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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, February 24, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Pastor Troy Garner with The Fellowship of Faith Church

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Jennie Robinson

3. APPROVAL OF THE AGENDA

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

2022-0174 Minutes of Regular Meeting of the City Council held February 10, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

5. MAYOR: SPECIAL RECOGNITIONS

a. **2022-0130** Presentation of Lifesaving Medals.

Sponsors: Police

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Resolutions for Approval and Presentation

a. **2022-0131** Resolution recognizing Chef Adyre Mason for her recent achievements and ongoing success.
Resolution No. 22-108

Sponsors: Keith

Attachments: Resolution Honoring Chef Mason.docx

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2022-0132** Presentation by Community Development Manager, Scott Erwin, providing Council an update on the Choice Neighborhoods Initiative (CNI).

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

a. **2022-0133** Ordinance authorizing a Lease Agreement between the City and The Public Building Authority of the City of Huntsville (the "PBA") and approving a trust indenture, the bonds described herein, and various other instruments and agreements respecting the PBA's Lease Revenue Bonds, Series 2022, to be issued for construction of a new city hall facility within the City for lease by the PBA to the City under the said Lease Agreement.
Ordinance No. 22-109

Sponsors: Finance

Attachments: Huntsville PBA - City Authorizing Ordinance (City) - Series 2022 4887-6253-9279 Word
HSV PBA Series 2022 Bonds 4887 Complete

9. PUBLIC HEARINGS TO BE HELD

a. **2022-0172** Public hearing on the zoning of 1.24 acres of land lying on the west side of Mohawk Road and north of Olmstead Road to Residence 1-A District; and consideration of Ordinance No. 22-06 pertaining to the same. (Set January 13, 2022 Regular Council Meeting)
Ordinance No. 22-06

Sponsors: Planning

Attachments: Buford Zoning

b. **2022-0134** Public hearing on the zoning of 1.00 acre of land lying on the west side of County Line Road and south of Old Hwy 20 to Highway Business C-4 District; and consideration of Ordinance No. 22-08 pertaining to same. (Set January 13, 2022, Regular Council Meeting)
Ordinance No. 22-08

Sponsors: Planning

Attachments: County Line Map.pdf
County Line Zoning.pdf

c. **2022-0135** Public Hearing on the vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Set January 13, 2022, Regular Council Meeting) (Mazda Toyota)

Sponsors: Planning

Attachments: SetPublicHearing.VacofROW.MazdaToyota.pdf
Consenting to Vacation of ROW.MazdaToyota.Res.pdf
Vacation of Right-a-Way.MazdaToyota.Ordinance.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2022-0136** Resolution to set a public hearing on the vacation of a right-of-way along Cecil Ashburn Drive; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set March 24, 2022, Regular Council Meeting)
Resolution No. 22-110
Resolution No. 22-111
Ordinance No. 22-112

Sponsors: Planning

Attachments: Cecil Ashburn ROW Setting Public Hearing res.pdf
Cecil Ashburn ROW After Public Hearing res.pdf
Cecil Ashburn ROW Ordinance.pdf

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember Jennie Robinson

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2022-0137** Resolution authorizing expenditures for payment.
Resolution No. 22-113

Sponsors: Finance

Attachments: Resolution - Expenditures
Expenditures - Complete

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2022-0138** Resolution appointing Acacia Moore to the Beautification Board, Place 5, to fill a vacancy due to the passing of Cynthia Masucci for the remainder of a vacant three (3) year term to expire September 30, 2024. (Nominated February 10, 2022, Regular Council Meeting)
Resolution No. 22-114

Sponsors: Akridge and Kling

Attachments: A. Moore Appointment Beautification Board.docx

16. BOARD APPOINTMENT NOMINATIONS

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

a. **2022-0139** Resolution No. 22-10, consenting to the vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Introduced January 13, 2022, Regular Council Meeting) (Mazda Toyota)
Resolution No. 22-10

Sponsors: Planning

Attachments: SetPublicHearing.VacofROW.MazdaToyota.pdf
Consenting to Vacation of ROW.MazdaToyota.Res.pdf
Vacation of Right-a-Way.MazdaToyota.Ordinance.pdf

b. **2022-0140** Ordinance No. 22-11, vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Introduced January 13, 2022, Regular Council Meeting) (Mazda Toyota)
Ordinance No. 22-11

Sponsors: Planning

Attachments: SetPublicHearing.VacofROW.MazdaToyota.pdf
Consenting to Vacation of ROW.MazdaToyota.Res.pdf
Vacation of Right-a-Way.MazdaToyota.Ordinance.pdf

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-0141** Ordinance No. 22-107, annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road. (Introduced February 10, 2022, Regular Council Meeting)
Ordinance No. 22-107 - WITHDRAWN

Sponsors: Planning

Attachments: Shaw Trust Annexation

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. **2022-0142** Resolution authorizing travel expenses.
Resolution No. 22-115

Sponsors: Finance

Attachments: Travel Resolution

b. **2022-0143** Resolution authorizing the acceptance of donations
Resolution No. 22-116

Sponsors: Finance

Attachments: Donations

c. **2022-0144** Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.
Ordinance No. 22-117

Sponsors: Finance

Attachments: Budget Amendment

d. **2022-0145** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-118

Sponsors: Finance

Attachments: Resolution Procurement
Resolution Procurement Finala
Resolution Procurement Final

e. 2022-0146 Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the General Fund of the City for expenditures incurred prior to borrowing issuance.
Resolution No. 22-119

Sponsors: Finance

Attachments: Reimbursement Resolution - Von Braun Center Improvements

f. 2022-0147 Resolution authorizing the Mayor to enter into a Detention Facilities Maintenance Agreement between the City of Huntsville and HSV CHASE SPE, L.L.C.
Resolution No. 22-120

Sponsors: Engineering

Attachments: HSV CHASE SPE LLC Detention Facilities Maintenance Agrmt
Detention Facilities Maintenance Agreement HSV CHASE SPE, LLC-complete

g. 2022-0148 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and OMI, Inc., for Environmental Site Assessment Studies for Resolute Way I-565 Interchange, Project No. 71-22-SP16.
Resolution No. 22-121

Sponsors: Engineering

Attachments: OMI Environmental Site Assessment Resolute Way I-565 Interchar RESOLUTION PG
OMI Environmental Site Assessment Services for Resolute Way I- Interchange-complete.docx

h. 2022-0149 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Arcadis U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek.
Resolution No. 22-122

Sponsors: Engineering

Attachments: Arcadis Grant Application Support Services for Dallas Branch Pinl Creek
Arcadis Grant Application Dallas Branch Pinhook Creek-complete

i. 2022-0150 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and CDG Engineers & Associates, Inc., for Engineering Design Services for Pratt Avenue Improvements, Project No. 71-22-SP18.
Resolution No. 22-123

Sponsors: Engineering

Attachments: CDG Pratt Ave Design Complete.PDF
CDG Pratt Res.docx

j. **2022-0151** Resolution authorizing the Mayor to enter into an Agreement for Cooperative Maintenance of Public Right-of-Way Between the Alabama Department of Transportation and the City of Huntsville, Alabama.
Resolution No. 22-124

Sponsors: Landscape Management

Attachments: Resolution
Agreement

k. **2022-0152** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering Company, Inc., for engineering services of the Hays Farm Sport Park.
Resolution No. 22-125

Sponsors: General Services

Attachments: COMPLETESchoel-HaysFarmSportContract
SchoelRes-HaysFarmSport

l. **2022-0153** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Schoel Engineering Company, Inc., for engineering services of the Raymond W. Jones Center
Resolution No. 22-126

Sponsors: General Services

Attachments: SchoelRes-RaymondJonesCtr.docx
Schoel-RaymondJonesCtrContract.doc
Schoel Eng.Raymond W Jones Center.complete.pdf

m. **2022-0154** Resolution authorizing the Mayor to execute Change Order No. 2 and Final to the agreement between the City of Huntsville and Turner Construction Company for construction services for the Monroe Street Parking Deck
Resolution No. 22-127

Sponsors: General Services

Attachments: Complete-TURNER CO2FINAL
Turner Res-CO2-FInal

n. **2022-0155** Resolution authorizing the Mayor to execute Modification No. 1 between the City of Huntsville and Turner Construction Company for the New City Hall and Parking Deck.
Resolution No. 22-128

Sponsors: General Services

Attachments: CompleteTurnerMod1-City Hall
TurnerMod1Res-City Hall

o. **2022-0173** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Kids Space
Resolution No. 22-129

Sponsors: General Services

Attachments: Complete GTEC-JHPKIDS
GTEC Res-JHP Kids

p. **2022-0156** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Championship Soccer Phase 2
Resolution No. 22-130

Sponsors: General Services

Attachments: COMPLETE GTEC-JHPSoccerPH2CMT
GTEC Res-JHPSoccerPH2

q. **2022-0157** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Pitney Bowes, Inc., for the rental of a SendPro P3000 Mailing System.
Resolution No. 22-131

Sponsors: Clerk-Treasurer

Attachments: PitneyBowes-complete.pdf
PitneyBowesRentalAgreement.docx

r. **2022-0158** Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a National Register nomination of the Whitesburg Estates neighborhood
Resolution No. 22-132

Sponsors: Planning

Attachments: Whitesburg_Estates_Grant_App_Resolution (2022)
Whitesburg Est Grant App
Whitesburg Est Grant App - Complete

s. **2022-0159** Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a historic resource survey of the Terry Heights neighborhood
Resolution No. 22-133

Sponsors: Planning

Attachments: Terry Heights Survey_FY22_CLG_Grant_Application
Terry Heights Grant App Resolution
Terry Heights Grant App- Complete

t. **2022-0160** Resolution authorizing the Mayor to terminate the contract between the City of Huntsville and Kronos Incorporated for the Telestaff Software.
Resolution No.

Sponsors: Legal

Attachments: Termination of Kronos Incorporated Resolution modified .docx

u. **2022-0161** Resolution authorizing City Council to modify agreement between the City of Huntsville and Roadside Towing & Collision for Wrecker Impoundment Services.
Resolution No. 22-135

Sponsors: Legal

Attachments: Roadside Modification.doc
Roadside Towing & Collision Modification Resolution.doc

v. **2022-0162** Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Huntsville and GCRFTF in the amount of $30,000 for Overtime expenditures, October 12, 2021 through September 30, 2022
Resolution No. 22-136

Sponsors: Police

Attachments: Complete File

w. **2022-0163** Resolution authorizing the Mayor to enter into an agreement with VanValkenburg Properties, LLC to lease warehouse space located at 620 Pearl Avenue for Community Development programs.
Resolution No. 22-137

Sponsors: Community Development

Attachments: VanValkenburg Lease Agreement.pdf
VanValkenburg Resolution.pdf

x. **2022-0164** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Catholic Center for Concern, Inc. as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.
Resolution No. 22-138

Sponsors: Community Development

Attachments: ERAP2 SUB AGREEMENT- CCOC DRAFT (1).docx
ERAP2 SUB AGREEMENT- CCOC DRAFT Resolution.docx

y. 2022-0165 Resolution authorizing the Mayor to enter into a special employee agreement between the City of Huntsville and Sherry Jones.
Resolution No. 22-139

Sponsors: Cemetery

Attachments: Resolution.docx
2022-02-24 Jones-West Contract

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2022-0166 Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.
Ordinance No. 22-140

Sponsors: Human Resources and Clerk-Treasurer

Attachments: Class Salary 02-24.pdf

b. 2022-0167 Introduction of an ordinance to amend the Budget Ordinance No. 21-867 to modify the authorized strength of the departments.
Ordinance No. 22-141

Sponsors: Human Resources and Clerk-Treasurer

Attachments: Budget Ord 02-24.pdf

c. 2022-0168 Introduction of an ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, by adding Article XII, Electronic Records and Electronic Signatures, Section 2-2160 thru 2-2163.
Ordinance No. 22-142

Sponsors: Clerk-Treasurer

Attachments: Electronic Records and Signatures Ord.docx

d. 2022-0169 Introduction of an Ordinance declaring one (1) 15 passenger van as surplus and to be donated to the Boy Scouts of America, Troop 400 and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400 for said donation.
Ordinance No. 22-143

Sponsors: Parking/Public Transit

Attachments: SurplusProperty ord donate Boy Scouts 220210
Boy Scouts Donated Vehicle Agree 220224

e. **2022-0170** Introduction of an ordinance declaring two (2) 15 passenger vans as surplus and authorizing the Mayor to enter into an Agency Agreement between the City of Huntsville and The Arc of Madison County, for said donation.
Ordinance No. 22-144

Sponsors: Parking/Public Transit

Attachments: Surplus Property ord donate The Arc of Madison County 220224
ARC Donated Vehicle Agree 220224

f. **2022-0171** Introduction of an ordinance declaring one (1) medium sized passenger bus as surplus and authorizing the Mayor to enter into an Agency Agreement between the City of Huntsville and Oakwood University, for said donation.
Ordinance No. 22-145

Sponsors: Parking/Public Transit

Attachments: SurplusProperty ord donate 030570 to Oakwood University
Oakwood University Agree 220224

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0174

Department: Clerk-Treasurer

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

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

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0130

Department: Police

Subject:

Type of Action: Presentation

Presentation of Lifesaving Medals.

