Family Educational Rights and Privacy Act (FERPA) guidelines are followed.

2.0 Period of Performance and Schedule: The initial Training session shall commence on or around August 1st, 2022 and be completed no more than 12 weeks from the commence date. Additional Training sessions will be coordinated as needed to commence no later than July 31st, 2025.

3.0 Contract Price: In consideration of the services rendered hereunder, the City shall pay to Calhoun for the work performed pursuant to the Scope of Work the amount of Four Thousand and no/100 Dollars ($4,000.00) plus One hundred forty and no/100 Dollars ($140.00) Variable Cost fee for each participant in the Training. The City shall pay Calhoun within thirty (30) days from the date of receipt of the monthly invoice from Calhoun.

4.0 Place of Performance: The contract will be performed primarily in Huntsville, Alabama.

5.0 Calhoun Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Calhoun and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Calhoun shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight

service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

John C. Calhoun Community College Attention: Richard Tyler Mosley P O Box 2216 Decatur, AL 35609	City of Huntsville Fire and Rescue Attention: Thomas Toone P O Box 308 Huntsville, AL 35804

7.0 Entire Agreement: The contract between the City and Calhoun consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Calhoun with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Civil Solutions.

8.0 Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.

9.0 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Calhoun.

10.0 No Waiver Clause: The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

12.0 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.

13.0 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 Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

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

15.0 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.

16.0 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.

17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

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

JOHN C. CALHOUN COMMUNITY COLLEGE

Attest:

_____

By :_____ Its: ____

CITY OF HUNTSVILLE
a municipal
corporation in the State
of Alabama

Attest:

_____
Kenneth Benion
Its: Clerk-Treasurer

By:_____
Tommy Battle
Its: Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Kenneth Benion, whose names as Mayor and City Clerk-Treasurer of The City of Huntsville, a municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the document, 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: _____

STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that____, whose name as_____of John C. Calhoun Community College, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same with full authority for and as the act of said entity on the day the same bears day.

GIVEN under my hand and official seal this the _____day of_____, 2022.

_____
Notary Public
My Commission Expires: _____

EMERGENCY MEDICAL TECHNICAL (EMT) PROGRAM

Course Description:

This course covers the current American Heart Association guidelines for CPR and EEC, providing all the practical information students need to succeed as an EMS professional. Using the National EMS Education Standards as a foundation, this content going beyond the Standards to provide the most current, accurate reflection of EMS practice today. Getting students to think like an EMT, the course integrates scientific principles in a way that is easy to understand, and a host of critical thinking features. The course is designed to prepare individuals to take the National Registry Emergency Medical Technicians (NREMT) Exam.

Length: 180 hours (theory/lab) + 45 hours (clinical experiences)

Course Outline:

Section 1 – Foundations

1. Introduction to Emergency Medical Services and the Health Care System
2. The Well-being of the EMT
3. Lifting and Moving Patients
4. Medical, Legal, and Ethical Issues
5. Medical Terminology and Anatomy and Physiology
6. Principles of Pathophysiology
7. Life Span Development

Section 2 – Airway Management, Respiration, and Artificial Ventilation

1. Airway Management
2. Respiration and Artificial Ventilation (Sample Chapter)

Section 3 – Patient Assessment

1. Scene Size-up
2. The Primary Assessment
3. Vital Signs and Monitoring Devices
4. Assessment of the Trauma Patient (includes history-taking specific to the trauma patient)
5. Assessment of Medical Patient (includes history-taking specific to the medical patient)
6. Reassessment
7. Critical Thinking and Decision Making
8. Communication and Documentation

Section 4 – Medical Emergencies

1. General Pharmacology
2. Respiratory Emergencies
3. Cardiac Emergencies
4. Diabetic Emergencies and Altered Mental Status

5. Allergic Reaction
6. Poisoning and Overdose Emergencies
7. Abdominal Emergencies
8. Behavioral and Psychiatric Emergencies and Suicide
9. Hematologic and Renal Emergencies

Section 5 – Trauma Emergencies

1. Bleeding and Shock
2. Soft Tissue Trauma
3. Chest and Abdominal Trauma
4. Musculoskeletal Trauma
5. Trauma to the Head, Neck, and Spine
6. Multisystem Trauma
7. Environmental Emergencies

Section 6 – Special Populations

1. Obstetric and Gynecologic Emergencies
2. Pediatric Emergencies
3. Geriatric Emergencies
4. Emergencies for Patients with Special Challenges

Section 7 – Operations

1. EMS Operations
2. Hazardous Materials, Multiple-Casualty Incidents, and Incident Management
3. Highway Safety and Vehicle Extrication
4. EMS Response to Terrorism

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0261

Department: EMA

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

Resolution authorizing the Mayor to execute an agreement with Mobile Communications America on behalf of Emergency Management for siren activation software maintenance and service.

Resolution No.

Finance Information:

Account Number: 3900-44-00000-515250-00000000-

City Cost Amount: $26,621.64 annually

Total Cost: $79,864.92

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:
Maintenance agreement for siren activation software.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Mobile Communications America, Inc. 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 "Communications Software Maintenance Service Agreement Between The Huntsville-Madison County EMA, and Mobile Communications America, Inc. Consisting of a total of three (3) pages, and the date of March 24, 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 _24th__ day of ___March_____, 2022.

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

APPROVED this the _24th_ day of ___March_____, 2022.

_____
Mayor of the City of
Huntsville, Alabama

Mobile Communications America

Huntsville/Madison County Emergency Management Agency
120B Fountain Circle
Huntsville, Alabama 35801
Attn: Director Jeff Birdwell
(256) 427-5130 - jeffrey.birdwell@huntsvilleal.gov

COMMUNICATIONS SOFTWARE MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 4/1/2022
between Mobile Communications America with principal offices at 3403 Governors Drive, Huntsville, AL 35805 (hereafter "MOBILE COMMUNICATIONS AMERICA") and; (the Customer) Huntsville-Madison County Emergency Management Agency (hereafter referred to as EMA)

This Agreement is an offer to purchase software maintenance service, for the systems related to siren activation. Mobile Communications America agrees to maintain the OptiWarn siren activation software on the computer equipment at EMA's Emergency Operations Center, Huntsville-Madison County Emergency Communications Center activation control points and each of the Remote Terminal Units, under the terms and conditions described in this agreement. Beginning on the effective date of this agreement, Mobile Communications America agrees to provide maintenance service to keep covered software and associated OptiWarn system in good working order.

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to pay to Mobile Communications America **$26,621.64** annually (State/Local taxes NOT included). Per this agreement, the customer will pay on an annual basis for a term of three (3) years totaling **$79,864.92**.

This service agreement will expire on: 3/31/2025. This agreement will not auto renew upon the expiration date.

Once the agreement is accepted, services may be added or adjusted however the services can not be reduced below the inital payment terms agreed upon when signed.

By signing this Agreement, customer agrees to accept software maintenance service for the above referenced equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the effective date of the Agreement. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

There are additional terms and conditions listed on the reverse of this page. These terms and conditions are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposal s or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The customer acknowledges that the customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions. Both Parties, signing below, agree to honor this contract for $26,621.64 /yr.

By: _____
Customer

_____
Title

_____
Date

By: _____
Mobile Communications America

Regional Sales Manager
Title

March 14, 2022
Date

Monday, March 14, 2022

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

THESE TERMS AND CONDITIONS APPLY TO ALL TRANSACTIONS EXCEPT LEASES, AND RENTAL AGREEMENTS, WHICH CONTAIN APPLICABLE TERMS AND CONDITIONS THEREIN.

1. ACCEPTANCE. This document is an offer by the Buyer, which will become a contract when acknowledged by the signature of the Mobile Communications America, Inc. & Subsidiaries (herein called "MCA") Order Editor, and the banking, negotiation or other use of the down payment shall not constitute an acceptance hereof by MCA. It is agreed that sales are made only on the terms and Seller shall not be bound by terms and conditions in Buyer's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of or payment for purchases hereunder shall constitute an acceptance of these terms and conditions. Any contract evidenced by this document is assigned to Mobile Communications of America, Inc.

2. DEFINITIONS. All references to Seller herein shall mean Infinity Technology Solutions, LLC, a wholly owned subsidiary of Mobile Communications of America, Inc. and all references to Buyer shall mean the Customer named on the other side of this document.

3. SHIPPING AND HANDLING. Shipping and Handling charges when shown separately on the quotation or proposal include (prepaid) domestic surface and air freight which will be included on the applicable invoice. (e.g. UPS, Parcel Post, Common Carrier.) Freight charges are subject to frequent change and in consideration of Seller's agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that Seller will NOT have to provide Buyer with any copies of carrier freight bills.

4. DELIVERY AND TITLE. Unless otherwise stated on the other side of this document, all deliveries are FOB manufacture's location. Shipping or delivery dates are best estimates only. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. Claims for shipment shortages shall be deemed waived unless presented to Seller in writing within forty-five (45) days of delivery of each shipment. IN NO EVENT SHALL SELLER BE LIABLE FOR INCREASED COSTS, LOSS OR PROFITS OR GOOD WILL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES due to late or non-delivery of products. Title to products sold shall pass to Buyer at the FOB point. Seller shall retain a security interest and right of possession in the products until Buyer makes full payment. Buyer agrees to cooperate in whatever manner necessary to assist Seller in perfection of said security interest upon request.

5. PACKAGING AND PACKING. All packaging and packing shall be in accordance with good commercial practice

6. PAYMENT. The Buyer shall make net payment to Seller in accordance with the terms stated in this document at Seller offices located at P.O. Box 37904, Dept #125 Charlotte, NC 28237-7904 or at such other places as the Seller may designate. Payment shall be made in no later than (30) days after the date of invoice for each product, accessory, service rendered or other charge unless stated otherwise on the other side of this document. Services rendered may include but not limited to, Coordination & Design Engineering, Completion of Staging, Percentage of Install Completion and Final Acceptance Additional terms subject to credit limit approval and may be subject to a 2.5% surcharge. All delinquent accounts are subject to a 1.5% monthly late fee, not to exceed 18% a year.

7. TAXES. Except for the amount, if any, of state and local tax stated on the other side of this document, the prices set forth herein are exclusive of any amount for Federal, State and/or Local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or Seller is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Buyer shall pay to Seller the full amount of any such increase no later than ten (10) days receipt of an invoice therefor.

8. TERMINATION AND CANCELLATION

A. Seller shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include but are not limited to strikes, acts of God, acts of the Buyer, interruptions of transportation or inability to obtain necessary labor, materials, or facilities, default of any supplier, or delays in FCC frequency, authorization or license grant. The delivery schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event Seller is unable to wholly or partially perform because of any cause beyond its control, Seller may terminate any contract without any liability to Buyer.

B. Buyer may by written notice to Seller within five (5) days of the date hereof cancel any contract arising hereunder, for other than the default of Seller and at its convenience, in which event Buyer shall pay Seller twenty percent (20%) of the total price for all products and accessories listed on the other side of this document as a restocking charge.

9. FCC MATTERS. The Buyer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules, and with the rules and regulations of any other federal, state, or local regulatory agency. Neither Seller nor any of its employees is an agent or representative of the Buyer in FCC matters or otherwise. Seller, however, may assist in the preparation of the license application if contracted to do so by the Buyer.

10. CONTROLLING LAW. This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of South Carolina

11. FINAL ACCEPTANCE. Failure to make a claim within seven (7) days after receipt of such product covered hereby shall constitute an irrevocable acceptance thereof.