Finance Information:

Account Number:

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0131

Department: City Council

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

Resolution recognizing Chef Adyre Mason for her recent achievements and ongoing success.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION 22-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama wish to recognize Chef Adyre Mason for her significant accomplishments as both a businesswoman and as a culinary artist; and

WHEREAS, years ago Adyre was faced with multiple health complications. The chronic issues spurred her to action and inspired a complete life transformation. Her diet was the first thing she altered, strategically transitioning to a vegan lifestyle. These changes helped eliminate her health problems and challenged her inner foodie to get creative; and

WHEREAS, Adyre is proud to share that she learned how to cook in her mother's kitchen, and her specialties are the "southern greats"; foods that evoke comfort and nostalgia. As she moved to a vegan diet, she began to find ways to adapt her favorite foods to fit into a new, healthier lifestyle. She admits that her success in the kitchen had her toying with the idea of opening her own restaurant one day; and

WHEREAS, the sudden and tragic death of Adyre's mother in 2017 prompted a swift, but calculated, step. Although she had been content working as a senior weapon systems engineer for over a decade, she had made a decision. Adyre created a business plan, cashed in her 401k for capital, and opened up her vegan restaurant, The Veggie; and

WHEREAS, she initially established her restaurant as a series of pop-ups, but in early 2021, she expanded her business and moved to a permanent location in Lowe Mill. The Veggie is now Huntsville's largest dedicated vegan space, serving a daily menu, prepared meals, and offering catering services; and

WHEREAS, the Veggie grew so quickly in popularity that Chef Adyre was invited to participate in the first 100% vegan episode of "Beat Bobby Flay" aired on Food Network. She made Huntsville proud representing our southern favorites on the show while achieving a self-described lifelong goal of starring in a show with Bobby Flay. Upon returning she was awarded the Downtown Huntsville Project of the Year, an amazing honor, voted on by the citizens and customers themselves.

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama, recognize Chef Adyre Mason for her success as an entrepreneur and her innovative culinary skills. We celebrate her successes and are looking forward to what the future holds for The Veggie and, most importantly, for the Chef.

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:** 2/24/2022 **File ID:** 2022-0132

Department: City Council

Subject: **Type of Action:** Presentation

Presentation by Community Development Manager, Scott Erwin, providing Council an update on the Choice Neighborhoods Initiative (CNI).

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

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0133

Department: Finance

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

Ordinance authorizing a Lease Agreement between the City and The Public Building Authority of the City of Huntsville (the "PBA") and approving a trust indenture, the bonds described herein, and various other instruments and agreements respecting the PBA's Lease Revenue Bonds, Series 2022, to be issued for construction of a new city hall facility within the City for lease by the PBA to the City under the said Lease Agreement.

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-_____

BE IT ORDAINED by the City Council (the "Council") of the **CITY OF HUNTSVILLE, ALABAMA** (the "City"), as follows:

Section 1. Findings. The Council has ascertained and does hereby determine and declare as follows:

(a) the Public Building Authority of the City of Huntsville, a political subdivision of the State of Alabama (the "Authority"), was created by the City pursuant to Chapter 56 of Title 11 of the Code of Alabama 1975, as amended (the "Enabling Law") in order to own and lease certain public buildings to the City; and

(b) the City has determined it to be necessary, wise and in the public interest to cause to be constructed and developed a new municipal city hall and related parking and other facilities (the "Facility") on certain real property within the City (the "Site" and, together with the Facility, the "Project"), which the City will lease from the Authority and, further, which such Facility shall be financed through the issuance of the Series 2022 Bonds hereinafter described; and

(c) the Authority has authorized the execution of a Bond Purchase Agreement between it, as issuer of the Series 2022 Bonds, and Stifel, Nicolaus & Company, Incorporated and Piper Sandler & Co. (collectively, the "Underwriter"), as underwriter, respecting the issuance by the Authority of its $74,285,000 Lease Revenue Bonds, Series 2022, dated their date of initial issuance (the "Series 2022 Bonds"), the proceeds of which shall be used to pay the costs of the Facility and the costs of issuing the Bonds; and

(d) the Project constitutes a "Project", as such term is defined in the Enabling Law, and the City has determined it necessary, wise and in the public interest that the City enter the Lease Agreement hereinafter authorized and that the City approve certain other matters in connection with issuance of the Bonds.

Section 2. Authorization of Lease Agreement. The Mayor is hereby authorized to execute and deliver, on behalf of the City, a Lease Agreement dated the date of the Series 2022 Bonds between the City and the Authority, which shall be in substantially the form attached hereto as Exhibit II and made a part hereof as if set forth in full herein and with such changes thereto as shall be approved by the Mayor and the Chairman of the Authority (the "Lease Agreement"). The City Clerk is hereby authorized to affix the seal of the City to the Lease Agreement and to attest the same; provided, however, that the Lease Agreement shall not be delivered on behalf of the City unless simultaneously with such delivery there shall be executed and delivered on behalf of the respective parties a Mortgage Indenture and Deed of Trust dated the date of the Series 2022 Bonds (the "Indenture") between the Authority and Regions Bank, as trustee thereunder, providing for the issuance of the Series 2022 Bonds, which Indenture shall be in substantially the form presented to the meeting of the Council at which this ordinance is adopted, with such changes thereto as shall be approved by the Chairman of the Authority, which form shall be attached to the minutes of said meeting as Exhibit I and is hereby adopted in all respects as if

set out in full herein. The City agrees to include in its annual budget for each fiscal year the rental payments required to be made under the Lease Agreement.

Section 3. Ratification of Preliminary Official Statement; Authorization of Official Statement. Recognizing that the ability of the Authority to sell the Bonds depends upon the financial condition of the City, there has heretofore been prepared by the City and circulated by the Underwriter a Preliminary Official Statement dated February 9, 2022 (the "Preliminary Official Statement") with respect to the Series 2022 Bonds, a copy of which is attached as Exhibit II to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full herein. The actions of the Underwriter in circulating the Preliminary Official Statement, and the actions of the City, working with the Authority, in causing the Preliminary Official Statement to be prepared and "deemed final" as of its date for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission, are hereby ratified and affirmed. The Council hereby further authorizes and approves the Official Statement of the Authority with respect to the Series 2022 Bonds in substantially the form attached as Exhibit III to the minutes of the meeting at which this Ordinance is adopted, and which form is hereby adopted in all respects as if set out in full in this Ordinance. The Mayor, the Finance Director, and the City Clerk, or either of them, are hereby authorized to execute and deliver, on behalf of the City, such certificates as may be requested by the Authority or otherwise desirable respecting the accuracy of information contained in the Preliminary Official Statement and in the Official Statement respecting the City.

Section 4. Approval of Series 2022 Bonds. The Council hereby approves in all respects the terms and conditions (including, without limitation, the maturities, interest rates, principal maturity schedule, and provisions for redemption prior to maturity) of the Series 2022 Bonds, which such terms and conditions are contained in the Indenture. The Council hereby acknowledges its understanding of all provisions of the Lease Agreement and the Indenture, and the Council hereby approves the provisions of both such documents. The Council hereby further approves the sale of the Series 2022 Bonds to the Underwriter, which is purchasing the Series 2022 Bonds at and for a sale price of $90,276,575.35, which sale price represents the initial par or face amount of the Series 2022 Bonds, plus original issue premium of $16,251,572.85, less an underwriting discount of $259,997.50.

Section 5. City as Agent for Authority. In order to proceed with the design, construction, development, equipping, installation and provision of the Project, it is necessary, wise and in the public interest that the City serve as agent for the Authority and be permitted to enter into contracts, agreements and other instruments by and on behalf of the Authority in connection with the design, construction, development, equipping, installation and provision of the Project. The Council hereby ratifies and affirms the Construction Agency Agreement (the "Agency Agreement"), and the execution thereof by the Mayor, a copy of which such Agency Agreement is attached as Exhibit IV. The Mayor is hereby further authorized to make such changes, amendments and modifications to the said Agency Agreement as the Mayor shall deem necessary or desirable in connection with the development, construction, and operation of the Project. The Council does hereby further authorize each of the Mayor, the City Clerk and the Finance Director to execute and deliver such documents, notices, orders, certificates or other

instruments as such officer shall deem necessary or desirable to carry out the design, development, construction, equipping, installation, provision and operation of the Project.

Section 6. Authorization of Continuing Disclosure Agreement. In order to enable the Authority to comply with Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, the Mayor, the Finance Director, and the City Clerk, or either of them, are hereby authorized to execute and deliver, on behalf of the City, a Continuing Disclosure Agreement dated the date of the Series 2022 Bonds (the "Continuing Disclosure Agreement") for the benefit of the beneficial owners of the Series 2022 Bonds, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit V to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full herein). The Continuing Disclosure Agreement is to be entered into contemporaneously with the issuance of the Series 2022 Bonds in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission. The rights of enforcement of the said Continuing Disclosure Agreement shall be as provided therein, and in no event shall a default by the City thereunder constitute a default under the Lease Agreement, the Indenture, the Series 2022 Bonds, or any other document executed and delivered by the City or the Authority in connection with the issuance of the Series 2022 Bonds.

Section 7. Concerning the Code. (a) **General**. The City recognizes that the Code imposes certain conditions to the exemption from federal income taxation of interest income on the Series 2022 Bonds. Accordingly, the City agrees that it will continually comply with all requirements imposed by the Code as a condition to the exemption from federal income taxation of the interest income on the Series 2022 Bonds. With respect to any question arising under this Section 13, the City may rely upon an opinion of nationally recognized bond counsel acceptable to it.

(b) **Series 2022 Bonds not to be "Private Activity Bonds"**. The City will not apply or permit the application of the proceeds of the Series 2022 Bonds in a manner that would cause the Series 2022 Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) **Concerning the Arbitrage Provisions of the Code; Rebate**. The City agrees that it will comply with all provisions of the Code necessary to preclude the Series 2022 Bonds from being considered "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code.

Section 8. Additional Documents; Ratification of Certain Actions. The Mayor, the City Clerk and the Finance Director, or either of them, are each hereby authorized and directed to execute such instruments, directions, orders, notices, agreements, certificates or other documents as shall be necessary or desirable in order to carry out the transactions contemplated by this Ordinance, the Lease Agreement, the Agency Agreement, the Indenture, or any other documents or transactions authorized under this Ordinance. The Mayor, the City Clerk and the Finance Director are each hereby authorized and directed to execute such certificates, agreements

and other documents respecting the Internal Revenue Code of 1986, as amended (herein called the "Code"), as contemplated by this Ordinance, to the end that the interest income on the Series 2022 Bonds be and remain exempt from federal income taxation.

Section 9. Disclaimer of Liability. The Series 2022 Bonds shall not constitute or give rise to an obligation or debt of the City or a charge against the credit or taxing powers of the City, and nothing contained in this Ordinance shall ever be construed to the contrary.

ADOPTED this 24th day of February, 2022.

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

APPROVED this 24th day of February, 2022.

Mayor of the City of
Huntsville, Alabama

ORDINANCE NO. 22-_____

BE IT ORDAINED by the City Council (the "Council") of the **CITY OF HUNTSVILLE, ALABAMA** (the "City"), as follows:

Section 1. Findings. The Council has ascertained and does hereby determine and declare as follows:

(a) the Public Building Authority of the City of Huntsville, a political subdivision of the State of Alabama (the "Authority"), was created by the City pursuant to Chapter 56 of Title 11 of the Code of Alabama 1975, as amended (the "Enabling Law") in order to own and lease certain public buildings to the City; and

(b) the City has determined it to be necessary, wise and in the public interest to cause to be constructed and developed a new municipal city hall and related parking and other facilities (the "Facility") on certain real property within the City (the "Site" and, together with the Facility, the "Project"), which the City will lease from the Authority and, further, which such Facility shall be financed through the issuance of the Series 2022 Bonds hereinafter described; and

(c) the Authority has authorized the execution of a Bond Purchase Agreement between it, as issuer of the Series 2022 Bonds, and Stifel, Nicolaus & Company, Incorporated and Piper Sandler & Co. (collectively, the "Underwriter"), as underwriter, respecting the issuance by the Authority of its $74,285,000 Lease Revenue Bonds, Series 2022, dated their date of initial issuance (the "Series 2022 Bonds"), the proceeds of which shall be used to pay the costs of the Facility and the costs of issuing the Bonds; and

(d) the Project constitutes a "Project", as such term is defined in the Enabling Law, and the City has determined it necessary, wise and in the public interest that the City enter the Lease Agreement hereinafter authorized and that the City approve certain other matters in connection with issuance of the Bonds.