12. LIMITATION OF LIABILITY. Seller's total liability is limited to the total price of the products sold hereunder. Buyer's sole remedy is to request Seller at Seller's option to either refund the purchase price, repair or replace product(s) that are not as warranted. In no event will Seller be liable for incidental or consequential damages. No action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon an open account.

13. WAIVER. The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or conditions or the future exercise of such right but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

14. GENERAL

A. Buyer acknowledges that it has read and understands these terms and conditions and agrees to be bound by them, that it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.

B. No modification hereof shall be binding upon Seller unless such modification is in writing signed by a duty authorized representative of Seller.

C. If any part is contrary to, prohibited by or deemed invalid under applicable laws or regulations, provision shall be deemed omitted to the extent so contrary prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

OptiWarn Priority Support

Overview

The purpose of Priority Support is to ensure Mobile Communications America provides timely resolutions to mission critical systems by ensuring a 24/7 response within 1 hour of the initial call for Priority Support. MCA will provide Huntsville Madison County Emergency Management Agency the emergency telephone number for an on-call technician.

Centralized Service Delivery

MCA will provide a Technical Services Department response as a single point of contact for all support issues, including communications between System Owner and Infinity Technology Solutions. When System Owner personnel call for support, the Technical Services Department will record, track, and update all Service Requests, Change Requests, Operator requests, and Service Incidents. The Technical Services Department is responsible for documenting inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident. As tickets are opened by the Technical Services Department , issues that require specific technical expertise and support will be routed to our Infinity Solutions Support Center (SSC) system technologists for Technical Support, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Support is provided Monday-Friday, 8am-5pm EDT. Primary support engineer will respond by phone or email within 24 hours to further clarify the issue and begin issue resolution.

Remote Support

Our support team must be able to log into the system to diagnose and analyze the issue and ultimately resolve the ticket. System Owner will provide remote internet access upon request to allow remote support and Infinity will provide LogMeIn.com account access. This access is 24/7 via the length of the contract and can be extended to System Owner personnel for everyday remote access. Ad-Hoc internet can be provided to System Owner for additional cost. Options include Verizon external LTE modem and Cradlepoint NetCloud external LTE modem with CJIS and HIPAA compliant security and include data.

System Upgrades

Software support for a period of 3 years. Includes coverage for both control points, 2 front end processors, 1 routing unit and 130 siren control points. Also included is a onetime InTouch Wonderware upgrade including support for 3 years, OptiWarn upgrade and support including complimentary upgrades at any time to the latest release. Note: 6 hours of engineering upgrade labor has been discounted by 100%.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0262

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Alabama Wildlife Federation, Inc.

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, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Alabama Wildlife Federation, Inc., 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 "Facility Use Agreement between the City of Huntsville and Alabama Wildlife Federation, Inc.", consisting of eight (8) pages, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ALABAMA WILDLIFE FEDERATION, INC.

This License Agreement (the "Agreement") is entered into this 24th day of March, 2022, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Alabama Wildlife Federation, Inc., an Alabama Nonprofit Corporation, (hereinafter referred to as "Alabama Wildlife Federation" or "Licensee").

1. Use of Premises and Timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Alabama Wildlife Federation a license to utilize that portion of the Butler Green Event Space, located at 2606 Clinton Avenue W., Huntsville, AL 35805, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for an event called "Alabama Wildlife Federation Wild Game Cook Off" (the "Event"). The purpose of the Event is to conduct a membership drive and raise funds for Licensee.

(b) Licensee may access the Premises for Event set-up starting at 12:00 noon on Wednesday, May 25, 2022, and continuing until 6:00 p.m. on Wednesday May 25, 2022. The Event shall commence at 6:00 p.m. on Thursday, May 26, 2022, and shall conclude no later than 9:00 p.m. Thursday, May 26, 2022. Take-down of the Event and restoration of the Premises shall begin immediately after the event and conclude no later than 10:00 p.m. on, May 26, 2022.

2. Alcoholic Beverages.

(a) Licensee intends that the Event will include the retail sale of alcoholic beverages for on-premises consumption. In such event, Licensee shall have secured all licensing necessary for such sale by at least one (1) week prior to the commencement date for the Event unless the time specified by the state's or City's alcoholic beverage control laws requires an earlier time. Failing therein, the sale or service of alcoholic beverages shall not be permitted for the Licensed Premises.

(b) Licensee agrees to prevent any person from leaving the licensed area while in possession of any alcoholic beverage and to prevent any person from bringing alcoholic beverages into the licensed area; and, to this end, the Huntsville Police Department may require security control at access points and appropriate signage.

(c) Licensee shall abide by all alcoholic beverage control laws of the state and City including the regulations of the Alabama Alcoholic Beverage Control Board. Licensee shall provide tamper-proof measures that identify persons of legal drinking age.

3. Restroom Facilities. There are no public restrooms located at the Premises. If restroom facilities are needed for the Event, Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed no later than Tuesday following the Event by 5:00 p.m. At least some of the units must meet ADA standards of accessibility.

4. Security. If the Huntsville Police Department determines that security is required for the Event, Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. The Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the Event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to City property, or the Premises, caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. Compliance with Laws. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department. The Premises is located in the Butler Green Arts and Entertainment District, and the Event will occur during regular hours that the district is open.

9. Licensing and Permits. Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required, if applicable, to hold the event and to sell and serve food and alcohol on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. Indemnification; non-liability. Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the Premises as more particularly set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 11 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. Insurance. Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

$1,000,000 Per Occurrence Limit
$1,000,000 Personal and Advertising Injury
$1,000,000 Products/Completed Operations
$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited except in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

14. Fee. Licensee shall pay to the City the sum of Four Hundred Fifty and no/100 Dollars ($450.00) for the use of the Premises.

15. Non-compliance. In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

16. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired

and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

17. Electronic Signatures. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

ATTEST

By: _____
Kenneth Benion
City Clerk-Treasurer

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

LICENSEE:
ALABAMA WILDLIFE FEDERATION, INC.

By: _____
Its: _____

Hall Ave NW
Stone R L Middle School
Clinton Ave W
Yellowhamm
Witchen A/C
Supply
Company
2610 Clinton Ave W,
Huntsville, AL 35805

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS RELATED TO CORONAVIRUS/COVID 19

The Alabama Wildlife Federation, Inc., ("Licensee") has entered into a Facility Use Agreement with the City of Huntsville for the use of Butler Green Event Space for May 25 and 26, 2022, for the Wild Game Cookoff event, including set up and take down, and executes this document as further consideration for the use of the said facilities.

Coronavirus Disease 2019 ("COVID-19") is present in Alabama and constitutes a public health emergency. The State Board of Health has designated it to be a disease of epidemic potential and a threat to the health and welfare of the public.

While medical knowledge of COVID-19 is evolving, the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, permanent disability, and even death.

Although the City of Huntsville ("City") has put into place various preventive measures to reduce the spread of COVID-19, it cannot prevent Licensee or Licensee's guests and other persons present at the Event ("attendees") from being exposed to, contracting, or spreading COVID-19 while utilizing the City's services and Facilities for the Event. It is not possible to prevent the presence of the disease. Licensee agrees to take all reasonable precautions for the safety of attendees and shall provide all effort to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the City's services and Facilities.

Licensee releases, absolves, and exonerates; covenants not to sue; and agrees to indemnify and hold harmless the City of Huntsville and all of its services, Facilities and grounds, its directors, officers, agents and employees against any and all liability, losses, claims, demands, actions, debts, expenses and causes of action of every name and nature for personal or bodily injury (including any resulting death), or other damages which may be sustained by any person, resulting from the exposure, infection, and/or spread of COVID-19, during, as a result of, incident to, or in any way arising out of the use of the Facilities. Said indemnification shall include but not be limited to reasonable attorney's fees and all court costs. This indemnification shall survive the Date of Event or earlier termination of this Agreement.

Licensee agrees to comply with any mandates of Alabama's Governor, State Health Officer, and/or the Alabama Department of Public Health with regard to COVID-19. In addition, Licensee agrees that attendees of Licensee's Event will be required to observe practices in keeping with State guidelines. Licensee understands and agrees that the law of the State of Alabama will apply to this agreement.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Alabama Wildlife Federation, Inc.

_____

Printed Name

_____

Signature

_____

Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0263

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Keel Point, LLC.

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, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Keel Point, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and Keel Point, LLC", consisting of eight (8) pages, and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KEEL POINT, LLC

This License Agreement (the "Agreement") is entered into this 24th day of March, 2022, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Keel Point, LLC, an Alabama limited liability company, (hereinafter referred to as "Keel Point" or "Licensee").

1. Use of Premises Timing and Road Closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize that portion of Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for an annual event called the "Keel Point Client Appreciation Event" (the "Event"), which shall be a food and music event for Licensee's clients

(b) Licensee may access the Premises for Event set-up on Tuesday, April 19, 2022, starting at 10:00 a.m. The one-day Event shall commence Tuesday, April 19, 2022 at 5:30 p.m. and shall conclude no later than Tuesday night at 9:00 p.m. The take-down of the Event and restoration of the Premises shall begin immediately after the Event and shall conclude by 10:00 p.m. that night. If the Event is postponed due to inclement weather, it will be moved to Thursday, April 21, 2022, according to the same time schedule set for the April 19th Event.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the Event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

3. Alcoholic Beverages. If Licensee (or Licensee's caterer) obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing attendees/others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

4. Restroom Facilities. There are no public restroom facilities located at the Premises. If restroom facilities are needed for the Event, Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed no later than two (2) days following the Event, by 5:00 p.m. At least some of the units must meet ADA standards for accessibility

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. Compliance with Laws. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the event and to sell and serve food on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. Indemnification; non-liability. Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the Premises as more particularly set forth in **Exhibit B**, which is attached here to and incorporated herein by reference. Licensee's duty to indemnify shall not apply to loss, injury, death, or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 11 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. Insurance. Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

$1,000,000 Per Occurrence Limit
$1,000,000 Personal and Advertising Injury
$1,000,000 Products/Completed Operations
$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited except in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors, and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

14. Fee. Licensee shall pay to the City the sum of Two Thousand and No/100 Dollars ($2,000.00) for the use of the Premises.

15. Non-compliance. In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

16. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e). The parties represent and warrant that they have full authority to enter into this Agreement.

17. Electronic Signatures. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

ATTEST

_____
Kenneth Benion
City Clerk-Treasurer

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

LICENSEE:
KEEL POINT, LLC

By: _____
Its: _____



EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS RELATED TO CORONAVIRUS/COVID 19

Keel Point, LLC ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West on April 19, 2022, with an alternate date of April 21, 2022, in the event of inclement weather, for the Keel Point Client Appreciation Event and executes this document as further consideration for the use of the said facilities.

Coronavirus Disease 2019 ("COVID-19") is present in Alabama and constitutes a public health emergency. The State Board of Health has designated it to be a disease of epidemic potential and a threat to the health and welfare of the public.

While medical knowledge of COVID-19 is evolving, the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, permanent disability, and even death.

Although the City of Huntsville ("City") has put into place various preventive measures to reduce the spread of COVID-19, it cannot prevent Licensee or Licensee's guests and other persons present at the Event ("attendees") from being exposed to, contracting, or spreading COVID-19 while utilizing the City's services and Facilities for the Event. It is not possible to prevent the presence of the disease. Licensee agrees to take all reasonable precautions for the safety of attendees and shall provide all effort to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the City's services and Facilities.

Licensee releases, absolves, and exonerates; covenants not to sue; and agrees to indemnify and hold harmless the City of Huntsville and all of its services, Facilities and grounds, its directors, officers, agents and employees against any and all liability, losses, claims, demands, actions, debts, expenses and causes of action of every name and nature for personal or bodily injury (including any resulting death), or other damages which may be sustained by any person, resulting from the exposure, infection, and/or spread of COVID-19, during, as a result of, incident to, or in any way arising out of the use of the Facilities. Said indemnification shall include but not be limited to reasonable attorney's fees and all court costs. This indemnification shall survive the Date of Event or earlier termination of this Agreement.

Licensee agrees to comply with any mandates of Alabama's Governor, State Health Officer, and/or the Alabama Department of Public Health with regard to COVID-19. In addition, Licensee agrees that attendees of Licensee's Event will be required to observe practices in keeping with State guidelines. Licensee understands and agrees that the law of the State of Alabama will apply to this agreement.

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Keel Point, LLC

_____

Printed Name

_____

Signature

_____

Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0264

Department: Human Resources

Subject: **Type of Action:** Introduction

Ordinance amending Budget Ordinance No. 21-867, by changing the authorized personnel strength in the department and fund.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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-

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 21-867, adopted and approved on March 24, 2022, is hereby amended for change in the authorized strength of the department, as follows:

In the City Council department, add a temporary, part-time Paid COH Intern position, grade 5.

ADOPTED this the ____ day of _____, 2022.

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

APPROVED this the ____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0265

Department: City Council

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

Resolution authorizing an additional appropriation to the North Huntsville Business Association (NHBA) for the purposes of achieving the designation of a Main Street Alabama Community.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 20,000

Total Cost: $ 20,000

Special Circumstances:

Grant Funded: $

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:
Shane Davis has committed the funds from his budget.

RESOLUTION NO. 22-_____

WHEREAS, North Huntsville Business Association (NHBA) was created with the intention of promoting a positive business environment while fostering opportunities that attract, connect and inspire ongoing economic and business development along the North Memorial Parkway corridor and within the North Huntsville Community; and

WHEREAS, in several areas within Huntsville, The Main Street Alabama program has been implemented and experienced great success by promoting economic development using the Four Point Main Street approach by leveraging public and private efforts to revitalize neighborhood commercial districts. It has been determined that the NHBA and the area it serves would benefit from participating in The Main Street Alabama program; and

WHEREAS, The City of Huntsville has resolved to support the goals of this local program; and

WHEREAS, NHBA is in need of additional funding for marketing (rebranding), community and business engagement, and to contract with consultants to assist in achieving the designation of a Main Street community; and

WHEREAS, Main Street Alabama requires evidence of both public and private sector financial support of the Main Street Program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Huntsville, Alabama, agrees that the City of Huntsville will provide an outside appropriation for matching funds of $20,000 for the Fiscal Year 2022.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0266

Department: Fire & Rescue

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

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

Resolution No.

Finance Information:

Account Number: 1000-42-42100-501010-00000000-

City Cost Amount: NTE $33,000

Total Cost: NTE $33,000

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 Ronnie Dodson, 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 Ronnie Dodson," consisting of two (2) pages plus three (3) additional pages consisting of Exhibit "A" and the date of March 24, 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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND RONNIE DODSON

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 24th day of March 2022, by and between Ronnie Dodson, an individual, ("Dodson") 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. Dodson shall be employed by the City of Huntsville as a Fire Training Officer and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of one (1) year commencing on April 1, 2022.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Dodson shall perform the duties and responsibilities of a Fire Training Officer and shall be under the direct supervision of the Chief of Training. Duties of the position of Fire Training Officer shall include all work described on Exhibit "A" attached hereto and incorporated by reference herein.

5. In consideration of the services rendered hereunder, City shall pay to Dodson the rate of $30.49 per hour not to exceed 29 hours per week with the total sum not to exceed $34,000 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Dodson shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Dodson shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Dodson shall have no authorization to incur any debt or obligation on behalf of the City.

_____
President of the City Council of
the City of Huntsville, Alabama
Date: March 24, 2022

6. Dodson must keep information he may receive during the performance of the work to be confidential in nature and not subject to disclosure unless approved by the Director of Training.

7. Except as specified herein, Dodson shall be subject to all policies applicable to part-time employees.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 24th day March, 2022.

_____
Ronnie Dodson, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Fire Training Officer

Class Title Fire Training Officer
Class Code 9018
Salary $43,804.80 - $66,747.20 Annually

Nature of Work
This is instruction work assisting in planning and conducting various training programs in the fire department.

Work involves responsibility for organizing and conducting a training program for new employees, supervisory and non-supervisory firefighting personnel. The incumbents are responsible for providing training in principles and advanced methods related to firefighting, hazardous materials, rescue and emergency medical service. Positions in this class are on call to respond to all major incidents including hazardous materials, structure fires, technical rescues and disasters to act as safety officer with responsibility for scene safety.

Essential and Marginal Functions of Work
Plans and conducts a comprehensive program of classes to train new employees, supervisory and non-supervisory personnel in the principles of fire suppression and the operation of fire vehicles and related equipment.

Researches and compiles information to be used in training; organizes training material for effective presentation.

Provide training in all aspects of fire suppression, in the operation of pumping equipment and principles of hydraulic; and in first aid, basic life support and rescue techniques.

Prepares instructional aids; observes firefighting operations; may photograph actual fire suppression activity for use as visual aid in class presentations.

Schedules participants for appropriate course work.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Coordinates fitness program for the department including fitness assessment, aerobic capacity, strength, muscular endurance, flexibility and body composition, conducts annual criteria task test exercise program and rehab program.

Coordinates training for Emergency Medical Service; may teach national and state certified E.M.T. classes to firefighters; schedules hospital and ambulance rotations of firefighters; maintain on-going classes to license E.M.T.'s; update curriculum as necessary; acts as liaison with local, regional and state agencies.

Knowledge, Skills and Abilities Required
Considerable knowledge of modern firefighting, rescue, basic life support and fire prevention techniques, methods, practices and equipment.

Considerable knowledge of hazardous materials, chemicals, and related characteristics of a wide variety of flammable, explosive, and similar materials.

Considerable knowledge of the laws and ordinances that pertain to fire prevention.

Considerable knowledge of fire department policies, rules, and regulations.

Considerable knowledge of principles of fire suppression.

Knowledge of Emergency Medical Technician practices and procedures.

Knowledge of the geography of the city, including principle buildings and hydrants.

Knowledge of principles and techniques involved in training and personnel development.

Ability to plan and conduct an effective fire and emergency medical technician training, program.

Ability to instruct fire personnel effectively, maintain discipline, and command the respect of subordinates.

Ability to express ideas clearly, both orally and in writing.

Skill in the operation and care of a personal computer.

Minimum Education, Training and Experience
High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency, supplemented by college-level course work in subjects related to fire prevention, fire suppression, emergency medical services and response, training and safety techniques and considerable experience in fire prevention and firefighting and emergency medical technician work, including experience in a supervisory capacity; or any combination of education, training and experience that demonstrates the above listed knowledge, skills and abilities.

Working Environment
Work is generally performed in a classroom setting or outdoor training environment. May receive specialized training to answer hazardous materials alarms with units designed to handle explosive, radioactive materials, acids, and flammable materials to ensure situation stabilization; operates necessary clean-up equipment. Work is performed in and around fire station, training room, fire apparatus, fire rescue vehicle, fire scene, emergency medical scene, and indoors or outdoors. Work exposes the employee to fumes, odors, smokes, gases, chemicals, mechanical mechanisms, toxic substances, radiation, communicable diseases, blood borne pathogens, moving traffic, electrical hazards, explosions, dangerous animals, extreme heights, unknown elements, life threatening conditions, irregular/protracted work hours, and extreme heat or weather conditions.

Physical Demands

Work requires frequent standing and regular, and at times, sustained performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, crouching, lying, crawling, kneeling, working with restricted and/or confined spaces, climbing, balancing on ladders, working at heights, and frequent to continuous lifting and carrying objects 50 pounds or over. Work requires physical dexterity in the frequent and/or continuous use of hand-eye coordination and manipulative skills using finger, limbs or body in the safe and/or productive operation of vehicles, equipment, machines and tools. Work requires the ability to push and pull fire hoses and ladders over rough surfaces, up and down inclines. Work requires working in restricted or confined positions working with physical hindrances requiring bending, stooping kneeling, reaching, crawling, and crouching for extended periods of time. Work requires ability to perceive and or discriminate colors, sounds, odor, and depth. Work requires ability to verbally communicate, attend to tasks without distractions, reason effectively, use effective judgment, maintain alertness and awareness, perform multiple concurrent tasks, exercise memory, learn, manage stress, function as a team member and operate office equipment.

Necessary Special Requirements
Must possess and maintain a valid driver's license.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0267

Department: **Natural Resources**

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement Between the City of Huntsville and Daniel Shea.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: NTE $34,000.00

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:

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DANIEL SHEA

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DANIEL SHEA

THIS AGREEMENT is made and entered into on the 24th day of March, 2022 by and between Daniel Shea, an individual, ("Shea") 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. Shea shall be employed by the City of Huntsville as a Special Employee in the Natural Resources Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Natural Resources Director. Shea's duties as a Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Shea at the rate of $80.00 per hour not to exceed 29 hours per week, with the total sum not to exceed $34,000 per calendar year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Shea shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Shea shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Shea shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period commencing on May 1st, 2022 and ending April 30, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

_____
PRESIDENT OR PRESIDENT PRO TEM OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: _____

5. The City shall provide Shea a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Shea shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Shea acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Shea 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.

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.

Daniel Shea

Daniel Shea, an individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Exhibit "A" Duties of the Natural Resources Environmental Compliance Specialist Special Employee

- To assist the Natural Resources technical staff with preparation of the 2022 annual local air pollution control program summary reports to ADEM and compiling the information required in that report.

- To assist Natural Resources technical personnel in preparing the FY 2022 Annual Report required by the NPDES Storm Water Discharge Permit held by the City of Huntsville.

- To assist the Director and technical staff of Natural Resources in developing strategies for ongoing implementation of the Storm Water Management Program Plan as required by the City's NPDES Storm Water Discharge Permit.

- As needed, to assist the Director and technical staff of Natural Resources in reviewing and updating the City of Huntsville Air Pollution Control Rules and Regulations to incorporate changes to State and Federal law since the last amendments to the City's regulations were adopted by the City Council.

- To assist the Senior Environmental Specialist in reviewing permit applications and preparing Major Source Operating Permits and Synthetic Minor Operating Permits, as needed.

- To assist the Natural Resources Director in preparing Air Program Grant Consolidated Quarterly Reports.

- To assist the Natural Resources Director in preparing the application and Work Plan for the FY 2023 EPA Air Program Grant.

- To update the Air Quality Data and Trends Report to incorporate data for years 2019, 2020, and 2021, perform the requisite statistical analyses and prepare the final document.

- To accompany Natural Resources technical staff and assist in conducting on-site industrial inspections of complex sources.

- To accompany Natural Resources technical staff and assist in conducting on-site BMP (Best Management Practice) inspections of select City of Huntsville facilities to ensure compliance with the City's NPDES storm water permit and with the SWMPP (Storm Water Management Program Plan).