Section 2. Authorization of Lease Agreement. The Mayor is hereby authorized to execute and deliver, on behalf of the City, a Lease Agreement dated the date of the Series 2022 Bonds between the City and the Authority, which shall be in substantially the form attached hereto as Exhibit II and made a part hereof as if set forth in full herein and with such changes thereto as shall be approved by the Mayor and the Chairman of the Authority (the "Lease Agreement"). The City Clerk is hereby authorized to affix the seal of the City to the Lease Agreement and to attest the same; provided, however, that the Lease Agreement shall not be delivered on behalf of the City unless simultaneously with such delivery there shall be executed and delivered on behalf of the respective parties a Mortgage Indenture and Deed of Trust dated the date of the Series 2022 Bonds (the "Indenture") between the Authority and Regions Bank, as trustee thereunder, providing for the issuance of the Series 2022 Bonds, which Indenture shall be in substantially the form presented to the meeting of the Council at which this ordinance is adopted, with such changes thereto as shall be approved by the Chairman of the Authority, which form shall be attached to the minutes of said meeting as Exhibit I and is hereby adopted in all respects as if

set out in full herein. The City agrees to include in its annual budget for each fiscal year the rental payments required to be made under the Lease Agreement.

Section 3. Ratification of Preliminary Official Statement; Authorization of Official Statement. Recognizing that the ability of the Authority to sell the Bonds depends upon the financial condition of the City, there has heretofore been prepared by the City and circulated by the Underwriter a Preliminary Official Statement dated February 9, 2022 (the "Preliminary Official Statement") with respect to the Series 2022 Bonds, a copy of which is attached as Exhibit II to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full herein. The actions of the Underwriter in circulating the Preliminary Official Statement, and the actions of the City, working with the Authority, in causing the Preliminary Official Statement to be prepared and "deemed final" as of its date for purposes of Rule 15c2-12 promulgated by the Securities Exchange Commission, are hereby ratified and affirmed. The Council hereby further authorizes and approves the Official Statement of the Authority with respect to the Series 2022 Bonds in substantially the form attached as Exhibit III to the minutes of the meeting at which this Ordinance is adopted, and which form is hereby adopted in all respects as if set out in full in this Ordinance. The Mayor, the Finance Director, and the City Clerk, or either of them, are hereby authorized to execute and deliver, on behalf of the City, such certificates as may be requested by the Authority or otherwise desirable respecting the accuracy of information contained in the Preliminary Official Statement and in the Official Statement respecting the City.

Section 4. Approval of Series 2022 Bonds. The Council hereby approves in all respects the terms and conditions (including, without limitation, the maturities, interest rates, principal maturity schedule, and provisions for redemption prior to maturity) of the Series 2022 Bonds, which such terms and conditions are contained in the Indenture. The Council hereby acknowledges its understanding of all provisions of the Lease Agreement and the Indenture, and the Council hereby approves the provisions of both such documents. The Council hereby further approves the sale of the Series 2022 Bonds to the Underwriter, which is purchasing the Series 2022 Bonds at and for a sale price of $90,276,575.35, which sale price represents the initial par or face amount of the Series 2022 Bonds, plus original issue premium of $16,251,572.85, less an underwriting discount of $259,997.50.

Section 5. City as Agent for Authority. In order to proceed with the design, construction, development, equipping, installation and provision of the Project, it is necessary, wise and in the public interest that the City serve as agent for the Authority and be permitted to enter into contracts, agreements and other instruments by and on behalf of the Authority in connection with the design, construction, development, equipping, installation and provision of the Project. The Council hereby ratifies and affirms the Construction Agency Agreement (the "Agency Agreement"), and the execution thereof by the Mayor, a copy of which such Agency Agreement is attached as Exhibit IV. The Mayor is hereby further authorized to make such changes, amendments and modifications to the said Agency Agreement as the Mayor shall deem necessary or desirable in connection with the development, construction, and operation of the Project. The Council does hereby further authorize each of the Mayor, the City Clerk and the Finance Director to execute and deliver such documents, notices, orders, certificates or other

instruments as such officer shall deem necessary or desirable to carry out the design, development, construction, equipping, installation, provision and operation of the Project.

Section 6. Authorization of Continuing Disclosure Agreement. In order to enable the Authority to comply with Rule 15c2-12 promulgated by the United States Securities and Exchange Commission, the Mayor, the Finance Director, and the City Clerk, or either of them, are hereby authorized to execute and deliver, on behalf of the City, a Continuing Disclosure Agreement dated the date of the Series 2022 Bonds (the "Continuing Disclosure Agreement") for the benefit of the beneficial owners of the Series 2022 Bonds, in substantially the form presented to the meeting at which this Ordinance is adopted (which form shall be attached as Exhibit V to the minutes of the meeting at which this Ordinance is adopted and which is hereby adopted in all respects as if set out in full herein). The Continuing Disclosure Agreement is to be entered into contemporaneously with the issuance of the Series 2022 Bonds in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission. The rights of enforcement of the said Continuing Disclosure Agreement shall be as provided therein, and in no event shall a default by the City thereunder constitute a default under the Lease Agreement, the Indenture, the Series 2022 Bonds, or any other document executed and delivered by the City or the Authority in connection with the issuance of the Series 2022 Bonds.

Section 7. Concerning the Code. (a) **General**. The City recognizes that the Code imposes certain conditions to the exemption from federal income taxation of interest income on the Series 2022 Bonds. Accordingly, the City agrees that it will continually comply with all requirements imposed by the Code as a condition to the exemption from federal income taxation of the interest income on the Series 2022 Bonds. With respect to any question arising under this Section 13, the City may rely upon an opinion of nationally recognized bond counsel acceptable to it.

(b) **Series 2022 Bonds not to be "Private Activity Bonds"**. The City will not apply or permit the application of the proceeds of the Series 2022 Bonds in a manner that would cause the Series 2022 Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) **Concerning the Arbitrage Provisions of the Code; Rebate**. The City agrees that it will comply with all provisions of the Code necessary to preclude the Series 2022 Bonds from being considered "arbitrage bonds" within the meaning of Section 148 of the Code, and the City will make timely rebate payments to the United States of America as required by Section 148(f) of the Code.

Section 8. Additional Documents; Ratification of Certain Actions. The Mayor, the City Clerk and the Finance Director, or either of them, are each hereby authorized and directed to execute such instruments, directions, orders, notices, agreements, certificates or other documents as shall be necessary or desirable in order to carry out the transactions contemplated by this Ordinance, the Lease Agreement, the Agency Agreement, the Indenture, or any other documents or transactions authorized under this Ordinance. The Mayor, the City Clerk and the Finance Director are each hereby authorized and directed to execute such certificates, agreements

and other documents respecting the Internal Revenue Code of 1986, as amended (herein called the "Code"), as contemplated by this Ordinance, to the end that the interest income on the Series 2022 Bonds be and remain exempt from federal income taxation.

Section 9. Disclaimer of Liability. The Series 2022 Bonds shall not constitute or give rise to an obligation or debt of the City or a charge against the credit or taxing powers of the City, and nothing contained in this Ordinance shall ever be construed to the contrary.

ADOPTED this 24th day of February, 2022.

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

APPROVED this 24th day of February, 2022.

_____
Mayor of the City of
Huntsville, Alabama

Exhibit I
Form of Lease Agreement

LEASE AGREEMENT

between

THE PUBLIC BUILDING AUTHORITY
OF THE CITY Of HUNTSVILLE

and

CITY OF HUNTSVILLE, ALABAMA

$74,285,000
Lease Revenue Bonds
Series 2022

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions 2
Section 1.2 Use of Phrases 5

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority 6
Section 2.2 Representations by the City 7

ARTICLE III

DEMISING CLAUSES

Section 3.1 Demise. 8

ARTICLE IV

CONSTRUCTING AND FINANCING THE IMPROVEMENTS

Section 4.1 Agreement to Construct Improvements 9
Section 4.2 Agreement to Issue Bonds 9
Section 4.3 No Warranty of Suitability by Authority 9

ARTICLE V

EFFECTIVENESS OF LEASE AGREEMENT, RENEWAL TERMS, AGREEMENT TO ISSUE BONDS AND LEASE RENTAL

Section 5.1 Initial Term 11
Section 5.2 Options to Renew 11
Section 5.3 Agreement to Issue Bonds 11
Section 5.4 Rental Provisions 11
Section 5.5 Limited Obligation; Limited to Current Revenues; City Budget 13
Section 5.6 This Lease Not a Debt 13
Section 5.7 Notice to Trustee of Certain Actions 14
Section 5.8 Budgeting of Rental Payments 14

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1 Maintenance, Additions, Alterations and Improvements 15
Section 6.2 Removal of Equipment 16
Section 6.3 Taxes, Other Governmental Charges and Utility Charges 17
Section 6.4 Insurance 18
Section 6.5 Advances by Authority or Trustee 19

ARTICLE VII

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction Provisions 20
Section 7.2 Condemnation Provisions 21
Section 7.3 City Obligations Upon Event of Damage or Condemnation 23
Section 7.4 Condemnation of Right to Use of Facility for Limited Period 23
Section 7.5 Condemnation of City-Owned Property 24

ARTICLE VIII

PARTICULAR COVENANTS OF THE CITY

Section 8.1 General Covenants 24
Section 8.2 Release and Indemnification Covenants 24
Section 8.4 Further Assurances 25
Section 8.5 Concerning Issuance of Additional Bonds 25
Section 8.6 Limitation on New Facilities When Lease Note Renewed 26

ARTICLE IX

CERTAIN PROVISIONS RELATING TO ASSIGNMENT AND MORTGAGING AND TO THE BONDS

Section 9.1 Mortgaging of Facility by Authority 26
Section 9.2 References to Bonds Ineffective After Bonds Paid 27

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined 27
Section 10.2 Remedies on Default 28
Section 10.3 No Remedy Exclusive 28
Section 10.4 No Additional Waiver Implied by One Waiver 28

ARTICLE XI

RIGHT OF CITY TO REQUIRE REDEMPTION OF BONDS

Section 11.1 Right to Require Authority to Redeem Bonds 29
Section 11.2 City to Cause Bonds to be Redeemed 30

ARTICLE XII

MISCELLANEOUS

Section 12.1 Limited Effect of Lease on Obligation of City 30
Section 12.2 Assignment 30
Section 12.3 Termination of the Lease Upon Full Payment of Bonds 30
Section 12.4 Binding Effect 31
Section 12.5 Severability 31

LEASE AGREEMENT between **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE**, a public corporation organized and existing under the provisions of Chapter 56 of Title 11 of the Code of Alabama of 1975 (herein sometimes called the "Authority"), and the **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama (herein sometimes called the "City");

RECITALS:

WHEREAS, the Authority has been organized and established pursuant to Section 11-56-1 *et. seq.,* Code of Alabama 1975, as amended (the "Act") to provide buildings and facilities for lease to and use by the City in the performance of its public functions; and

WHEREAS, the Act under which the Authority has been organized authorizes the City to enter into this Lease Agreement, and each of the City and the Authority separately have determined for the City to acquire, construct and operate, or cause to be acquired, constructed or operated, a new city hall and related parking facility for use by the City (the "Facility"); and

WHEREAS, the Authority has determined to issue and deliver its $74,285,000 initial principal amount Lease Revenue Bonds, Series 2022 (herein called the "Bonds") in order to (i) pay the costs to acquire land as the site of, and to design, construct, develop and equip, the Facility; and (iii) pay the costs of issuing the Bonds. The Bonds will be issued under and secured by a Mortgage Indenture and Deed of Trust dated the date of the Bonds (herein called the "Indenture"), between the Authority and Regions Bank, an Alabama banking corporation (herein called the "Trustee"); and

WHEREAS, the Authority and the City are entering into this Lease Agreement in order to provide for the payment of rent by the City at times and in amounts sufficient to provide for payment of the principal of and interest on the Bonds with respect to each fiscal year of the City during which this Lease Agreement shall be in effect;

NOW THEREFORE, in consideration of the respective agreements on the part of the Authority and the City herein contained, the Authority and the City do hereby agree as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of express provision or clear implication in the Lease to the contrary, be given the following respective meanings in the construction or interpretation of the Lease:

"Act" means Chapter 56 of Title 11 of the Code of Alabama of 1975, as it may from time to time be amended.

"Additional Bonds" means those authorized under the Indenture in Article VIII thereof.

"Authority" means (a) the party of the first part hereto and its successors and assigns, and (b) any public corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party as provided in Section 12.6 of the Indenture.

"Authorized Authority Representative" means the Chairman, the Vice Chairman, the Secretary or the Treasurer of the Authority, or any of them, along with any and all persons at the time designated as such by written certificate furnished to the City and the Trustee pursuant to written instrument signed on behalf of the Authority by its Chairman, Vice Chairman, Secretary or Treasurer.

"Basic Rent" means the cash rental payable by the City pursuant to the provisions of Section 5.4 hereof and any other sums payable by the City hereunder that are herein referred to as Basic Rent.

"Bond Fund" means the Bond Fund created in Section 10.1 of the Indenture.

"Bonds", as used in this Lease Agreement, means only the Bonds unless other qualifying words or phrases unequivocally indicate that the term is intended to include obligations of the Authority other than or in addition to the Bonds.

"City" means (i) the party of the second part hereto, and (ii) any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Completion Certificate" means a certificate signed by an Independent Architect and an Authorized Authority Representative stating that the construction of the Improvements has been completed in substantial accordance with the plans and specifications therefor, and the date on which such construction was completed.

"Completion Date" means the date on which the construction of the Improvements is completed, as stated in the Completion Certificate.

"Construction Fund" means the fund by the name "Construction Fund" created in Section 9.2 of the Indenture.

"Counsel" means an attorney duly admitted to practice before the highest court of any state of the United States of America or of the District of Columbia, or a firm of attorneys all the members of which are so admitted.

"Development Costs" means all costs incurred or assumed in connection with (i) the construction and acquisition of the Improvements, (ii) the acquisition and installation of the Equipment, (iii) interest on the Bonds accruing prior to the Completion Date, (iv) builder's risk insurance and casualty insurance during the period of construction, and (v) the expenses incurred by the Authority in connection with the issuance and sale of the Bonds or any Additional Bonds, including (but without limiting the generality of the foregoing) the initial charge of the Trustee, the costs of feasibility studies and the fiscal, legal, printing, advertising, recording and other similar fees and expenses relating to the issuance and sale of the Bonds (including the reimbursement to the City of those of such costs as it may have heretofore paid and of such amounts as it may have heretofore advanced to the Authority for payment of any such costs,.

"Equipment" means all furniture, furnishings, fixtures, machinery and equipment acquired or to be acquired, the costs of which are or were, in whole or in part, paid, or to be paid, out of the proceeds of the Bonds.

"Facility" means the city hall and parking facility to be located on the Site, along with all Equipment and other personal property located thereon, to be finance

"Improvements" means the construction and development of the Facility made with proceeds of the Bonds and any other improvements on the Site to be financed with proceeds of the Bonds.

"Indenture" means the Mortgage Indenture and Deed of Trust between the Authority and Regions Bank, an Alabama banking corporation, dated the date of the Bonds.

"Independent Architect" means an architect or architectural firm qualified to practice the profession of architecture under the laws of Alabama and not employed full time by the Authority or the City.

"Independent Engineer" means an engineer or engineering firm qualified to practice the profession of engineering under the laws of Alabama and not employed full time by the Authority or the City.

"Initial Term" means the period beginning on the date of the delivery of this Lease Agreement and continuing until and including September 30, 2022.

"Interest Payment Date" means each August 1 and February 1, commencing August 1, 2022.

"Lease" or "Lease Agreement" means this agreement.

"Net Condemnation Award" means the total amount awarded as compensation for any part of the Project taken under the exercise of the power of eminent domain plus damages to any part not taken, less and except (i) any portion thereof to which the City is entitled under the provisions of Section 7.2 hereof, and (ii) all attorneys' fees and other expenses incurred in the condemnation proceeding with respect to which such award was made (other than those paid directly by the City or deducted, pursuant to the provisions of said Section 7.2, from that portion of the award to which it is entitled under the provisions thereof).

"Net Insurance Proceeds" means the total insurance proceeds recovered by the Authority, the City and the Trustee on account of any damage to or destruction of the Facility or any part thereof less all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such proceeds.

"Payment Date" shall mean the dates on which principal of or interest on the Bonds is due and payable, which for purposes of this Lease Agreement shall be August 1 and February 1, commencing August 1, 2022.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) the Lease, (iii) the Indenture, (iv) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that, in the opinion of an Independent Architect or Independent Engineer, will not materially interfere with or impair the operations being conducted in the Facility (or, if no operations are being conducted therein, the operations for which the Facility was designed or last modified), (v) any inchoate mechanic's, materialmen's or vendor's lien if payment is not yet due and payable under the contract giving rise to such lien, (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in size and character to the Project and as do not, in the opinion of Counsel, in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, and (vii) the Site Deed.

"Project" means the Site, the Facility and the Equipment, as they may at any time exist and all other property and rights referred to or intended so to be in the demising clauses hereof.

"Renewal Term" means any period of one year for which the Lease shall be renewed at the option of the City in accordance with the provisions of Section 5.2 of this Lease Agreement.

"Site" means the real property described on Exhibit A hereto.

"Site Deed" means that certain deed from the City of Huntsville, Alabama, pursuant to which the Site has been conveyed to the Authority.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Trustee" means Regions Bank, an Alabama banking corporation, as trustee under the Indenture, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

Section 1.2 Use of Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to the Lease as an entirety and not solely to the particular portion of this Lease Agreement in which any such word is used. The definitions set forth in Section 1.1 of this Lease Agreement include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations as part of the basis for the agreements and undertakings on its part herein contained:

(a) The Authority is duly incorporated under the provisions of the Act by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Madison County, Alabama, has not subsequently amended its said Certificate of Incorporation and is not in default under any of the provisions contained in the said Certificate of Incorporation or in the laws of Alabama;

(b) Under the provisions of the Act, the Authority has the power (i) to issue the Bonds for the purposes described in Section 4.2, (ii) to undertake the acquisition and construction of the Facility and to acquire, construct and install the Equipment, (iii) to lease the Facility to the City in accordance with the provisions hereof, (iv) to pledge the rentals and other receipts from the leasing or operation of the Facility (including particularly the Basic Rent hereunder) to the Trustee as provided in the Indenture, (v) to subject the Facility to the non-foreclosable lien of the Indenture, (vi) to execute and deliver the Bonds, this Lease Agreement and the Indenture, and (vii) to carry out and consummate all transactions contemplated by each of the aforesaid documents;

(c) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, or the fulfillment or compliance with the terms and conditions hereof, conflict with, or result in a breach of, any of the terms, conditions or provisions of any corporate restriction or limitation or any agreement, instrument or court or other governmental order to which the Authority is now party or by which it is bound, or constitute a default under any of the foregoing;

(d) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the execution and delivery of the Bonds, this Lease Agreement and the Indenture and for the consummation of the transactions contemplated by each of the aforesaid documents have been obtained by or on behalf of the Authority and are in full force and effect;

(e) The execution and delivery of this Lease Agreement on the part of the Authority have been duly authorized by all necessary corporate action;

(f) The Project will constitute a "project" within the meaning of Section 11-56-1(10) of the Code of Alabama of 1975, as amended; and

(g) The City understands that one of the principal inducements to the purchase of the Bonds by the purchaser or purchasers thereof from the Authority is that under existing law the interest thereon is excludable from gross income for federal income tax purposes generally, except to the extent otherwise provided in the Tax Code.

Section 2.2 Representations by the City. The City makes the following representations as part of the basis for the agreements and undertakings on its part herein contained:

(a) The City has been furnished a copy of the Indenture and the City approves and consents to the provisions of said instrument;

(b) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof, conflict with, or result in a breach of, any law or constitutional provision applicable to the City or any of the terms, conditions or provisions of any agreement, instrument or governmental order to which the City is now subject or by which it is bound, or constitute a default under any of the foregoing;

(c) The execution and delivery of this Lease Agreement on the part of the City have been duly authorized by its governing body;

(d) The real property specifically described in the demising clauses hereof and Exhibit A hereto is located wholly within the corporate limits of the City and wholly within the boundaries of Madison County, Alabama;

(e) The Project will constitute a "project" within the meaning of the Act;

(f) The City understands that one of the principal inducements to the purchase of the Bonds by the purchaser or purchasers thereof from the Authority is that under existing law the interest thereon is excludable from gross income for federal income tax purposes generally, except to the extent otherwise provided in the Tax Code; and

(g) The Project, and the use thereof for its intended purpose, will not violate (i) any zoning or other ordinance or any regulation or law of Madison County, Alabama, the City or any other municipality, applicable to the Project and its use, or (ii) any restrictive covenant of the City applicable to the Project and its use, and all requirements for such use have been (or will be, prior to the time the Project is placed in service) satisfied.

ARTICLE III

DEMISING CLAUSES

Section 3.1 Demise. The Authority hereby demises and leases to the City, subject to Permitted Encumbrances, and the City hereby rents from the Authority, subject to Permitted Encumbrances, for and during the Initial Term, the real property described on Exhibit A hereto located within the corporate limits of the City, together with the Facility, the Equipment, the Improvements, all other improvements hereafter situated on the Site, not including, any equipment or other personal property that, under the provisions hereof, is or is to become the sole property of the City or third parties.

ARTICLE IV

CONSTRUCTING AND FINANCING THE IMPROVEMENTS

Section 4.1 Agreement to Construct Improvements. The Authority will proceed with, and will complete as promptly as practicable,

(a) the construction, wholly within the boundary lines of the Site, of the Improvements, substantially in accordance with plans and specifications therefor to be furnished by the City; and

(b) the acquisition and installation in or about the Improvements and wholly within the boundary lines of the Site, of the Equipment, such acquisition and installation to be made as directed by the City,

and will pay, solely out of the principal proceeds derived by it from the sale of the Bonds or any Additional Bonds issued for such purpose, the costs of such construction, acquisition and installation.

The City may, after the execution and delivery hereof, cause such changes to be made to the aforesaid plans and specifications as it may desire and as will not result in any material change in the appearance or basic design of the Improvements or in changing its character as a part of a "project" under the provisions of the Act, and cause such changes to be made in the Equipment, including additions thereto, deletions therefrom and substitutions therefor, as it may desire and as will not cause the Equipment, as altered by such changes, to be, in the reasonable judgment of the City, functionally inferior (insofar as the operation of the Facility and the Improvements are concerned) to the Equipment prior to such changes. Except as provided in the preceding sentence, neither the City nor the Authority will cause or permit any changes to be made to the aforesaid plans and specifications.

The Authority will not hereafter enter into any contract for such construction, acquisition and installation, or any part thereof, unless there is endorsed thereon a legend indicating that the City has approved both the form and substance of such contract or order and such legend is signed on behalf of the City by its Mayor. The City and the Authority will cooperate with each other in order that the construction of the Improvements and the acquisition and installation of the Equipment may be completed as promptly as practicable.

Section 4.2 Agreement to Issue Bonds. In order to provide funds for the financing of the costs of the Facility, the costs of acquiring and installing the Equipment therein and the other Improvements and Development Costs, the Authority will, simultaneously with the delivery hereof, issue and sell the Bonds in accordance with the provisions of the Indenture.

Section 4.3 No Warranty of Suitability by Authority. The City recognizes that since the plans and specifications for the Facility have been prepared to its order and that since the items of Equipment have been and are to be selected by it, the Authority can make no warranty, either express or implied, or offer any assurances that the Facility or the Equipment will be suitable for the City's purposes or needs or that the proceeds derived from the sale of the

Bonds will be sufficient to pay in full all the Development Costs. In the event said proceeds issued for such purpose are insufficient to pay all said costs, the City

(a) will, subject to the provisions of the second paragraph of Section 4.1 hereof, use its best efforts to cause such changes to be made in said plans and specifications as will result in the Development Costs not exceeding the moneys available for payment thereof derived from the sale of the Bonds, or

(b) will use its best efforts to cause the Authority to issue and sell Additional Bonds in such principal amounts as may be necessary to provide for the payment of all Development Costs, or

(c) will take such action pursuant to both of the courses of action described in the preceding clauses (a) and (b) as will enable (i) the construction, furnishing and equipping of the Facility to be completed to such extent that it may be used by the City for the general purposes for which it was designed and (ii) the Development Costs to be paid in full.

Nothing herein contained shall be construed to impose any obligation on the Authority to incur, or to take any actions which will result in incurring, any costs or expenses in connection with the construction, furnishing and equipping of the Facility other than such costs and expenses as will not exceed the moneys available for payment thereof derived from the sale of the Bonds.

The City shall not be or become obligated to pay any Development Costs, or to make any arrangements (other than the execution and delivery of this Lease Agreement in connection with the issuance of the Bonds) for the financing of any Development Costs, or to undertake the completion of any part of the construction, furnishing and equipping of the Facility because of any relationship it may have with the Authority, under this Lease Agreement or otherwise, in connection with the Facility, including, without limiting the generality of the foregoing, its inducement of the Authority to undertake the construction of the Facility and to lease the same to the City, its control of the preparation of the plans and specifications for the construction, furnishing and equipping of the Facility, or any changes which it may have, pursuant to the provisions of this Lease Agreement, caused to be made to said plans and specifications. Further, the City shall not, by reason of any changes that it may have caused to be made in said plans and specifications or any other actions that it may have taken or failed to take in connection with the construction, furnishing or equipping of the Facility, be or become obligated to renew this Lease Agreement for any Renewal Term or to pay any rental for the use and occupancy of the Facility in addition to that specifically provided for herein.

ARTICLE V

EFFECTIVENESS OF LEASE AGREEMENT, RENEWAL TERMS, AGREEMENT TO ISSUE BONDS AND LEASE RENTAL

Section 5.1 Initial Term. The Authority and the City hereby acknowledge that the initial term of this Lease Agreement shall begin on the date of delivery of this Lease Agreement and shall end on September 30, 2022.

Section 5.2 Options to Renew. After the expiration of the Initial Term, the City shall have the option to renew this Lease for a term of twelve months beginning on October 1, 2022, and continuing until and including September 30, 2023, and shall have the further option from year to year thereafter to renew this Lease for successive terms of twelve months each, each such term to coincide with the fiscal year of the City beginning on October 1 and continuing until and including the then next succeeding September 30; provided however, that if this Lease shall not be renewed for any of the terms provided for herein, this Lease shall thereupon terminate and no renewal may thereafter be made for any subsequent term. Such option to renew this Lease for any such fiscal year shall be deemed to have been exercised and shall therefore be automatically exercised in either of the following events: (a) if the City continues in occupancy of the Facility on the first day of such fiscal year; (b) if, on or prior to the first day of such fiscal year, the governing body of the City shall adopt a resolution electing to exercise such option for such fiscal year; or (c) if the City, pursuant to the provision of this Section 5.2 hereof, pays all or any part of the Basic Rent referable to that Renewal Term prior to the commencement thereof.