- To perform related work as required.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0268

Department: Finance

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

Introduction of an Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** TMP-1412

Department: Finance

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

Introduction of an Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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--____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Article IV, Division 2, *Procurement*, of Chapter 2, *Administration*, of the Code of Ordinances, City of Huntsville, is hereby amended to read as follows:

Section 1. Section 2-181: the definition of "Financial Interest" is amended to read as follows:

Financial interest means:

(1) Ownership of any interest or involvement in any relationship from which or as a result of which a person within the past year has received or is presently or in the future entitled to receive more than $5,000.00 per year, or its equivalent.
(2) Ownership of more than five percent of any property or business; or
(3) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Section 2. Sections 2-184(d)(2) and (3) are amended to read as follows:

(2) *Small purchases of $5,000.00 up to the bid limit.* Insofar as it is practical, as determined by procurement services, for small purchases of $5,000.00 up to the amount required for competitive bids, written competitive prices will be solicited from at least three businesses. Award shall be made to the responsive and responsible business offering the lowest quoted price. Such written quotes shall be maintained as a public record.

(3) *Small purchases under $5,000.00.* Procurement services shall adopt operational procedures for making small purchases of $5,000.00 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply or service being purchased. Further, such operational procedures shall require the proper accounting for the funds expended and facilitate an audit of the small purchase made.

Section 3. With the exception of the amendments made herein, all other portions of Chapter 2, Article IV of the Code of Ordinances, City of Huntsville, Alabama shall remain unchanged and in full force and effect.

Section 4. This ordinance shall become effective upon its adoption and approval.

ORDINANCE NO. 22--____

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0269

Department:

Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance amending the prices for lots in Cummings Research Park.

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, the City Council of the City of Huntsville, Alabama, establishes prices for the sale of land in CummingsResearch Park West; and

WHEREAS, the members of the Research Park Board, HuntsvilleAlabama, have heretofore caused to be made a number of studies bythe Urban Development Department and the Chamber of Commerce staff dealing with the continued development and financing of Cummings Research Park West; and

WHEREAS, the Research Park Board met on September 27, 2021,and adopted a resolution making recommendations to the City Council concerning prices for lots in Cummings Research Park West;

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

Section 1: That the price for the sale of land owned by the Cityof Huntsville, Alabama, in Cummings Research Park West, is hereby declared to be as follows:

Effective as of June 1, 2022:

(1)	Interior Lots	$71,500/acre
(2)	Boulevard Non-Access Lots	$90,500/acre
(3)	Boulevard Access Lots	$95,700/acre
(4)	Lakefront Lots	$108,900/acre

Section 2: Based on previous agreements, the entities listed on Attachment "A" may purchase land in Cummings Research Park West at the current land prices in effect prior to the effective date of this ordinance if a bona fide sales contract is delivered to the office of the City Attorney of the City of Huntsville or office Urban and Economic Development by no later than June 1, 2022.

ADOPTED this the _____ day of April, 2022.

_____

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

APPROVED this the _____ day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

ATTACHMENT "A"

The following entities may purchase land in Cummings Research Park West at the current land prices in effect prior to the effective date of this ordinance if a bona fide sales contract is delivered to the office of the City Attorney of the City of Huntsville or the office of Urban and Economic Development by no later than June 1, 2022.

Blue Origin Alabama, LLC
Vision Composite Products, LLC
GaN Corporation
Nou Systems, Inc.
Quantum Research Corporation, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0270

Department: Fleet

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

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. 20-_____

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by Fleet 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, Alabama; and signed by the Director of Fleet Services, conveyance of the title to the personal property, when applicable. All proceeds of which will be deposited into to the City of Huntsville Fleet Capital account. Said documents shall be permanently kept on file in the City Clerk-Treasurer's Office. Said personal property is described as follows:

DEPARTMENT# 4100- POLICE
011857- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V08X144918
011865- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V18X144930
011866- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V38X144931
DEPARTMENT# 5200- LANDSCAPE
050538- 2014 TORO ZERO TURN MOWER- SERIAL# 314000292
093229- 2007 ALAMO EAGLE 15" MOWER- SERIAL# 0231
DEPARTMENT# 5400- PUBLIC TRANSIT
030534- 2010 EL DORADO SHUTTLE BUS- VIN# 1N9TBAC64AC084126
DEPARTMENT# 5500- PUBLIC WORKS
021080- 1997 FORD F800 DUMP TRUCK- VIN# 1FDYF80E8VVA41087
021137- 1999 GMC TANDEM DUMP TRUCK- VIN# 1GDV7H4C7XJ518966
021424- 1997 FORD DUMP TRUCK- VIN# 1FDYL90E7VVA33206
050354- 2000 GRADALL GRADING MACHINE- SERIAL# 41451
080180- 1998 FONTAINE LOWBOY TRAILER- VIN# 4LF4S5339W3506101
DEPARTMENT # 5550- SANITATION
030558- 2013 AUTOCAR GARBAGE TRUCK- VIN# 5VCACA8F5DH212714

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

ATTEST:

_____
Kenneth Benion
Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0271

Department:

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $56,000.00

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:

Department:

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same. Ordinance No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $56,000.00

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:

22-_____

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

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, consisting of approximately 0.04 acres, more or less, and as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Broadway Westside Square, LLC, an Alabama limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

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

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Broadway Westside Square, LLC, attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Broadway Westside Square, LLC, in exchange for Fifty-Sis Thousand and No/100 Dollars ($56,000.00); and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, the Subject Property having been appraised and valued at $56,000.00, finds said compensation is fair and reasonable compensation for the Subject Property; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Broadway Westside Square, LLC; and

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

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

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

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, and to convey the Subject Property to Broadway Westside Square, LLC pursuant to the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and

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

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

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the 14th day of April, 2022.

_____
President or President Pro Tem of the City Council of the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Tommy Battle, Mayor

EXHIBIT "A"
(Legal Description of Subject Property)

All that part of Section 36, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as follows:

Commencing at a point located South 14 Degrees 18 Minutes 36 Seconds East, a distance of 4587.94 feet from the Northwest Corner of said Section 36; said point of Commencement is also described as being located at the intersection of the centerlines of Spragins Street and Spring Street; thence South 35 Degrees 59 Minutes 31 Seconds East, a distance of 348.72 feet to the Point of Beginning;

thence from the Point of Beginning, South 31 Degrees 45 Minutes 00 Seconds East, a distance of 51.43 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 140.44 feet, a chord bearing and distance of North 08 Degrees 08 Minutes 33 Seconds East, 18.20 feet;

thence North 14 Degrees 36 Minutes 39 Seconds East, a distance of 10.20 feet;

thence North 19 Degrees 06 Minutes 34 Seconds East, a distance of 10.20 feet;

thence North 23 Degrees 36 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 28 Degrees 06 Minutes 23 Seconds East, a distance of 10.20 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 129.96 feet, a chord bearing and distance of North 34 Degrees 50 Minutes 26 Seconds East, 20.38 feet;

thence North 41 Degrees 35 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 46 Degrees 04 Minutes 41 Seconds East, a distance of 10.20 feet;

thence North 50 Degrees 34 Minutes 33 Seconds East, a distance of 11.63 feet;

thence South 57 Degrees 14 Minutes 28 Seconds West, a distance of 94.16 feet back to the Point of Beginning and containing 0.04 Acres, more or less.

EXHIBIT "B"
(Purchase and Sale Agreement)

[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Broadway Westside Square, LLC]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **Broadway Westside Square, LLC**, an Alabama limited liability company, or its permitted assigns ("Purchaser") effective as of this _____ day of _____, 2022 (the "Effective Date").

WHEREAS, the City owns that parcel of real property lying in Huntsville, Madison County, Alabama, located on the northwest corner of Fountain Circle, consisting of approximately 0.04 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and incorporated herein, and as depicted in Exhibit "B" attached hereto and incorporated herein (collectively, the "Property"); and

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), which amount is non-refundable, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 0.04 acres, more or less, as more particularly described in Exhibit "A" attached hereto and as depicted in Exhibit "B" attached hereto, together with any and all structures, fixtures and other improvements thereon and all rights, interests, privileges, tenements and hereditaments appurtenant thereto, but reserving unto Seller all easements or rights of way of record (the "Property").

2. Purchase Price. The purchase price for the Property shall be Fifty-Six Thousand and NO/100 Dollars ($56,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

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

4. Inspection Period. Purchaser shall have up to forty-five (45) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the

sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with Section 14 below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall immediately provide the Seller with copies of all Reports performed, and shall restore the Property to the same condition as existed prior to the Inspection Period.

5. Closing Conditions. Seller's obligation to convey the Property to Purchaser is contingent upon the Property being declared as "Surplus" by the City Council of the City of Huntsville (the "City Council") and upon approval of this Agreement by the City Council.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Wilmer & Lee, P.A ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

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

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

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

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

(v) Satisfaction of any and all leasehold rights held on the Property.

7. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be

prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

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

9. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

10. Final Subdivision Plat; Additional Easements. The parties shall work in good faith with one another to have the Property subdivided or re-subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Additionally, the parties understand that certain additional easements in favor of the City may be necessary, and Purchaser agrees to grant and convey to the City those certain utility and drainage easement(s) and/or greenway/pedestrian easement(s) as may reasonably required by the City ("Additional Easements") over those certain portions of the Property as mutually agreed upon by the parties. In the event any Additional Easements are necessary, the parties agree to cooperate with one another to have the Additional Easements depicted on the Plat, and allowing for the Additional Easements to be dedicated to the City by Plat. However, should the City, in its sole discretion, determine that it is necessary to acquire the Additional Easements by or through separate recordable instrument, Purchaser agrees to cooperate with the City in its efforts, and shall promptly execute such instruments, which shall be prepared and recorded at the City's expense. The Plat shall be recorded, at Purchaser's expense, in the Office of the Judge of Probate of Madison County, Alabama on or within one hundred twenty (120) days after the Closing Date.

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

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

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

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

If to Seller:	The City of Huntsville Attn: Jim McGuffey and Shane Davis 320 Fountain Circle Huntsville, AL 35801 Ph: (256) 427-5300 Email: jim.mcguffey@huntsvilleal.gov shane.davis@huntsvilleal.gov
With a copy to:	Katie Beasley Wilmer & Lee, PA 100 Washington Street Huntsville, Alabama 35801 Ph: (256)533-0202 Email: kbeasley@wilmerlee.com
If to Purchaser :	Broadway Westside Square, LLC Attn: Mr. Bob Broadway; Lisa Hawkins 216 West Side Square Huntsville, Alabama 35801 Ph: (256) 533-7287 Email: Bob.Broadway@broadwaygroup.net
With a copy to:	Harrison & Gammons, P.C. Attn: Attn: Bethany H. Sneed 2430 L & N Drive Huntsville, Alabama 35801 Ph: (256) 533-7711 Email: bethany@harrisongammons.com

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

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

17. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

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

19. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein and in accordance with the terms of the Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

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

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

23. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

24. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of its representation of Seller and, for purposes of this

transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

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

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

PURCHASER:

Broadway Westside Square, LLC, an Alabama limited liability company

By: _____
Robert M. Broadway, Manager

WITNESSED:

By: Bernadette Barnes Date: 3/15/22

Exhibit "A"
(Legal Description of the Property)

All that part of Section 36, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as follows:

Commencing at a point located South 14 Degrees 18 Minutes 36 Seconds East, a distance of 4587.94 feet from the Northwest Corner of said Section 36; said point of Commencement is also described as being located at the intersection of the centerlines of Spragins Street and Spring Street; thence South 35 Degrees 59 Minutes 31 Seconds East, a distance of 348.72 feet to the Point of Beginning;

thence from the Point of Beginning, South 31 Degrees 45 Minutes 00 Seconds East, a distance of 51.43 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 140.44 feet, a chord bearing and distance of North 08 Degrees 08 Minutes 33 Seconds East, 18.20 feet;

thence North 14 Degrees 36 Minutes 39 Seconds East, a distance of 10.20 feet;

thence North 19 Degrees 06 Minutes 34 Seconds East, a distance of 10.20 feet;

thence North 23 Degrees 36 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 28 Degrees 06 Minutes 23 Seconds East, a distance of 10.20 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 129.96 feet, a chord bearing and distance of North 34 Degrees 50 Minutes 26 Seconds East, 20.38 feet;

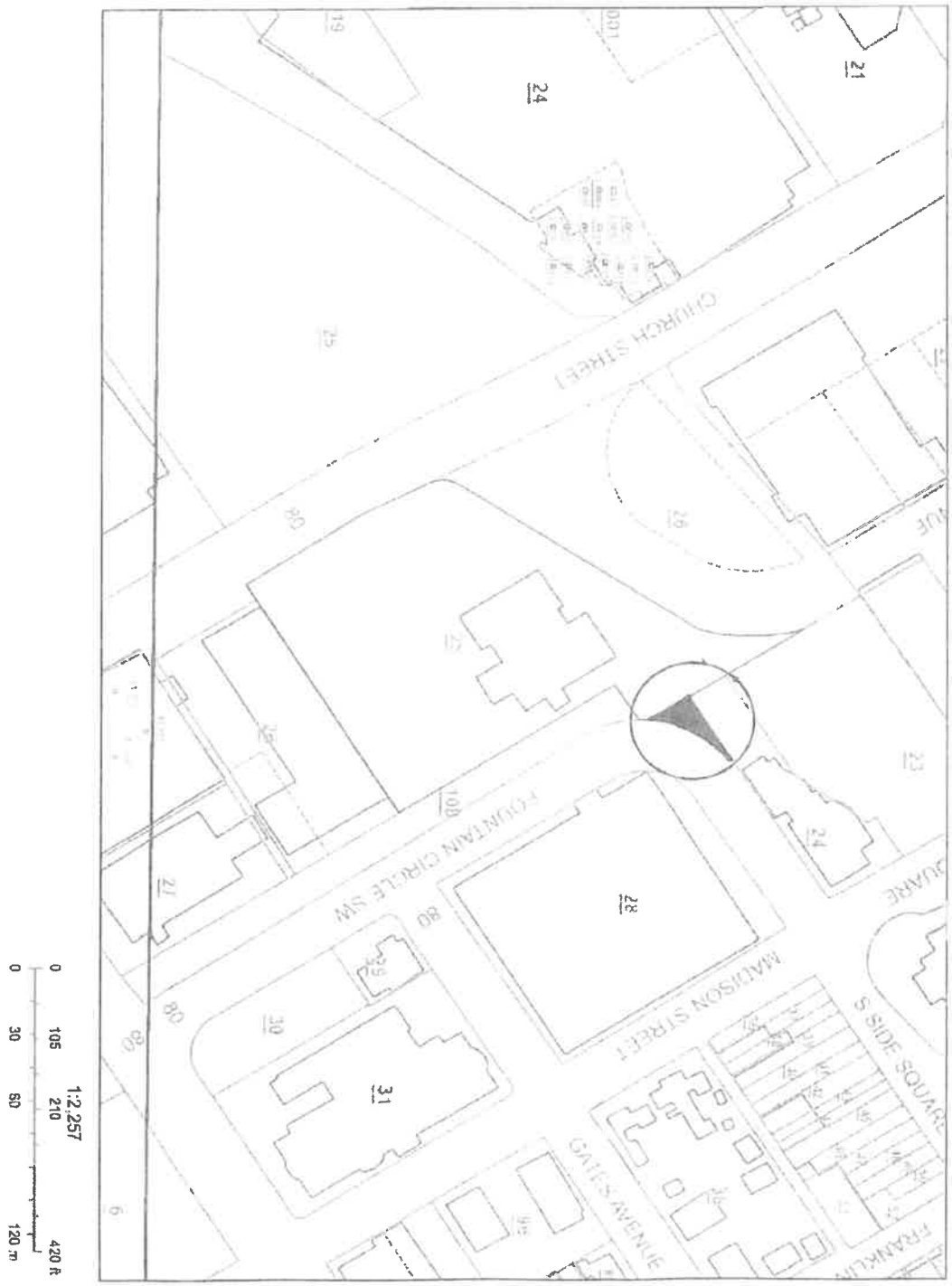
thence North 41 Degrees 35 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 46 Degrees 04 Minutes 41 Seconds East, a distance of 10.20 feet;

thence North 50 Degrees 34 Minutes 33 Seconds East, a distance of 11.63 feet;

thence South 57 Degrees 14 Minutes 28 Seconds West, a distance of 94.16 feet back to the Point of Beginning and containing 0.04 Acres, more or less.

Exhibit "B"
(Tax Map of Property)



308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0272

Department:

Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $39,300.00

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:

Department:

Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $39,300.00

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:

Ordinance No. 22-_____

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

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, consisting of approximately 13,100 square feet or 0.30 acres, more or less, and as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, GLENN COPE HOMES, INC., an Alabama corporation, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

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

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Glenn Cope Homes, Inc., attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Glenn Cope Homes, Inc., in exchange for Thirty-Nine Thousand Three Hundred and No/100 Dollars ($39,300.00); and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, the Subject Property having been appraised and valued at $39,300.00, finds said compensation is fair and reasonable compensation for the Subject Property; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Glenn Cope Homes, Inc.; and

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

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

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

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, and to convey the Subject Property to Glenn Cope Homes, Inc. pursuant to the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and

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

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

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the _____ day of April, 2022.

_____
Tommy Battle, Mayor

_____
President or President Pro Tem of the City Council of the City of Huntsville, Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

TRACT 1 (813 Orchard Street, PPIN 21376):

All that part of the Northeast quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as beginning at an iron stake on the west margin of Orchard Street; said point of beginning is further described as being South 89 degrees 00 minutes East, 6.75 feet, and South 1 degree 00 minutes West, 1203.37 feet from the Southeast corner of Lot 29, Block H of the DeMasters and Buford Subdivision as recorded in Plat Book 1, page 90, Probate Records, Madison County, Alabama; thence from the point of true beginning, South 87 degrees 00 minutes West, 170.51 feet to an iron stake on the East margin of L&N Railroad right-of-way; thence along the East margin of said Railroad right-of-way, South 15 degrees 23 minutes West, 81.06 feet to an iron stake; thence North 87 degrees 20 minutes East, 190.56 feet to an iron stake on the West margin of Orchard Street; thence along the West margin of said street, North 1 degree 00 minutes East, 78.21 feet to the point of true beginning.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W

Thence N 82°32'28" W a distance of 627.27 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described

Thence S 88°30'04" W a distance of 68.29 feet along the south property line to a point on the acquired right of way line

Thence following the acquired right of way line curvature thereof an arc length of 77.50 feet (said arc having a chord bearing of N 06°53'47" W, in a counter-clockwise direction, a chord distance of 77.48 feet and a radius of 1135.00 feet) to a point on the north property line

Thence N 87°50'55" E a distance of 80.49 feet along the north property line to a point on Orchard Street existing right of way line

Thence S 02°05'57" W a distance of 78.21 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.132 acres, more or less.

AND ALSO:

TRACT 2 (815 Orchard Street, PPIN 126879):

Lot 2, Block 286, Blue Spring Street, less and except 50 feet taken evenly off the north side of said lot located in the City of Huntsville, Madison County, Alabama.

Said real estate is further described as follows: All that part of Section 26, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, and more particularly described as commencing at a 1' by 1' concrete fence post at the northeast comer of Deed Book 359, Page 377, and a comer on the westwardly boundary of Lincoln Park Subdivision as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 5, Page 73; thence along the westwardly boundary of said Lincoln Park Subdivision South 0 degrees 11 minutes 00 seconds West 211.95 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks; thence leaving the westwardly boundary of said Lincoln Park Subdivision South 88 degrees 22 minutes 04 seconds West 165.05 feet to a PK nail found with 1 inch metal disk stamped 10099 Wilbanks in the approximate centerline of Orchard Street; thence leaving the approximate centerline of said Orchard Street South 88 degrees 22 minutes 04 seconds West 15.00 feet to a point on the west right-of-way of said Orchard Street; thence along the west right-of- way of said Orchard Street South 0 degrees 17 minutes 06 seconds West 24.15 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks which is the point of beginning. Thence form the point of beginning South 0 degrees 17 minutes 06 seconds West 73.90 feet to a 1 5/8'' outside diameter pipe found; thence South 86 degrees 02 minutes 04 seconds West 164.22 feet to a 1 inch outside diameter pipe found on the West margin of a railroad; thence along the West margin of said railroad North 13 degrees 42 minutes 39 seconds East 83.64 feet to a 1 1/8 inch x 7/8 inch bar found; thence leaving the West margin of said railroad North 88 degrees 24 minutes 52 seconds East 144.42 feet to the point of beginning and containing 0.27 acres, more or less. Subject to easements recorded or unrecorded.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

> Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W
>
> Thence N 75°32'44" W a distance of 639.34 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described
>
> Thence S 87°50'55" W a distance of 80.49 feet along the south property line to a point on the acquired right of way line
>
> Thence following the acquired right of way line curvature thereof an arc length of 78.68 feet (said arc having a chord bearing of N 10°50'19" W, in a counter-clockwise direction,

a chord distance of 78.66 feet and a radius of 1135.00 feet) to a point on the north property line

Thence S 89°46'21" E a distance of 97.93 feet along the north property line to a point on existing Orchard Street right of way line

Thence S 02°05'57" W a distance of 73.90 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.154 acres, more or less.

EXHIBIT "B"
(Purchase and Sale Agreement)

[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Glenn Cope Homes, Inc.]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **Glenn Cope Homes, Inc.,** an Alabama corporation, or its assigns ("Purchaser") effective as of this 2nd day of March, 2022 (the "Effective Date").

WHEREAS, the City owns those two parcels of real property located in Huntsville, Madison County, Alabama, identified by Madison County Tax Assessor Records as PPIN 21376 and PPIN 126879, and together consisting of approximately 13,100 square feet, or 0.30 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property"); and

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), which amount is non-refundable, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 0.30 acres, more or less, and as more particularly described in Exhibit "A" attached hereto, together with any and all structures, fixtures and other improvements thereon and all rights, interests, privileges, tenements and hereditaments appurtenant thereto, but reserving unto Seller all easements or rights of way of record (the "Property").

2. Purchase Price. The purchase price for the Property shall be Thirty-Nine Thousand Three Hundred and NO/100 Dollars ($39,300.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

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

4. Inspection Period. Purchaser shall have up to forty-five (45) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including

without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with Section 14 below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall immediately provide the Seller with copies of all Reports performed, and shall restore the Property to the same condition as existed prior to the Inspection Period.