Section 5.3 Agreement to Issue Bonds. In order to provide for the payment of the costs of constructing the Facility and acquiring and installing the Equipment, the Authority will, simultaneously with the delivery of this Lease Agreement, issue and sell the Bonds and will execute and deliver the Indenture. All the terms and conditions of the Indenture (including in the case of the Indenture, those provisions thereof, but without limitation thereto, relating to the amounts and maturity dates of the principal of the Bonds, the interest rate or rates thereof and the provisions for the redemption thereof prior to their respective maturities) are hereby approved by the City, and to the extent that any provisions of the Indenture are relevant to the calculation of any rental or other sum payable by the City hereunder or to the determination of any other obligation of the City hereunder, the City hereby agrees that such provisions shall be deemed a part of the Lease as fully and completely as if set out herein.

Section 5.4 Rental Provisions. The City will pay as rent for use and occupancy of the Facility, not later than fifteen (15) days prior to August 1, 2022, as rent during the initial Term of this Lease, the amount shown to be due on the Bonds on August 1, 2022 as set forth on Exhibit B hereto. For each Renewal Term, if any, after the Initial Term, the City will pay, as rent for use and occupancy of the Facility, not later than fifteen (15) days prior to each August 1 and February 1 during such Renewal Term, an amount equal to the amount due on such dates during such Renewal Term as shown on Exhibit B hereto.

There shall be credited on the rental for any period the amount on deposit in the Bond Fund not previously credited on any rental payment from amounts referable to accrued interest or

interest earnings derived from the investment of amounts on deposit in the Bond Fund. In the event that amounts on deposit in the Bond Fund on any Interest Payment Date are insufficient to pay the principal of and interest on the Bonds on such Interest Payment Date, the City will deposit into the Bond Fund the amount of such insufficiency but solely out of the revenues of the City received during the fiscal year of the City during which such deposit is required to be made.

(c) As additional rental during the Initial Term and during each Renewal Term thereafter in which this Lease shall be renewed as provided in Section 5.2 hereof, the City will pay:

(1) all premiums for the insurance provided for in Section 6.4 hereof, such premiums to be paid directly to the insurer or insurers;

(2) all expenses necessary to maintain the Facility and each part thereof and to keep the same in good repair, all such expenses to be paid from time to time as payment of such expenses becomes due directly to the persons furnishing services or material, or both, for such maintenance, repair and upkeep;

(3) all taxes and public improvement assessments against the Project that may become due and payable, any such taxes and assessments to be paid when due directly to the official to whom the said taxes or assessments, as the case may be, are required to be paid;

(4) the administrative expenses of the Authority for the Initial Term or the then current Renewal Term, as the case may be, all such administrative expenses to be paid directly to or on the order of the Authority as payment for such expenses becomes due;

(5) any fees, charges and expenses due from the Authority under the Indenture to the Trustee, such as fees, charges and/or expenses to be paid by the City directly to the Trustee as payment therefor becomes due;

(6) any rebate or other payments required to be made to the United States of America in order that the Bonds be and remain exempt from Federal income taxation; and

(7) all other charges which, if not paid, would form the basis for a charge or lien on the revenues of the Facility, the said charges to be paid directly to the person or persons to whom such charges are due;

provided, that the City shall be entitled to certain credits on the rental herein required to the extent provided in Section 10.1 of the Indenture.

The obligation of the City to pay the rental provided for herein for any fiscal year of the City during which this Lease shall be in effect and to make all other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority. The obligation of the City to pay rent for any term for which the Lease maybe renewed pursuant to the provisions hereof shall not be

contingent upon the Facility, as expanded, being placed in service.

Nothing herein contained shall be construed as imposing on the Authority or on the Trustee any duty or responsibility of giving any notice to the City of the amount on deposit in the Bond Fund, or of the amount of any other credits against rental available to the City, as of any rental payment date, but the Authority will cause the Trustee to respond to any reasonable request that the City may make for such information. Neither the Authority nor the Trustee shall be obligated to give any prior notice to the City of the due date or amount of any installment of rental hereunder (or the date on which any such installment becomes delinquent), and failure to receive any such prior notice, even if customarily given by the Authority or the Trustee, shall not relieve the City of its obligation to pay such installment of rental when it is due and payable.

So long as any of the Bonds are outstanding, all rental payments due hereunder by the City shall be made directly to the Trustee, for the account of the Authority (except as otherwise specifically provided above in part (c) of this section with respect to certain items of additional rent). The Authority will, promptly following the designation of any successor Trustee under the Indenture, give written notice to the City of the name and location of the principal corporate trust office of such successor Trustee, or it will cause such notice to be promptly given. In the event the due date of any installment of rental payable hereunder is a Sunday or legal holiday in Alabama, such installment shall be due on the next succeeding business day.

Section 5.5 Limited Obligation; Limited to Current Revenues; City Budget. The obligation on the part of the City to pay the rental required to be paid, and to perform the agreements on the part of the City herein required to be performed during any fiscal year of the City during which this Lease is in effect, shall constitute a limited obligation of the City, payable solely out of the revenues and receipts received by the City during the fiscal year of the City during which any such amount is payable. The City intends to cause this Lease to be included within the City budget each fiscal year of the City during which this Lease is in effect.

Anything herein to the contrary notwithstanding, for each fiscal year for which this Lease is in effect, the payments and obligations of the City for such fiscal year shall be payable solely from and performed solely out of the current revenues of the City for such fiscal year. Nothing herein contained, including, particularly, without limiting the generality of the foregoing, any reference to the Bonds or the Indenture, shall be construed as imposing upon the City and obligation to pay or otherwise provide for the retirement of any of the Bonds or to renew the Lease for one or more annual renewal terms. The City shall have no liability under this Lease except those specifically provided for herein within respect to the initial term and any renewal term for which the City shall have exercised its option to renew the lease arrangement herein made.

Section 5.6 This Lease Not a Debt. The State of Alabama shall not in any manner be liable for any obligations or agreements contained in this Lease. The rental payable and the covenants to be performed by the City under the provisions hereof shall never create a debt of the City within the meaning of Section 225 of the Constitution of the State of Alabama.

Section 5.7 Notice to Trustee of Certain Actions. The City agrees to notify the Trustee in the event that any action is taken or authorized to be taken by or on behalf of the City to cease to occupy the Project in accordance with the provisions of this Lease Agreement, such notice to be given within three (3) days following the date on which any such action is taken or authorized to be taken by or on behalf of the City.

Section 5.8 Budgeting of Rental Payments. The City agrees to include in its annual budget funds sufficient to make the rental payments herein required to be made for each fiscal year of the City during which this Lease Agreement is or is intended to be in effect.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1 Maintenance, Additions, Alterations and Improvements. During the Initial Term and any Renewal Term for which this Lease Agreement shall be in effect, the City will, at its own expense, (a) keep the Project in as reasonably safe condition as is reasonable for a public building of such size and character, and (b) subject to the provisions of Section 6.2 hereof, keep the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition (reasonable wear and tear excepted), making from time to time all necessary and proper renewals thereto (including, without limitation, exterior and structural repairs, renewals and replacements); provided however, that all such renewals, replacement and repairs shall be payable solely out of the current revenues of the City for the fiscal year of the City (or part thereof) corresponding to the Initial Term or any Renewal Term during which the City's obligation to pay such costs and expenses may have accrued; provided, further, that nothing contained in this sentence shall be construed to require the City to make any renewals, repairs or replacements that are elsewhere in this Lease Agreement expressly required to be made by the Authority. The City may, also at its own expense, make any additions, alterations or improvements to the Facility that it may deem desirable for its purposes, that do not adversely affect the structural integrity of any building or other structure forming a part of the Facility, and that will not impair the operating unity of the Facility, substantially reduce its value or change its character as a "project" under the Act; provided that all such additions, alterations or improvements shall

(1) be located wholly within the boundary lines of the Site, or

(2) be located wholly within the boundary lines of other adjacent real property hereafter acquired by the Authority, leased to the City by the Authority and subjected to the demise of these presents and to the lien of the Indenture and with respect to which the Authority and the Trustee have been furnished with an opinion of Counsel or a policy of title insurance satisfactory to each of them to the effect that the Authority has good and marketable title thereto, subject only to the lien of the Indenture and Permitted Encumbrances, or

(3) be located wholly within the boundary lines of the Site and such other adjacent real property.

Any such adjacent real property so subjected to the demise hereof and to the lien of the Indenture shall henceforth be considered, for purposes of this Lease Agreement, as part of the Site. All such additions, alterations and improvements so made by the City shall become a part of the Facility. The City will not, during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, permit any mechanics' or other liens to stand against the Facility for labor or materials furnished it in connection with any additions, alterations, improvements, repairs or renewals so made by it. During any such term, the City may, however, at its own expense and in good faith, contest any such mechanics' liens or other liens and in the event of any such contest may permit any such liens to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless by such action the lien of the Indenture to any part of the Facility shall be endangered or any part of the Facility shall be subject to loss or

forfeiture, in either of which events such mechanics' or other liens shall be promptly satisfied.

Section 6.2 Removal of Equipment. The Authority and the City recognize that items of the Equipment may from time to time become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project. In any instance where the City in its sole discretion determines that any item of Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project,

(a) The City may (if no event of default has occurred and is continuing, without the necessity of any consent or approval by the Authority or the Trustee) remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it without any responsibility or accountability to the Authority or the Trustee therefor, provided that the City substitutes and installs in the Project or on the Site (either by direct payment of the costs thereof or by advancing to the Authority the funds necessary therefor, as hereinafter provided) other equipment or personal property having equal or greater utility (but not necessarily the same value or function) in the operation of the Project for its intended purposes as hereinabove provided, which such substituted equipment or other personal property shall be free of all liens and encumbrances (other than the lien of the Indenture and Permitted Encumbrances), shall be the sole property of the Authority, shall be and become a part of the Equipment subject to the demise hereof and to the lien of the Indenture, and shall be held by the City on the same terms and conditions as the items originally comprising the Equipment; or

(b) The City may (if no event of default has occurred and is continuing, without the necessity of any consent or approval by the Authority or the Trustee) remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it, without any responsibility or accountability to the Authority or the Trustee therefor and without being required to substitute and install in the Project or on the Site other equipment or personal property in substitution therefor, provided that either (i) such item of Equipment has an individual book value (cost less accumulated depreciation calculated in accordance with generally accepted accounting principles, as determined for financial reporting purposes) of $10,000 or less as of the date of its removal from the Project, or (ii) all such removed items have an aggregate book value (determined as of the respective dates of their removal) not exceeding $500,000.

Any of the preceding provisions of this Section 6.2 to the contrary notwithstanding, the City shall not exercise the right to remove items of Equipment in such manner as to impair to a significant and substantial degree the utility or habitability of the Project.

The preceding provisions of this Section 6.2 shall apply only so long as any of the Bonds or any Additional Bonds are outstanding under the Indenture. After payment of all bonds outstanding under the Indenture (including provision for such payment as described in the Indenture), the City may, if in its sole discretion any item of the Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project for its intended purposes, remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it, without any responsibility or

accountability to the Authority therefor and without being required to substitute and install in the Project or on the Site other equipment or personal property in substitution therefor and may retain any money or other consideration received by it upon any disposition of any such item of Equipment.

In any case where the City is herein required to purchase, install and substitute in the Project or on the Site any item of equipment, it may, in lieu of purchasing and installing said equipment or other personal property itself, advance to the Authority the funds necessary therefor, whereupon the Authority will purchase and install such equipment in the Project or on the Site.

Nothing contained herein shall prohibit the City, at any time during which it is not in default hereunder, from removing from the Site any equipment that is owned by it or leased by it from third parties and that does not constitute part of the Equipment, provided (1) that such equipment may be removed without adversely affecting the structural integrity of any building or other structure forming a part of the Project or causing any material damage to any such building or structure or to the Site, or (2) that if such removal will result in adversely affecting the structural integrity of any such building or other structure or in causing any material damage to any such building or structure or to the Site, the City promptly after such removal takes such action as is necessary to restore the structural integrity of such building or structure or to repair such damage, as the case may be.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges. The City will pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever that may lawfully be assessed or levied against or with respect to the Project that may become due and payable during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the Project which, if not paid, would become a lien on the Project prior to or on a parity with the lien of the Indenture or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon and pledge and assignment thereof to be created and made in the Indenture), (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facility, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Initial Term or during any Renewal Term for which the Lease herein made shall be in effect.

The City may, at its own expense and in its own name and behalf or in the name and behalf of the City, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by such action the title of the Authority to any part of the Project shall be materially endangered or the Project or any part thereof shall become subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid prior to their becoming delinquent. The Authority will cooperate fully with the City in any such contest.

Section 6.4 Insurance. The City will, at all times while this Lease Agreement is in effect, maintain in effect, or cause to be maintained in effect, insurance against loss or damage to the Facility, with uniform standard extended coverage endorsement limited only as may be provided in the broad form of extended coverage endorsement at the time in use in Alabama,

(a) insurance against loss or damage to the Facility, with uniform standard extended coverage endorsement limited only as provided in the broad form of extended coverage endorsement at the time in use in the State of Alabama, (i) to such extent as is necessary to provide for full payment of the costs of repairing or replacing the property damaged or destroyed, or (ii) to the extent of the full replacement value of the Facility, whichever of the foregoing (i) or (ii) is the greatest and is available; and

(b) comprehensive public liability insurance for injury or death to third parties or damage to their property as a result of occurrences on or about the Project in an amount not less than $1,000,000.00.

The City may be self-insured with respect to public liability insurance of the type described in the preceding clause (b) if it creates and continues to maintain (or causes to be created and continuously maintained) separate reserves therefor in amounts which, in the sole discretion of the City, are reasonable.

All policies evidencing the insurance required by the terms of the preceding paragraph shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken, and may be written with deductible amounts comparable to those on similar policies carried by persons engaged in businesses of the size and type of the City. All such insurance policies, other than those evidencing the insurance required by clause (b) of the preceding paragraph and such other policies or portions thereof as may evidence insurance against liability for injury to persons or property of others, shall name as insureds the Authority, the Trustee and the City (as their respective interests shall appear) and shall contain standard mortgage clauses providing for all losses thereunder to be paid to the Trustee; provided that all losses may, at any time during which this Lease Agreement is in effect, be adjusted by the City, subject to the written approval of the Trustee. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered, but only if appropriate allocation certificates and loss payable endorsements are furnished to the Authority and the Trustee.

All policies evidencing the insurance required by the terms of the first paragraph of this Section 6.4 shall contain an agreement on the part of the insurer issuing such policy that the same shall not be cancelled by such insurer unless thirty (30) days' prior written notice of such cancellation shall have been given to the Authority and the Trustee.

All policies evidencing the insurance required to be carried by the preceding provisions of this section (with premiums therefor until and including the then next succeeding

September 30 paid in advance) shall be deposited with the Trustee (i) on the effective date of this Lease Agreement or, in the event that there is then in effect so-called "builder's risk insurance" of the type referred to in the next succeeding paragraph, the earliest date thereafter on which the City is required by the provisions of this section to maintain (or cause to be maintained) the insurance required by the preceding provisions of this section, and (ii) on the first day of each Renewal Term thereafter during which this Lease Agreement is in effect, except that, in lieu of any of such policies, the City may deposit or cause to be deposited with the Trustee a certificate or certificates of the respective insurers attesting the fact that such insurance is in force and effect, with all premiums paid as aforesaid. Prior to the expiration or cancellation of any such policy, the City will furnish or cause to be furnished to the Trustee evidence reasonably satisfactory to the Trustee that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease Agreement.

Any of the provisions of this Lease Agreement to the contrary notwithstanding,

(1) the City shall not, until the Completion Date, be required to maintain (or cause to be maintained) any of the insurance that would otherwise be required hereby so long as there shall be in effect so-called "builder's risk insurance" substantially equivalent to the insurance that would otherwise be required to be maintained by the City hereunder, it being understood and agreed, however, that if at any time prior to the Completion Date no such "builder's risk insurance" is in effect, the City shall be required to maintain (or cause to be maintained) insurance of the type and character referred to in the preceding provisions of this Section 6.4; and

(2) any proceeds derived from any such "builder's risk insurance" shall be applied as provided in the related construction contract.

Section 6.5 Advances by Authority or Trustee. In the event the City fails during the Initial Term or any Renewal Term for which this Lease Agreement shall be in effect, to take out or maintain the full insurance coverage required by this Lease Agreement or fails to keep the Facility in a safe condition as is reasonable for a facility of such size and character or the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, the Authority or the Trustee, after first notifying the City of any such failure on its part and after the subsequent failure by the City to take out or maintain such insurance or to take action reasonably calculated to keep the Facility in a safe condition as is reasonable for a facility of the size and character of the Facility or the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same or make such repairs, renewals and replacements as may be necessary to maintain the Facility in as reasonably safe condition as the City's operations permit and the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, respectively; and all amounts so advanced therefor by the Authority or the Trustee shall become an additional obligation of the City to the Authority or to the Trustee, as the case may be, which amounts, together with interest thereon at the rate of ten per cent (10%) per annum from the date thereof, the City will pay; provided, that any such additional obligation of the City shall be payable solely out of the current revenues of the City for the fiscal year of the City during which such obligation shall be incurred. Any remedy herein vested in the Authority or the Trustee for the collection of rental payments shall also be available to the Authority and the Trustee for the collection of all such amounts so advanced.

ARTICLE VII

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction Provisions. If the Facility or any of the Equipment is destroyed, in whole or in part, or is damaged, by fire or other casualty, the City will promptly so notify the Trustee in writing. If, in such event, the City is not entitled to exercise its right to require the Authority to redeem and retire all the then outstanding Bonds granted in Section 11.1 hereof or if, in such event, being entitled to, it does not exercise such option, the Net Insurance Proceeds shall be paid to and held by the Trustee (or, if the Bonds have been fully paid, the Authority), whereupon

(i) the Authority will proceed, as promptly as practicable under the circumstances and under such terms, conditions and contracts as shall be approved by the City, to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as prior to the event causing such damage or destruction, with such changes, alterations and modifications as shall be specified by the City and as will not change the character of the Facility as a "project" under the Act; provided, that the City shall not cause any such changes, alterations or modifications to be made which would cause the costs of repairing, replacing, rebuilding or restoring the property damaged or destroyed to exceed the Net Insurance Proceeds referable thereto, unless the City pays, or provides funds to the Authority for payment of, the amount by which such costs exceed such insurance proceeds, and

(ii) the Trustee will apply the Net Insurance Proceeds to payment of the costs of such repair, rebuilding or restoration.

Any balance of the Net Insurance Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

The Authority's obligation to pay costs of repairing, restoring or rebuilding any property damaged or destroyed shall be limited solely to the Net Insurance Proceeds referable thereto, plus any funds that may be contributed for such purpose. If, after being furnished with the necessary funds (whether from insurance proceeds or from other sources), the Authority fails or refuses after reasonable request so to take any action required to repair, rebuild or restore the property damaged or destroyed, the City may, for and in the name and behalf of the Authority, take such action as is required to accomplish such repair, rebuilding or restoration, in which case it shall be entitled to reimbursement for the costs thereof from the funds referred to above, to the extent such funds are sufficient therefor. In no event shall the Authority undertake the work of any repair, rebuilding or restoration unless and until (i) it has been notified in writing by the City that the City irrevocably relinquishes any right it may have, on account of such damage or destruction, to exercise the option granted in Section 11.1 hereof to require the Authority to redeem and retire all then outstanding Bonds, or (ii) the time within which the City must exercise such option has expired without the City having exercised such option. If, however, as a result of such damage or destruction, the City is entitled to exercise such option and duly does so in accordance with the applicable provisions of said Section 11.1, the Authority shall not be required to repair, rebuild or restore the property damaged or destroyed, in which event so much

(which may be all) of any Net Insurance Proceeds referable to such damage or destruction as shall be necessary to provide for full retirement of the Bonds (as specified in Section 11.1 hereof) shall be paid or credited by the Trustee into the Bond Fund and the excess thereafter remaining (if any) shall be paid to the City after retirement of all outstanding Bonds.

Section 7.2 Condemnation Provisions. If the Facility or any part thereof is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority, the entire condemnation award referable to the Facility shall be paid to the Trustee and applied as hereinafter provided:

(a) Taking of All or Substantially All the Facility. If title to all or substantially all the Facility is taken by such eminent domain proceeding, this Lease Agreement shall terminate as of the date the condemning authority enters into possession of the Facility. If the Net Condemnation Award plus all amounts in the Bond Fund and the Construction Fund (if any) are sufficient to pay and retire all the then outstanding Bonds, the Trustee shall take such action as may be necessary under the provisions of Article VI of the Indenture to call for redemption all the outstanding Bonds on the forty-fifth (45th) day after the condemning authority enters into possession of the Facility or after the receipt by the Trustee of the entire final condemnation award, whichever is later, and the Trustee shall segregate and set aside in the Bond Fund (out of moneys therein, in the Construction Fund and the Net Condemnation Award) all moneys that may be available to provide for retirement of the Bonds. Any balance of the said moneys remaining after full payment of all the outstanding Bonds shall be paid to the City. If, however, the total of such amounts is not sufficient to pay and retire all the then outstanding Bonds, the Trustee will apply such amounts in accordance with Section 14.3 of the Indenture.

The City shall not, on account of being deprived of the use and occupancy of the Facility as the result of the taking by eminent domain of all or substantially all thereof, be entitled to any rebate or abatement of any Basic Rent applicable to the Initial Term or any Renewal Term that it may have, prior to such taking, paid to the Trustee for the account of the Authority. If, however, the sum of the Net Condemnation Award and the amounts in the Bond Fund and the Construction Fund (if any) exceeds the sum needed to retire all the then outstanding Bonds (including, without limitation thereto, principal, premium (if any), interest to maturity or earliest practicable redemption date (as the case may be), expenses of redemption and Trustee's fees, charges and disbursements) in accordance with the applicable provisions of the Indenture, then such excess shall be paid to the City after all the then outstanding Bonds have been retired.

(b) Taking of Less Than All or Less Than Substantially All the Facility. If title to less than all or less than substantially all the Facility is taken by such eminent domain proceeding, this Lease Agreement (including, without limitation, the options of the City to renew the Lease herein made for successive Renewal Terms and the obligation of the City to pay the Basic Rent applicable to the Initial Term and all Renewal Terms for which said Lease shall be in effect) shall continue in full force and effect but with the following consequences;

(1) If no part of the Facility is taken or damaged and if in the City's opinion the use of the Facility is not impaired by such taking, the Net Condemnation Award referable

thereto shall be paid into the Bond Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

(2) If any part of the Facility is taken or damaged or if in the City's opinion the use of the Facility is impaired by such taking, the Authority will proceed, as promptly as practicable under the circumstances and upon such terms as shall be approved in writing by the City, to repair, rebuild or restore the portion or portions of the Facility taken or damaged or to rearrange the Facility and any other facilities then forming a part of the Facility so as to make them suitable for the use of the City (provided that the City shall not prescribe terms and conditions for such repair, replacement, rebuilding, restoration or rearrangement which would cause the costs thereof to exceed the Net Condemnation Award referable to such taking unless the City pays, or provides for the payment of, the amount by which such costs exceed such condemnation award) and the Trustee will apply the Net Condemnation Award referable to such taking to payment of the costs of such repair, rebuilding, restoration or rearrangement. If the Net Condemnation Award is in excess of the costs of such repair, rebuilding, restoration or rearrangement, the excess shall be paid into the Bond Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption. The Authority's obligation to pay the costs of such repair, replacement, rebuilding, restoration or rearrangement shall be limited solely to the Net Condemnation Award, plus any funds that may have been contributed to it for such purpose. If, after being furnished with the necessary funds (whether from condemnation proceeds or from other sources), the Authority fails or refuses after reasonable request so to repair, rebuild or restore the Facility or to rearrange the facilities forming a part of the Facility so as to make them suitable for the use by the City, the City may, for and in the name and behalf of the Authority, perform the work of such repair, rebuilding, restoration or rearrangement, in which case it shall be entitled to reimbursement for the costs thereof from the funds referred to above, to the extent that such funds are sufficient therefor. The preceding provisions of this subparagraph (2) to the contrary notwithstanding, in no event shall the Authority undertake the work of any repair, rebuilding, restoration or rearrangement thereunder unless and until (A) it has been notified in writing by the City that the City irrevocably relinquishes any right it may have, on account of such condemnation, to exercise the option to require the Authority to redeem and retire all the then outstanding Bonds granted in Section 11.1 hereof, or (B) the time within which the City must exercise such option has expired without the City having exercised such option. If, however, as result of such taking, the City is entitled to exercise such option and duly does so in accordance with the applicable provisions of said Section 11.1, then the Authority shall not be required to repair, rebuild or restore the Facility or to rearrange the portion or portions of the Facility so damaged or taken nor shall any of the other said provisions of this subparagraph (2) apply in such case, and so much (which may be all) of the Net Condemnation Award referable to such taking as may be necessary to provide for full payment and retirement of the Bonds (as specified in Section 11.1 hereof) shall be paid or credited by the Trustee into the Bond Fund and the excess thereafter remaining (if any) shall be paid to the City after all the outstanding Bonds have been retired.

The Authority will cooperate fully with the City in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Facility or any part thereof and will follow all reasonable directions given to it by the City in connection with such proceeding. In no event will the Authority settle, or consent to the settlement of, any prospective

or pending condemnation proceeding with respect to the Facility or any part thereof without the prior written consent of the City.