5. Closing Conditions. Seller's obligation to convey the Property to Purchaser is contingent upon the Property being declared as "Surplus" by the City Council of the City of Huntsville (the "City Council") and upon approval of this Agreement by the City Council.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Wilmer & Lee, P.A ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

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

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

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

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

7. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

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

9. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

10. Final Subdivision Plat; Additional Easements. The parties shall work in good faith with one another to have the Property subdivided or re-subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Additionally, the parties understand that certain additional easements in favor of the City may be necessary, and Purchaser agrees to grant and convey to the City those certain utility and drainage easement(s) and/or greenway/pedestrian easement(s) as may reasonably required by the City ("Additional Easements") over those certain portions of the Property as mutually agreed upon by the parties. In the event any Additional Easements are necessary, the parties agree to cooperate with one another to have the Additional Easements depicted on the Plat, and allowing for the Additional Easements to be dedicated to the City by Plat. However, should the City, in its sole discretion, determine that it is necessary to acquire the Additional Easements by or through separate recordable instrument, Purchaser agrees to cooperate with the City in its efforts, and shall promptly execute such instruments, which shall be prepared and recorded at the City's expense. The Plat shall be recorded, at Purchaser's expense, in the Office of the Judge of Probate of Madison County, Alabama on or within one hundred twenty (120) days after the Closing Date.

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

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

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

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other overnight delivery service

(i.e., FedEx or UPS), or (iii) using electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller: The City of Huntsville
Attn: Jim McGuffey and Kelly Davis
320 Fountain Circle
Huntsville, AL 35801
Ph: (256) 427-5300
Email: jim.mcguffey@huntsvilleal.gov
kelly.davis@huntsvilleal.gov

With a copy to: Katie Beasley
Wilmer & Lee, PA
100 Washington Street
Huntsville, Alabama 35801
Ph: (256)533-0202
Email: kbeasley@wilmerlee.com

If to Purchaser : Glenn Cope Homes, Inc.
Attn: Mr. Glenn Cope
~~202 Westchester Avenue SW~~ P.O. Box # 18213
Huntsville, Alabama ~~35801~~ 35804
Ph: 256-227-3700
Email: glenn.cope@comcast.net

With a copy to: _____
Attn: _____
_____
_____
Ph: _____
Email: _____

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

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

17. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation,

merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

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

19. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein and in accordance with the terms of the Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

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

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

23. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

24. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of its representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

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

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Kenneth Benion, Clerk-Treasurer

Date: _____

[*Purchaser's Signature Page to Purchase and Sale Agreement*]

PURCHASER:

Glenn Cope Homes, Inc., an Alabama corporation

By: _____
Robert Glenn Cope, Jr., President

WITNESSED:

By: _____ Date: _____

Exhibit "A"
(Legal Description of the Property)

TRACT 1 (813 Orchard Street, PPIN 21376):

All that part of the Northeast quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as beginning at an iron stake on the west margin of Orchard Street; said point of beginning is further described as being South 89 degrees 00 minutes East, 6.75 feet, and South 1 degree 00 minutes West, 1203.37 feet from the Southeast corner of Lot 29, Block H of the DeMasters and Buford Subdivision as recorded in Plat Book 1, page 90, Probate Records, Madison County, Alabama; thence from the point of true beginning, South 87 degrees 00 minutes West, 170.51 feet to an iron stake on the East margin of L&N Railroad right-of-way; thence along the East margin of said Railroad right-of-way, South 15 degrees 23 minutes West, 81.06 feet to an iron stake; thence North 87 degrees 20 minutes East, 190.56 feet to an iron stake on the West margin of Orchard Street; thence along the West margin of said street, North 1 degree 00 minutes East, 78.21 feet to the point of true beginning.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W

Thence N 82°32'28" W a distance of 627.27 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described

Thence S 88°30'04" W a distance of 68.29 feet along the south property line to a point on the acquired right of way line

Thence following the acquired right of way line curvature thereof an arc length of 77.50 feet (said arc having a chord bearing of N 06°53'47" W, in a counter-clockwise direction, a chord distance of 77.48 feet and a radius of 1135.00 feet) to a point on the north property line

Thence N 87°50'55" E a distance of 80.49 feet along the north property line to a point on Orchard Street existing right of way line

Thence S 02°05'57" W a distance of 78.21 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.132 acres, more or less.

AND ALSO:

TRACT 2 (815 Orchard Street, PPIN 126879):

Lot 2, Block 286, Blue Spring Street, less and except 50 feet taken evenly off the north side of said lot located in the City of Huntsville, Madison County, Alabama.

Said real estate is further described as follows: All that part of Section 26, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, and more particularly described as commencing at a 1' by 1' concrete fence post at the northeast comer of Deed Book 359, Page 377, and a comer on the westwardly boundary of Lincoln Park Subdivision as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 5, Page 73; thence along the westwardly boundary of said Lincoln Park Subdivision South 0 degrees 11 minutes 00 seconds West 211.95 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks; thence leaving the westwardly boundary of said Lincoln Park Subdivision South 88 degrees 22 minutes 04 seconds West 165.05 feet to a PK nail found with 1 inch metal disk stamped 10099 Wilbanks in the approximate centerline of Orchard Street; thence leaving the approximate centerline of said Orchard Street South 88 degrees 22 minutes 04 seconds West 15.00 feet to a point on the west right-of-way of said Orchard Street; thence along the west right-of- way of said Orchard Street South 0 degrees 17 minutes 06 seconds West 24.15 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks which is the point of beginning. Thence form the point of beginning South 0 degrees 17 minutes 06 seconds West 73.90 feet to a 1 5/8'' outside diameter pipe found; thence South 86 degrees 02 minutes 04 seconds West 164.22 feet to a 1 inch outside diameter pipe found on the West margin of a railroad; thence along the West margin of said railroad North 13 degrees 42 minutes 39 seconds East 83.64 feet to a 1 1/8 inch x 7/8 inch bar found; thence leaving the West margin of said railroad North 88 degrees 24 minutes 52 seconds East 144.42 feet to the point of beginning and containing 0.27 acres, more or less. Subject to easements recorded or unrecorded.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

> Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W
>
> Thence N 75°32'44" W a distance of 639.34 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described
>
> Thence S 87°50'55" W a distance of 80.49 feet along the south property line to a point on the acquired right of way line
>
> Thence following the acquired right of way line curvature thereof an arc length of 78.68 feet (said arc having a chord bearing of N 10°50'19" W, in a counter-clockwise direction,

a chord distance of 78.66 feet and a radius of 1135.00 feet) to a point on the north property line

Thence S 89°46'21" E a distance of 97.93 feet along the north property line to a point on existing Orchard Street right of way line

Thence S 02°05'57" W a distance of 73.90 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.154 acres, more or less.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** 2022-0274

Department: Engineering

Subject: **Type of Action:** Unanimous Consent

Introduction of an Ordinance amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas.

Ordinance No. 22-226

Finance Information:

Account Number: NA

City Cost Amount: No City Funds Involved.

Total Cost: $

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: 22-226

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

Section 1. Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama ("City") is hereby amended by adding the following Article VIII:

ARTICLE VIII. – MAINTENANCE AREAS

DIVISION 1. – PLATTED LANDS

Sec. 12-500. – Coverage; findings; purpose.

(a) *Coverage*.

(1) This division is intended to govern lands that require final plat or boundary plat approval pursuant to the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama.

(2) Except in the case of lands which are subject to post-construction stormwater management controls, platted lands which were already subject to a recorded common area maintenance agreement entered into with the city prior to the adoption of this article, which includes for private subdivisions, shall be grandfathered under and subject to the already existing common area maintenance agreement, which includes any further subdivision or resubdivision of said lands. Subsequent platting of said grandfathered lands shall contain plat notes suitable in form and content to the city attorney which are similar to or consistent with those required under section 12-502(a)(2) and (3) below, and the mayor of the city, on behalf of the city, is hereby authorized, directed and empowered to enter into and execute, as may be appropriate, such documents or plat notes as may be necessary or appropriate in connection with said agreement and corresponding plat note.

(b) *Findings and purpose*.

(1) In connection with lands that are to be platted in accordance with the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama, there are areas within a subdivision/development that will contain certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private maintenance, which if not properly performed would negatively impact upon the public health, safety, morals and general welfare, including those of the general public as well as the residents and occupants of the subdivision/development. The city is desirous of establishing a maintenance agreement as a means to facilitate the performance of the private maintenance obligations for a subdivision/development and a means whereby the city may, but is not obligated to, perform what would otherwise be private responsibilities, and to receive reimbursements therefor so as to prevent the expenditure of municipal funds so as to prevent burdening the general taxpayers with the cost of said maintenance.

(2) Section 10.4 of The Zoning Ordinance of the City of Huntsville, Alabama, concerning private streets and private subdivisions, as one of the conditions for approval, requires in section 10.4.3. the following: "Adequate provision must be made, as shown on the approved plan, for maintenance of private streets, private accessways and common areas to the standard practiced in the city for maintenance of public streets and areas by use of a homeowners association or other agreement approved by the city attorney." The city is desirous of establishing a maintenance agreement that fulfills said condition for approval.

(3) As a condition of final plat or boundary plat approval, section 2.11 of the City of Huntsville Stormwater Management Manual requires private owners to enter into an agreement with the city in order to perform, or provide for, certain long-term maintenance obligations in connection with the post-construction stormwater management program plan. The city is desirous of establishing a maintenance agreement that will satisfy said requirement.

Sec. 12-501. – Definitions. The following words, terms, and phrases, when used in this division shall have the following meanings ascribed to them in this section, unless the context clearly indicates a different meaning.

Maintenance area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) subdivision/development, which includes private subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the subdivision/development, which common areas include those designated on the plat as "Common Area", "Common Property", or other similar words to that effect;

b. In the case of a single lot subdivision/development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) subdivision/development: Areas that are or will be designated on the final/boundary plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are subject to post-construction stormwater management controls, that will not be or are not within a public easement in favor of the city or will not be or are not dedicated to and accepted by the city as public; and

d. In the case of private subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas dedicated, denominated or used as a maintenance area for the subdivision/development or any other real property, after the lands have been final/boundary platted.

Post-construction stormwater management controls mean and refer to post-construction stormwater management structural and non-structural controls, and a schedule for periodic inspections, required in accordance with the city's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private subdivision means and refers to a subdivision/development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Subdivision/development means and refers to the platted lands or lands to be platted, as such lands are now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

Sec. 12-502. – Maintenance agreement required for plat approval.

(a) *Requirement*. As an express condition precedent to approval by the Planning Commission of the City of Huntsville, Alabama, of any final/boundary plat of any real property located within City's planning jurisdiction, which contains a maintenance area, is or is proposed to be a private subdivision, or is subject to post-construction stormwater management controls:

(1) Each owner, who is the grantee in each deed or other conveyance recorded in the real estate records in the office of the judge of probate of the county in which the lands of the subdivision/development are located, of the fee simple title to all or any portion of the lands embraced by the subdivision/development (excluding, however, (i) any governmental entity owning any interest in any lands within said subdivision/development dedicated to and accepted by the public such as public streets and rights-of-way and (ii) any person holding any interest in such lands solely as security for the performance or satisfaction of any obligation), shall enter into a *maintenance agreement and access easement* with the city that is substantially in the form and substance as hereinafter set forth; and

(2) The holder of any lien or encumbrance which grants title (including as a contract purchaser but only if said interest is of record) to all or any portion of the lands embraced by the final/boundary plat shall execute an acknowledged ratification on the face of such plat so as to give full force and effect to said *maintenance agreement and access easement*; and

(3) The final plat/boundary plat shall contain a plat note suitable in form and content to the city attorney or his/her designee which incorporates by reference said *maintenance agreement and access easement*.