Section 7.3 City Obligations Upon Event of Damage or Condemnation. .In the event of damage to or destruction of the Facility or any part thereof or the taking of less than all or less than substantially all the Facility through eminent domain proceedings, the City shall not be or become obligated to pay, or to make any arrangements for the payment of, any of the costs of repairing, replacing, rebuilding or restoring the property damaged, destroyed, or taken or any of the costs of rearranging the Facility or any other facilities then forming a part of the Facility, nor shall it be or become obligated to renew the Lease herein made for any Renewal Terms commencing after the occurrence of such damage, destruction or taking, and the exercise by the City of any of its rights hereunder (including, without limiting the generality of the foregoing, its exercise of the right herein granted to have such repair, replacement, rebuilding, restoration or rearrangement carried out in accordance with its requirements) shall not be deemed to impose any obligations, either direct or consequential, on the City in connection with any such repair, replacement, rebuilding, restoration or rearrangement that may be undertaken by the Authority. If such damage, destruction or taking occurs during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, then in such event the City shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the remainder of such term. If prior to the occurrence of such damage, destruction or taking, the City shall have renewed the Lease herein made for a Renewal Term that commences after such occurrence, the City shall not be entitled to any rebate of any portion of the Basic Rent applicable to such term that it may have theretofore paid and it shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the whole or any part of such term. If, after the occurrence of such damage, destruction or taking, the City exercises its option to renew the Lease herein made for any Renewal Term, it shall not be entitled to any reduction in the Basic Rent for such Renewal Term because during all or part thereof it may have been deprived of the use and occupancy of the Facility, in whole or in part, as a result of the Facility or any other facilities then forming a part of the Facility not having been restored to a usable condition.

Section 7.4 Condemnation of Right to Use of Facility for Limited Period. If the use, for a limited period, of all or part of the Facility is taken by any such eminent domain proceeding, this Lease Agreement (including, without limitation, the options of the City to renew the Lease herein made for successive Renewal Terms and the obligation of the City to pay the Basic Rent applicable to the Initial Term and all Renewal Terms for which said Lease shall be in effect) shall, unless as a result thereof the City is entitled to exercise the option to require the Authority to redeem all then outstanding Bonds granted in Section 11.1 hereof and duly does so in accordance with the provisions of said Section 11.1, continue in full force and effect, but with the consequences specified in the remaining provisions of this Section 7.4.

If such taking occurs during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, the City shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the Facility for all or any part of the remainder of such term. If, prior to such taking, the City shall have

renewed the Lease herein made for a Renewal Term that commences after such taking, the City shall not be entitled to any rebate of any portion of the Basic Rent applicable to such term that it may have therefore paid and it shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the whole or any part of such term. If, after such taking, the City shall exercise its option to renew the Lease herein made for any Renewal Term, it shall not be entitled to any reduction in the Basic Rent applicable to such Renewal Term for any portion of such term (which may be all) during which it may be deprived of the use and occupancy of the Facility, in whole or in part, because of the continuation of such taking. The City and the Authority will deposit in the Bond Fund, or will cause to be deposited therein, the total of all condemnation awards that may, from time to time, be made to either or both of them as compensation for the taking of the use by or interest in the Facility of either of them, whether by way of damages, rent or otherwise, and all condemnation awards referable to such taking that are deposited in the Bond Fund (whether initially received by the City, the Authority or the Trustee) shall be available as a credit on the Basic Rent payable by the City for any Renewal Term beginning after the deposit of such awards in the Bond Fund. If such taking ends during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, the City shall restore the Facility as nearly as practicable to the condition existing immediately prior to such taking, with such changes, alterations and modifications as will not change the character of the Facility as a "project" under the provisions of the Act; provided, however, that all costs and expenses that the City may be obligated to pay with respect to such restoration shall be payable solely out of the current revenues of the City for the fiscal year of the City during which such taking ends.

Section 7.5 Condemnation of City-Owned Property. In the event the Facility or any part thereof is taken through eminent domain proceedings, the City shall be entitled to any condemnation award or portion thereof made for damages to or takings of its own property, as well as all other sums awarded as compensation for the interest of the City in the part of the Facility taken and as damages to the interest of the City in any part thereof not taken (excluding, however, compensation and damages referable to the City's use of or interest in the Facility in the event of a taking of the Facility or any part thereof for a limited period), but there shall be deducted therefrom, or paid directly by the City, all attorneys' fees and other expenses incurred in connection with the receipt of such award or sum or portion thereof.

ARTICLE VIII

PARTICULAR COVENANTS OF THE CITY

Section 8.1 General Covenants. The City will not do or permit anything to be done on or about the Project that will affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise. The City will, in the use of the Facility and the Equipment and the public ways abutting the Site, comply with all applicable lawful requirements of all governmental bodies.

Section 8.2 Release and Indemnification Covenants. To the extent permitted by Alabama law, the City releases the Authority from, covenants that the Authority shall not be liable for, and agrees to hold the Authority harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned on account of any defect in the

Facility, including any expenses incurred by the Authority in connection with the defense of any claim against it arising out of any such loss, damage, injury or death; provided, however, that the City shall have no liability pursuant to this Section 8.2 unless such liability shall be fixed, both as to the obligation of the City to pay such liability and as to the amount thereof, during the Initial Term on any Renewal Term for which this Lease Agreement shall be in effect; provided further that any liability of the City pursuant to this Section 8.2 shall be payable solely out of the current revenues of the City for the fiscal year of the City during which such liability becomes so fixed; provided further that nothing herein contained shall be construed to indemnify the Authority against, or to release the Authority from liability for, any loss or damage that may result from wanton misconduct on the part of the Authority or from its own intentional wrongful acts. The City will provide for and insure, pursuant to the public liability provisions of Section 6.4 hereof, not only its own liability in respect of the matters there mentioned but also the liability assumed pursuant to this Section 8.2. The Authority will not, without the prior written consent of the City, settle or consent to the settlement of any prospective or pending litigation for which the City is or may be obligated, under the provisions of this Section 8.2, to indemnify the Authority, and the City shall have full and complete control of any such litigation, including (without limitation) the right to select counsel for the Authority.

Section 8.3 Inspection of Facility. The City will permit the Authority, the Trustee and their duly authorized agents at all reasonable times to enter upon, examine and inspect the Facility. So long as any of the Bonds are outstanding and unpaid, the City will also permit the Trustee and its duly authorized agents to take such action as may be necessary and convenient to cause the Facility to be kept in as reasonably safe condition as is reasonable for a public building of the size and character of the Facility and the Equipment and the other improvements on the Site to be kept in reasonable repair and operating condition, all as and to the extent provided in Sections 6.1 and 6.5 hereof.

Section 8.4 Further Assurances. The City will, at its own cost and expense, take all actions that may at the time and from time to time be necessary to perfect, preserve, protect and secure the interests of the Authority and the Trustee, or either, in and to the Facility, including, without limitation, the filing of all financing and continuation statements. The City further agrees, without in any way limiting the generality of the foregoing, to take any and all such actions that in the judgment of the Authority or the Trustee are necessary for the perfection, preservation, protection and securing of such interests.

Section 8.5 Concerning Issuance of Additional Bonds. The City and the Authority recognize that under the provisions of the Indenture, the Authority is authorized to issue one or more series of Additional Bonds on a parity with the Bonds, for certain purposes, provided that the conditions precedent specified in the Indenture are complied with. If the City is not in default hereunder, the Authority will, on the written request of the City and upon being furnished by the City with the documentation required therefor in subsections (c) and (d) of Section 8.2 of the Indenture, take such actions as are necessary to authorize the issuance and sale of such amount of Additional Bonds as is specified in such request and will use its best efforts to effect the sale thereof; provided that the interest rate or rates to be borne by such Additional Bonds and the purchase price to be paid therefor are approved in writing by the City.

Section 8.6 Limitation on New Facilities When Lease Note Renewed. The City hereby agrees that, during any period in which the Series 2022 Bonds are outstanding and the City has not renewed the term of this Lease, the City will not construct any new facilities, or lease any new space, in any building, structure or other facility in or about the City, for the same purpose for which the Facility was leased except pursuant to a supplemental Lease Agreement entered into between the City and the Authority pursuant to the provisions of the Indenture; provided, nothing herein shall prohibit or limit the ability of the City to conduct city hall and city management and operations functions in other facilities that the City owns or leases. For the avoidance of doubt, the City hereby declares and reserves its right to continue the conduct of city hall and city management operations and functions (including, without limitation, headquarter facilities for the operations of Huntsville Utilities and other facilities for the conduct of business and operations of the City) in facilities currently owned, leased or operated by the City at any time without regard to this Lease, the Indenture or the Series 2022 Bonds.

ARTICLE IX

CERTAIN PROVISIONS RELATING TO ASSIGNMENT AND MORTGAGING AND TO THE BONDS

Section 9.1 Mortgaging of Facility by Authority. It is understood and agreed that the Authority will mortgage, on a non-foreclosable basis, the Facility to the Trustee as security for the payment of the Bonds, subject to this Lease Agreement (which Lease Agreement and the estate of the City hereunder shall be prior and superior to the lien of the Indenture), and will assign its interest in and pledge any moneys receivable under this Lease Agreement to the Trustee as security for payment of the principal of and the interest and premium (if any) on the Bonds. The City hereby agrees to such mortgage and assignment and understands that such mortgage and assignment shall not be foreclosable. It is further understood and agreed that the Authority will in the Indenture obligate itself to follow the instructions of the Trustee or the holders of the Bonds or a certain percentage thereof in the election or pursuit of any remedies herein vested in it. Upon the assignment and pledge to the Trustee of the Authority's interest in this Lease Agreement, the Trustee shall have all rights and remedies herein accorded the Authority and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the Trustee, and the Trustee and the holders of the Bonds shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the City herein contained. Subsequent to the issuance of the Bonds and prior to their payment in full, the Authority and the City shall have no power to modify, alter, amend or (except as specifically authorized herein) terminate this Lease Agreement without the prior written consent of the Trustee and then only as provided in the Indenture. The Authority will not, so long as the City is not in default hereunder, amend the Indenture or any indenture supplemental thereto without the prior written consent of the City.

Without the prior written consent of the City, the Authority will not, at any time while the City is not in default hereunder, hereafter issue any bonds or other securities (including refunding securities), other than the Bonds and any Additional Bonds, that are payable out of or secured by a pledge of the revenues and receipts derived by the Authority from the leasing or sale of the Facility, nor, without such consent, will the Authority, at any time while the City is not in default hereunder, hereafter place any mortgage or other encumbrance (other than the

Indenture and supplemental indentures contemplated thereby) on the Facility or any part thereof. Neither the Authority nor the City will unreasonably withhold any consent herein or in the Indenture required of either of them.

Section 9.2 References to Bonds Ineffective After Bonds Paid. Upon full payment of the Bonds, all references in this Lease Agreement to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights hereunder. For purposes of this Lease Agreement, any of the Bonds shall be deemed fully paid if there exist, with respect thereto, the applicable conditions specified in Section 17.1 of the Indenture.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be "events of default" under this Lease Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the City to pay the Basic Rent applicable to the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, or the fees, charges or disbursements of the Trustee for its services, which failure shall result in funds not being available in the Bond Fund sufficient to pay the principal of and interest on the Bonds on any Interest Payment Date; or

(b) Failure by the City to perform or observe any of its other agreements or covenants contained in this Lease Agreement, which failure shall have continued for a period of sixty (60) days after written notice specifying, in reasonable detail, the nature of such failure and requiring the City to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to the City by the Authority or the Trustee, unless (i) the Authority and the Trustee shall agree in writing to an extension of such period prior to its expiration, or (ii) during such sixty (60) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action, or (iii) the City is by reason of force majeure at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent; or

(c) Failure of the City to appropriate any amounts due hereunder for any term of the Lease then in effect; or

(d) The filing by the City of a voluntary petition in bankruptcy, or failure of the City promptly to lift any execution, garnishment or attachment of such consequences as will impair operations at the Facility, the seeking of or consenting to or acquiescing by the City in the appointment of a receiver of all, or substantially all, of the property thereof or of the Facility or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors

The term "force majeure" as used in subsection (b) of this section means acts of God or the

public enemy, strikes, labor disputes, lockouts, work slowdowns or stoppages or other industrial disturbances, insurrections, riots or other civil disturbances, orders of the United States of America, the State of Alabama or any department, agency or political subdivision of either thereof, or of other civil or military authority, or partial or entire failure of public utilities.

Section 10.2 Remedies on Default. Whenever any such event of default shall have happened and be continuing, the Authority and the Trustee (or the Trustee on behalf of the Authority) may:

(a) take possession of the Facility and rent all or any part thereof for the account of the City for the remainder of the Initial Term or any Renewal Term then in effect;

(b) terminate the Lease Agreement, take possession of the Facility and lease the same for the account of the Authority;

(c) declare all installments of Basic Rent payable for the remainder of the Initial Term or Renewal Term then in effect, as the case may be, immediately due and payable; and

(d) take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due, or to enforce any obligation, covenant or agreement of the City under this Lease Agreement.

Section 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as is herein expressly required.

Section 10.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Further, neither the receipt nor the acceptance of rental hereunder by the Authority, or by the Trustee on its behalf, shall be deemed to be a waiver of any breach of any covenant or condition herein contained even though at the time of such receipt or acceptance there has been a breach of one or more covenants or conditions on the part of the City herein contained and the Authority or the Trustee (or both) have knowledge thereof.

ARTICLE XI

RIGHT OF CITY TO REQUIRE REDEMPTION OF BONDS

Section 11.1 Right to Require Authority to Redeem Bonds. The City shall have, and is hereby granted, the right to require the Authority to effect the redemption and retirement of all the Bonds in the event that:

(a) the Facility is damaged or destroyed, by fire or other cause, to such extent that in the opinion of an Independent Engineer, expressed in a written certificate filed with the Authority and the Trustee, (i) the Facility cannot reasonably be restored to the condition thereof immediately preceding such damage or destruction within a period of three (3) consecutive months, (ii) the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than three (3) consecutive months, or (iii) the cost of restoration thereof would exceed the sum of the Net Insurance Proceeds referable to such damage or destruction, or

(b) title to, or the temporary use of, any part of the Facility is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority and such taking or takings result (or, in the opinion of an Independent Engineer, expressed in a written certificate filed with the Authority and the Trustee, are likely to result) in the City being thereby prevented from using the Facility for a period of not less than three (3) consecutive months, or

(c) as a result of any changes in the Constitution of the State of Alabama or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the City in good faith, this Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein or unreasonable burdens or excessive liabilities are imposed on the Authority or the City.

To exercise such option, the City

(i) shall, within sixty (60) days following the event authorizing the exercise of such right, give written notice to the Authority and the Trustee,

(ii) shall specify therein the date of redemption, which shall be not less than thirty (30) nor more than sixty (60) days after the date such notice is mailed, and

(iii) shall five (5) days prior to the date fixed for redemption pursuant to the preceding clause (ii) pay to the Trustee (for the account of the Authority), as consideration for the exercise of the right to require the redemption and retirement of the Bonds, an amount which, when added to the total of the amounts on deposit in the Bond Fund and the Construction Fund plus the amount of any Net Insurance Proceeds or Net Condemnation Award in the hands of the Trustee and referable to the damage, destruction or condemnation authorizing the exercise of such right, will be sufficient to pay, retire and redeem all the outstanding Bonds on the said date

fixed for redemption, including, without limitation, principal, premium (if any), all interest to mature until and on such date, expenses of redemption and Trustee's reasonable fees, charges and disbursements.

In the event that at the time of the exercise of any right herein granted, there have not been collected by the Authority, the Trustee or the City the entire insurance proceeds or condemnation award referable to any damage, destruction or condemnation authorizing the exercise of such option, all Net Insurance Proceeds and all Net Condemnation Awards thereafter collected and referable to such damage, destruction or condemnation shall be paid to the City, and the Authority will take all actions necessary to cause the amount of any such award or proceeds to be paid to the City. The provisions of this paragraph shall survive the expiration of the term of this Lease Agreement or any termination hereof unless at the time of such expiration or termination the City is in default hereunder.

Section 11.2 City to Cause Bonds to be Redeemed. The Authority hereby covenants and agrees not to call for redemption any Bonds pursuant to the optional redemption provisions of Section 7.2 of the Indenture unless directed by the City in writing. The Authority shall cause the terms of the Indenture to provide that Bonds may be called for redemption and payment pursuant to a resolution or ordinance adopted by the City and delivered to the Trustee. In the event the City is entitled to, and does elect to cause Bonds to be redeemed and retired pursuant to the Indenture, the Authority shall cooperate and provide such notices, directions, orders, requests, instruments, agreements and other reasonably requested documents and actions as shall be necessary or desirable to effectuate such redemption.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Limited Effect of Lease on Obligation of City. Neither the execution and delivery of this Lease Agreement nor any other actions taken by the City in connection with the issuance and sale of the Bonds shall obligate the City to renew the Lease for any Renewal Term following the Initial Term.

Section 12.2 Assignment. This Lease Agreement will be assigned and pledged by the Authority as security for the Bonds to be issued to finance the construction of the Facility and the acquisition of the items of Equipment. This Lease Agreement shall not be assigned by the City, and any instrument purporting or attempting to assign the interest of the City hereunder shall be void.

Section 12.3 Termination of the Lease Upon Full Payment of Bonds. (a) All references in this Lease Agreement to the Bonds and the Trustee shall be ineffective, and neither the Trustee nor the holders of any of the Bonds shall thereafter have any rights under the Lease, and this Lease Agreement shall terminate upon full payment of the Bonds. For purposes of this Lease Agreement, the Bonds shall be deemed fully paid if there exist with respect thereto the applicable conditions specified in Section 17.1 of the Indenture.

(b) The Authority and the City hereby acknowledge that the Act provides, as of the time of the delivery of this Lease Agreement, that in the event the Authority shall at any

time have outstanding and unpaid bonds payable, in whole or in part, from the revenues derived from the Project, then, as and when the principal of and interest on all such bonds shall have been paid in full, title to the Project shall thereupon vest in the City. In order to conform this Lease Agreement to the aforesaid provision of the Act and in order to establish the City's right to the Project if, at such time as the Bonds shall have been fully paid, the Act does not then automatically vest title to the Project in the City, the Authority hereby conveys to the City all the Authority's right, title and interest in and to the Project, said right, title and interest to vest absolutely in the City upon full payment of the Bonds and all other indebtedness of the Authority secured (in whole or in part) by a lien on the Project or payable (in whole or in part) out of the revenues derived by the Authority therefrom. The Authority and the City hereby further agree that the right, title and interest of the Authority in and to the Project shall, without further action on the part of the Authority, automatically vest in the City upon full payment of the Bonds and such other indebtedness. In no event, however, shall the City be entitled to claim or enforce any rights in the Project pursuant to the aforesaid conveyance by the Authority which would in any way impair the rights of the Trustee, the holders of any of the Bonds, or any creditors of the Authority with respect to any other indebtedness. The estate of the City created by such conveyance is in the nature of a contingent remainder, and such estate shall not merge with the lease estate of the City created by the Lease until all conditions precedent to its vesting shall have been satisfied, including, without limitation thereto, the satisfaction and discharge of the lien of the Indenture in accordance with the provisions of Section 17.1 of the Indenture. The Authority will, at the expense of the City, execute and deliver such further instruments and do such further acts as may be necessary or appropriate to perfect and secure the title of the City to the Project, if and when the City's right thereto vests absolutely pursuant to the provisions of this paragraph. The provisions of this paragraph shall survive any termination of the Lease resulting from the full payment of the Bonds. If, upon full payment and retirement of all the Bonds, any moneys then remain in any of the special funds created in the Indenture, and if the Lease remains in effect until the full payment and retirement of all the Bonds and the City is not then in default under the Lease, the Authority will cause the Trustee to pay all such moneys to the City, and the Authority hereby assigns all such moneys to the City.

Section 12.4 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 12.5 Severability. In the event that any provision of the Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed and construed to be severable from the remaining provisions of the Lease, with the intended result that such holding shall not invalidate or render unenforceable any other provisions of the Lease.

IN WITNESS WHEREOF, the Authority has caused this Lease Agreement to be executed by its Chairman, has caused its corporate seal to be hereunto affixed, and has caused this Lease Agreement to be attested by its Secretary, both of whom are hereunto duly authorized, and the City has caused this Lease Agreement to be executed by its Mayor, has caused its corporate seal to be hereunto affixed, and has caused this Lease Agreement to be attested by its City Clerk, both of whom are hereunto duly authorized, all in several counterparts, each of which shall be deemed an original, and the Authority and the City have caused this Lease Agreement to be dated March 3, 2022.

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

By _____
Its Chairman

[SEAL]

Attest:

_____
Its Secretary

CITY OF HUNTSVILLE, ALABAMA

By _____
Mayor

[SEAL]

Attest:

_____
City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, Lee V. Bradley, a Notary Public in and for said county in said state, hereby certify that **MARK RUSSELL**, whose name as Chairman of **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE**, a public corporation and instrumentality under the laws of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this 3rd day of March, 2022.

_____

Notary Public

(NOTARIAL SEAL)

STATE OF ALABAMA

COUNTY OF MADISON

I, Lee V. Bradley, a Notary Public in and for said county in said state, hereby certify that **TOMMY BATTLE**, as Mayor of the **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama, 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 officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal of office, this 3rd day of March, 2022.

_____

Notary Public

(NOTARIAL SEAL)

EXHIBIT A
THE SITE

Lot 4 according to the Subdivision Plat of Urban Renewal Project ALA R-32 Big Spring Area, Huntsville, Alabama, Section "A," as the same is recorded in the Madison County Probate Records in Plat Book 8, Page 22, with said Property being bounded on the west and north by Fountain Circle, on the south by Gates Avenue, and on the east by Madison Street.

Less and Except and reserving unto the City of Huntsville, however, the designated rights-of-way for Fountain Circle, Gates Avenue, and Madison Street.

EXHIBIT B

Payment Date	Principal[(1)]	Interest[(1)]	Total[(1)]
8/1/2022	--	$1,513,053	$1,513,053
2/1/2023	$1,115,000	1,840,200	2,955,200
8/1/2023	--	1,823,475	1,823,475
2/1/2024	1,155,000	1,823,475	2,978,475
8/1/2024	--	1,800,375	1,800,375
2/1/2025	1,210,000	1,800,375	3,010,375
8/1/2025	--	1,770,125	1,770,125
2/1/2026	1,270,000	1,770,125	3,040,125
8/1/2026	--	1,738,375	1,738,375
2/1/2027	1,335,000	1,738,375	3,073,375
8/1/2027	--	1,705,000	1,705,000
2/1/2028	1,405,000	1,705,000	3,110,000
8/1/2028	--	1,669,875	1,669,875
2/1/2029	1,475,000	1,669,875	3,144,875
8/1/2029	--	1,633,000	1,633,000
2/1/2030	1,550,000	1,633,000	3,183,000
8/1/2030	--	1,594,250	1,594,250
2/1/2031	1,630,000	1,594,250	3,224,250
8/1/2031	--	1,553,500	1,553,500
2/1/2032	1,715,000	1,553,500	3,268,500
8/1/2032	--	1,510,625	1,510,625
2/1/2033	1,805,000	1,510,625	3,315,625
8/1/2033	--	1,465,500	1,465,500
2/1/2034	1,895,000	1,465,500	3,360,500
8/1/2034	--	1,418,125	1,418,125
2/1/2035	1,990,000	1,418,125	3,408,125
8/1/2035	--	1,368,375	1,368,375
2/1/2036	2,095,000	1,368,375	3,463,375
8/1/2036	--	1,316,000	1,316,000
2/1/2037	2,200,000	1,316,000	3,516,000
8/1/2037	--	1,261,000	1,261,000
2/1/2038	2,315,000	1,261,000	3,576,000
8/1/2038	-	1,203,125	1,203,125
2/1/2039	2,435,000	1,203,125	3,638,125
8/1/2039	--	1,142,250	1,142,250
2/1/2040	2,560,000	1,142,250	3,702,250
8/1/2040	--	1,078,250	1,078,250
2/1/2041	2,690,000	1,078,250	3,768,250
8/1/2041	--	1,011,000	1,011,000
2/1/2042	2,830,000	1,011,000	3,841,000
8/1/2042	--	940,250	940,250
2/1/2043	2,970,000	940,250	3,910,250

8/1/2043	--	866,000	866,000
2/1/2044	3,125,000	866,000	3,991,000
8/1/2044	--	787,875	787,875
2/1/2045	3,285,000	787,875	4,072,875
8/1/2045	--	705,750	705,750
2/1/2046	3,455,000	705,750	4,160,750
8/1/2046	--	619,375	619,375
2/1/2047	3,630,000	619,375	4,249,375
8/1/2047	--	528,625	528,625
2/1/2048	3,815,000	528,625	4,343,625
8/1/2048	--	433,250	433,250
2/1/2049	4,015,000	433,250	4,448,250
8/1/2049	-	332,875	332,875
2/1/2050	4,220,000	332,875	4,552,875
8/1/2050	--	227,375	227,375
2/1/2051	4,435,000	227,375	4,662,375
8/1/2051	--	116,500	116,500
2/1/2052	4,660,000	116,500	4,776,500

(1) Assumes renewal by the City of the Lease through final scheduled maturity of the Series 2022 Bonds.

Exhibit II
Form of Indenture

MORTGAGE INDENTURE AND DEED OF TRUST

between

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

and

REGIONS BANK

$74,285,000
Lease Revenue Bonds
Series 2022
Dated March 3, 2022

This instrument prepared by
Rod Kanter
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

MORTGAGE INDENTURE AND DEED OF TRUST dated March 3, 2022 between **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE,** a political subdivision of the State of Alabama, party of the first part, and **REGIONS BANK**, an Alabama banking corporation, party of the second part,

R E C I T A L S

The party of the first part makes the following recitals of fact as the basis for the undertaking following: it is duly incorporated under the provisions of Chapter 56 of Title 11 of the Code of Alabama 1975, as amended, by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Madison County, Alabama; its Certificate of Incorporation has not been amended or revoked; it is not in default under any of the provisions contained in its Certificate of Incorporation or in the laws of said state; by proper corporate action it has duly authorized the issuance of the Series 2022 Bonds hereinafter referred to; and to secure payment of the principal of and the interest (and premium, if any) on all bonds that may be issued hereunder, it