(b) *Mayor authorized*. The mayor is hereby authorized, directed and empowered to enter into and execute said *maintenance agreement and access easement*, and corresponding plat note, on behalf of the City for each such final/boundary plat.

(c) *Maintenance agreement and access easement*. The following *maintenance agreement and access easement*, which shall constitute a covenant running with the land as to the real property made the subject of such plat, shall be incorporated by reference into each such plat:

STATE OF ALABAMA)
:
COUNTY OF _____)

MAINTENANCE AGREEMENT AND ACCESS EASEMENT

This **MAINTENANCE AGREEMENT AND ACCESS EASEMENT** ("Agreement"), is made and entered into as of the _____, day of _____, 20__, by and between/among _____ (hereinafter referred to as "Developer(s)") and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City")(referred to collectively hereinafter as "Parties"):

WITNESSETH:

WHEREAS, Developer(s) is the owner of the real property described in **Exhibit "A"** attached hereto (the "Developer Property"), which is embraced by the Final Plat/Boundary Plat of the _____ Subdivision/Development (the "Plat"), a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, Developer(s) intends to subdivide or develop the Developer Property into lots or units for development, sale or lease and may subdivide, resubdivide or develop the Developer Property into phases and may add additional property to the Subdivision/Development (the "Subdivision/Development"); and

WHEREAS, Developer(s) has submitted said Plat to the Planning Commission of the City of Huntsville, Alabama (the "Planning Commission") for its approval; and

WHEREAS, the Subdivision/Development will include certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private upkeep, including their maintenance, operation, repair, replacement, inspection, or restoration, which private upkeep will not be at public expense; and

WHEREAS, based on the findings and purpose set forth in Section 12-500(b) of the Code of Ordinances of the City of Huntsville, Alabama (hereinafter referred to as "City Code"), which section is incorporated herein by reference as if fully set forth herein, and as consideration for and in connection with the approval of the Subdivision/Development in accordance with Chapter 12, Article III, Division 1 of the City Code, the Parties are desirous of entering into this Agreement.

NOW, THEREFORE, for and in consideration of (a) the premises which are deemed a material part of this Agreement and, by this reference, are incorporated herein, (b) the mutual agreements, covenants, provisions and terms of this Agreement set forth herein, (c) the execution, acknowledgment and delivery of this Agreement by the Parties hereto, and (d) other good and

valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged by City and Developer(s), and intending to be legally bound hereby, City and Developer(s) agree and covenant with and unto each other, as follows:

Section 1. Definitions.

(a) **In general**. The following capitalized and non-capitalized words, terms and phrases when used in this Agreement, including the foregoing premises, shall have the meanings/rules of construction ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words “shall” and “will” are mandatory, and “may” is permissive. Words not defined shall be given their common and ordinary meaning:

(1) *General terms/rules of construction.*

City means and refers to the City of Huntsville, Alabama, and where necessary to perform the acts contemplated hereinafter, shall include its officials, officers, employees, contractors, and agents.

City Engineer means and refers to the Director of Engineering of the City and his/her designees or subordinates.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

a. "And" indicates that all the connected terms, conditions, provisions or events apply.

b. "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

c. "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Include. The term *include*, including its derivations, does not limit a term to a specified example.

Maintenance Area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) Subdivision/Development, which includes Private Subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the Subdivision/Development, which common areas include those designated on the Plat as “Common Area”, "Common Property”, or other similar words to that effect;

b. In the case of a single lot Subdivision/Development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a

residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the Plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) Subdivision/Development: Areas that are or will be designated on the Plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are identified on the *Post-Construction Stormwater Management Program Plan*, that are not or will not be within a public easement in favor of the city or will not be or are not dedicated to and accepted by the City as public;

d. In the case of Private Subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas as hereinafter provided for in Section 9.

Post-Construction Stormwater Management Program Plan means and refers to the plan set forth in **Exhibit "C"** attached hereto, as such plan may be amended at any time and from time to time, which plan includes post-construction activities related to stormwater drainage features identified therein that will require performance of post-construction stormwater management, including structural and non-structural controls, and a schedule for periodic inspections, in accordance with the City's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private Owner means and refers to any person or entity who is the grantee in each deed or other conveyance recorded in the real estate records in the Office of the Judge of Probate of the County in which the Subdivision/Development is located of the fee simple title to all or any portion of the real property embraced by the Subdivision/Development, except for and excluding (i) a Public Owner and (ii) a Security Owner. This term "Private Owner" by definition shall include any owner of the Maintenance Area including an Association contemplated by Section 8. below.

Private Owners' Lot/Unit means and refers to any lands within the Subdivision/Development owned by Developer(s) or a Private Owner other than the Public Areas.

Private Subdivision means and refers to a subdivision or development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Public Areas mean and refer to any lands, including improvements situated thereon, within the Subdivision/Development dedicated/conveyed to and accepted by/on behalf of the public such as public streets and rights-of-way, public greenways, and public easements.

Public Owner means and refers to any governmental entity owning any interest in any Public Areas.

Security Owner means and refers to any person or entity holding any interest in the Subdivision/Development solely as security for the performance or satisfaction of any obligation; *provided, however*, in the event a Security Owner succeeds to the right, title and interest of a Private Owner in and to any portion of the Subdivision/Development for any reason (whether by nonjudicial foreclosure, judicial foreclosure, conveyance in lieu of foreclosure or otherwise) then, in that event, and from and after the date of acquisition of title, said Security Owner shall become a Private Owner as to such portion of the Subdivision/Development and thus subject to the duties, liabilities, obligations and responsibilities of a Private Owner under this Agreement.

Subdivision/Development shall have the same meaning ascribed to it in the premises and shall mean and refer to the Developer Property as now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

(2) *Definitions concerning Maintenance Obligations***.** The following capitalized terms are Maintenance Obligations included under this Agreement:

General Maintenance means and refers to general maintenance, repair and upkeep, including control of grass and weeds, removal of junk and litter, and pest and rodent control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of Public Areas.

Private Amenities Maintenance means and refers to the maintenance of all present or future private improvements, amenities, and features, including bath houses, fountains, lakes, walkways, trails, lighting, signage, ways, parking lots, playgrounds, ponds, pools, recreational areas and equipment, tennis courts, swimming pools, and other water features; which maintenance shall include General Maintenance, Water Quality Control, and any such other maintenance required to prevent the property from becoming a nuisance.

Private Drainage Feature Maintenance means and refers to the maintenance of all present or future private detention or retention ponds, culverts, drains, pipes, swales, berms, ditches, and other private drainage systems or improvements, which are: (1) denominated on the Plat as being private, (2) which are not within a public drainage easement, or (3) which have not been dedicated to and accepted by the City as public; which maintenance shall include: General Maintenance, Water Quality Control, SWMPP Maintenance, and maintenance of the side slopes, erosion and siltation/sedimentation control, security, water levels, and any such other maintenance necessary for aesthetics, functionality and safety.

Private Subdivision Improvements Maintenance means and refers to maintenance, operation, replacement, repair and restoration of all present or future private infrastructure within a Private Subdivision, whether within or without a Maintenance Area, that is to be privately owned, operated, and maintained for the use and benefit of

the Subdivision/Development rather than being dedicated/conveyed to and accepted by the City as public, including: (1) private drainage systems and features, including detention or retention ponds, culverts, drains, pipes, swales, berms, and ditches, (2) private rights-of-way, streets, access ways and alleys inclusive of all improvements thereon and appurtenant thereto such as sidewalks, signage and lighting, (3) private sanitary sewer facilities inclusive of all infrastructure and equipment appurtenant thereto, and (4) any other private infrastructure now existing or hereafter established; which maintenance, operation, replacement, repair and restoration shall include General Maintenance, Water Quality Control, Private Drainage Feature Maintenance, and any and all maintenance, operation, restoration, replacement and repair necessary for aesthetics, functionality and safety.

Public Improvements Maintenance means and refers to the maintenance of all public drainage improvements or features including public detention or retention ponds, culverts, drains and ditches and other public improvements, which maintenance shall include General Maintenance and Water Quality Control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of public easements.

Repair/Restoration Maintenance means and refers to the repair/restoration of the Maintenance Area, including the private streets and private ways and improvements thereon, which repairs or restorations are necessitated due to the City's construction, maintenance or repair of any public infrastructure such as sanitary sewer and storm drainage infrastructure within said Maintenance Area. Such repair/restoration shall include restoration of landscaping, curb and gutter repairs, maintenance of any temporary pavement, final asphalt patching or replacement of improvements. The City shall only be obligated to bring any required fill materials to grade.

SWMPP Maintenance means and refers to the obligations set forth in Subsection 2(d) below.

Water Quality Control means and refers to the control of water quality for algae, pond scum and any other such similar conditions.

Section 2. Maintenance Obligations.

(a) Developer(s) and each Private Owner shall be jointly and severally responsible for the continuous and proper maintenance, operation, replacement, repair or restoration of any and all Maintenance Areas, including Public Areas situated thereon, and the Private Subdivision Improvements, within the Subdivision/Development, without expenditure of municipal funds (the "Maintenance Obligations").

(b) Such Maintenance Obligations shall be in conformance with all applicable laws, regulations, standards and specifications, now existing or hereafter established, including section 10.4 of the Zoning Ordinance, the subdivision regulations, state nuisance laws, City ordinances and codes governing nuisances, and the Stormwater Management Manual, as such may be

superseded or amended from time to time; and conformance with same shall be as determined by the City.

(c) Such Maintenance Obligations include: (i) within the Maintenance Area, General Maintenance, Water Quality Control, Public Improvements Maintenance, Private Drainage Feature Maintenance, Private Subdivision Improvements Maintenance, Private Amenities Maintenance, and Restoration/Repair Maintenance, and (ii) without the Maintenance Area, Private Subdivision Improvements Maintenance.

(d) SWMPP Maintenance includes each of the following "Post-Construction Stormwater Management Program Plan Obligations" as additional Maintenance Obligations:

(1) Inspections that are required pursuant to the Post-Construction Stormwater Management Program Plan, which inspections shall be performed annually, or at such other frequency as the City Engineer may require or allow, by a properly qualified credentialed inspector (QCI) or a qualified credentialed professional (QCP), as defined by the Alabama Department of Environmental Management (ADEM), to insure compliance with the Post-Construction Stormwater Management Program Plan, including its design standards and maintenance requirements;

(2) Remediation, in a manner as may be approved or prescribed by the City Engineer, of deficiencies identified by an inspection, including inspections performed by or on behalf of the City, which remediation may include replacement, repair, restoration, or mitigation work, and which remediation shall be completed upon verification by an engineer's report within forty five (45) days after the date of the inspection, or such additional time as the City Engineer may allow; provided, however, if the inspection identifies a public safety or public health hazard, then the remediation shall be performed immediately; and

(3) Retention of inspection reports and remediation efforts reports for a period of five years, which shall be provided to the City Engineer upon request.

Section 3. Default in Maintenance Obligations. Upon the failure of Developer(s) or a Private Owner to perform said Maintenance Obligations, and after any notice and opportunity to cure required by Section 7. hereof, the City shall have the right but not the obligation to perform, or have performed on its behalf, the Maintenance Obligations, in whole or part, and shall have the right to receive joint and several full reimbursement from Developer(s) and each Private Owner the costs of such Maintenance Obligations and the costs of collection of the same as set forth in Section 5. below.

Section 4. Grant of Access and Maintenance Easement. Developer(s), for itself and for each Private Owner, Public Owner and Security Owner, hereby grants City, and City's authorized agents, contractors, and employees, a continuous, permanent and irrevocable right of entry, access, ingress and egress easement across, along, over, under and through the Maintenance Area, drives, ways, private utility or drainage easements, and other portions of the Subdivision/Development unimproved with a building/structure in order to perform as contemplated in this Agreement, and in accordance with applicable federal, state, and local laws

governing post-construction stormwater management, as such laws may be amended or superseded from time to time, including: (a) inspection of the Maintenance Area or Private Subdivision Improvements; and (b) upon default by Developer(s) or a Private Owner of the Maintenance Obligations, to perform the Maintenance Obligations whenever City deems necessary. The easement contained herein shall run with the land as a burden to the Subdivision/Development and shall pass with the conveyance of all or any portion thereof, whether specifically referred to or not in any said conveyance.

Section 5. Recovery of Maintenance Obligations Costs and Collection Costs. In the event that City performs any Maintenance Obligations, City shall have the unconditional right to recover jointly and severally from Developer(s) or any one or more or all of the Private Owners (a) the costs and expenses of all labor, equipment, fuel, materials, services, supplies and similar items used in such performance ("Maintenance Obligations Costs"), and (b) the sum of all costs, disbursements and expenses (including reasonable attorneys and engineering fees) incurred in collecting the same, together with all statutory pre- and post-judgment interest ("Collection Costs").

Each Private Owner, by the acceptance of a conveyance for such Private Owners' Lot/Unit, whether or not expressed in such conveyance, is hereby deemed to agree and covenant to pay to City the Maintenance Obligations Costs and Collection Costs. All such Maintenance Obligations Costs and Collection Costs shall be both (a) the personal obligation of the Private Owner at the time when the Maintenance Obligations Costs and Collection Costs are incurred by City and (b) a charge and lien on such Private Owners' Lot/Unit.

The City shall be reimbursed for all Maintenance Obligations Costs and Collection Costs within twenty (20) days after City's written demand for the same.

As security for the prompt and faithful payment of the Maintenance Obligations Costs and the Collection Costs, City shall have, and is hereby granted, a lien (the "City Lien") against both the Maintenance Area and each Private Owners' Lot/Unit, which City Lien is and shall be paramount and prior to all liens on the Maintenance Area and each Private Owners' Lot/Unit except for and subject to (a) the lien for current and future ad valorem taxes and (b) the lien of a construction or first mortgage held by an institutional or private lender.

In the event Developer(s) or any Private Owner shall fail to pay City the Maintenance Obligations Costs and the Collection Costs after said written demand for the same, City may pursue any one or more remedies for collection of the same (legal, equitable or otherwise) concurrently or consecutively (despite any defense of election of remedies or similar doctrines) including a suit for money damages against Developer(s) or one or more or all of Private Owners or enforcement of the City Lien against the Maintenance Area or any one or more of the Private Owners' Lots/Units, whether by nonjudicial foreclosure, judicial foreclosure or otherwise.

Section 6. Reimbursement of Maintenance Obligations Costs and Collection Costs.

(a) Subject to Subsection (b), any Private Owner (including Developer(s)) who has paid to City any Maintenance Obligations Costs and Collection Costs shall have the unconditional right to recover jointly and severally from any other Private Owner (including Developer(s)) the

amount by which such paying Private Owner's payment to City exceeds his/her/its "Prorata Share". As used herein, the term "Prorata Share" means a fraction, (a) the numerator of which is one and (b) the denominator of which is the total number of Private Owners' Lots/Units within the Subdivision/Development, including lots within phases that have received final/boundary plat approval, and lots within phases which have not been finaled in which case the calculation is based on the lots as shown on the Plat or, in the case of a condominium development, on the recorded condominium plat; excluding however the Maintenance Area.

For example, and for illustration purposes only, assuming (i) the total Maintenance Obligations Costs and Collection Costs incurred by City in one instance is $20,000.00, (ii) the total number of Private Owners' Lots within the Subdivision/Development are 50, and (iii) "Private Owner Smith" has paid City $1,000.00 for Maintenance Obligations Costs and Collection Costs, then "Private Owner Smith" may recover from one or more of the remaining Private Owners (including Developer(s)) up to each other Private Owner's Prorata Share the aggregate sum of $600.00 calculated as follows:

$$\$1,000.00 – (\$20,000.00 \times 1/50) = \$600.00$$

A Private Owner's right of reimbursement from any one or more other Private Owners (including Developer(s)) shall in no way defeat, impair, prevent or prohibit City's recovery of Maintenance Obligations Costs and/or Collection Costs from Developer(s) or any Private Owner.

(b) The right of prorata reimbursement does not apply in the case of a single lot Subdivision/Development that is an apartment complex with leasehold units.

Section 7. Notice and Cure. Except in the event of an immediate threat to the public health, safety, morals, general welfare or to public property in which event the City shall not be required to give Developer(s) or any then-current Private Owner within the Subdivision/Development any notice or opportunity to cure, the City shall not perform the Maintenance Obligations until it has first given Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the Subdivision/Development notice of (a) the need to perform Maintenance Obligations identified in the notice and (b) thirty (30) days after the date of such notice within which to cure and perform the same, subject to the right of the City Engineer, at his/her discretion, to grant an extension of the cure period for good cause shown upon written request. Such notice may be given in City's absolute and sole discretion and option in any one of the following ways:

(a) By posting written notice upon the Maintenance Area; or

(b) By written notice given by (i) personal delivery, or (ii) overnight commercial courier, or (iii) facsimile transmission or (iv) United States First Class Certified Mail, postage prepaid, Return Receipt Requested, and addressed to the Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the Subdivision/Development, as appears from the then-current records in the Office of the Tax Assessor of the County in which the Subdivision/Development is located; or

(c) By written notice left at the residence of the principal of the Developer(s) or the residence of the authorized agent of the Association or the residence of any then-current Private Owner within the Subdivision/Development; or

(d) Publication of ten (10) days written notice in a newspaper of general circulation published in the City or in the County in which the Subdivision/Development is located.

Section 8. Association/Restrictions/Other Maintenance.

(a) Nothing contained in this Agreement shall be construed or deemed as prohibiting the Developer(s) or the Private Owners from: (1) forming an owners, homeowners, condominium owners, business owners, or residence association (the "Association"), or (2) creating and establishing covenants, restrictions or restrictive covenants (the "Restrictions"), for the benefit, construction, governance, insurance, maintenance, operation, repair or regulation, of the Subdivision/Development, the Maintenance Area or Private Subdivision Improvements. Such Association or Restrictions may, *inter alia*, establish and impose construction, governance, insurance, maintenance, operating, repair or regulatory obligations and responsibilities equal to or greater than those set forth in this Agreement, but shall not abrogate, impair, hinder, lessen or extinguish those imposed by this Agreement, nor shall they affect or supersede the City's rights and remedies under this Agreement.

(b) Nothing contained in this Agreement shall be construed to affect private maintenance responsibilities which are outside the scope of this Agreement.

Section 9. Additional Areas. In the event that any portion of the Subdivision/Development that is not designated as Maintenance Area on the Plat is/are hereafter dedicated, denominated or used as a Maintenance Area for the Subdivision/Development or any other real property, then such other portions shall be *ipso facto* included within the term "Maintenance Area" and subjected to this Agreement.

Section 10. Termination of Developer(s)'s Liability. Notwithstanding anything contained in this Agreement to the contrary, each Developer(s)'s liability under this Agreement will terminate when that Developer(s) is no longer a Private Owner.

Section 11. Remedies Cumulative/No Third-Party Beneficiaries.

(a) The City's rights and remedies under this Agreement shall be in addition to any other rights and remedies it might now or hereafter have under any federal, state or local law.

(b) This Agreement shall not be construed or applied to confer any rights or benefits to third-parties.

Section 12. Authority and Power. Each party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this Agreement.

Section 13. Recordation. This Agreement shall be recorded by City at Developer(s)'s prepaid expense in the real estate records in the Office of the Judge of Probate of each County in which the Developer(s) Property is located.

Section 14. Covenants Running with the Land. This Agreement and each of its agreements, covenants, provisions and terms are covenants running with the land as to the Developer(s) Property and the Subdivision/Development and shall be binding on City, Developer(s) and Private Owners (and, if applicable, Association) and all persons and entities claiming through or under them for a period of twenty-five (25) years from the date this Agreement is filed for record in the Office of the Judge of Probate of the County in which the Subdivision/Development is located, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the City, Developer(s) and a majority of the then Private Owners has been filed for record in such Probate Judge's Office, agreeing to abolish or amend this Agreement in whole or in part.

Section 15. No Liability. Anything in this Agreement to the contrary notwithstanding, it is expressly agreed, intended and understood that (a) neither City nor any Public Owner nor any Security Owner has any duty, liability, obligation or responsibility to maintain or repair the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development, (b) in no event shall this Agreement be construed to impose any such duty, liability, obligation or responsibility on the City or on any Public Owner or on any Security Owner, (c) the operation, maintenance and repair of the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development is at all times the direct and sole duty, liability, obligation and responsibility of Developer(s) and each Private Owner, and (d) neither the City nor the Public Owners nor their respective agents, employees or assigns, shall be liable to Developer(s) or any Private Owner or any other person or entity for (i) the manner in which any of them exercise, or for the failure or refusal of any of them to exercise any authority or right granted to them herein, whether discretionary or not; (ii) the failure or refusal of Developer(s) or any Private Owner to comply with any of the agreements, covenants, provisions and terms hereof; or (iii) the failure or refusal of City to enforce any one or more of the agreements, covenants, provisions and terms hereof against Developer(s) or any Private Owner, and their respective heirs, personal representatives, successors or assigns.

Section 16. Miscellaneous.

(a) *Entire Agreement/Merger*. This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including the Plat), embodies the entire agreement, intent and understanding of City and Developer(s) as to the transactions contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between City and Developer(s) as to such transactions, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between City and Developer(s) as to such transactions not contained herein are and shall be null and void, unenforceable and of no force and effect.

(b) *Applicable Law/Jurisdiction/Venue*. This Agreement is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison

County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Severability*. If, for any reason or no reason, any agreement(s), covenant(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Developer(s) or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(d) *Binding Effect*. City's and Developer(s)'s respective heirs, personal representatives, successors and assigns (including, but not limited to, the Private Owners and the Association) shall be fully bound by this Agreement and each and every agreement, covenant, provision and term hereof just as they are bound. Each and every agreement, covenant, provision and term of this Agreement inures, and shall inure, to the benefit of City, it successors and assigns, and shall be binding upon or inure to the benefit of the Developer(s) and its heirs, personal representatives, successors and assigns (including the Private Owners and the Association).

(e) *Amendment, etc.* Neither this Agreement nor any agreement, covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any estoppel, novation or waiver regarding the same be effectuated, without City, Developer(s), and a majority of the then Private Owners (and, if applicable, the Association), first executing a writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver.

(f) *Captions*. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(g) *Incorporation of Exhibits*. This Agreement hereby incorporates by reference and makes a part hereof all exhibits referred to herein and appended hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

[Insert signature and acknowledgements of the parties]

Section 2. City of Huntsville Ordinance No. 04-874, as amended by City of Huntsville Ordinance No. 05-712, is hereby repealed, which ordinance(s) was included in the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama in section 1.8 thereof.

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 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama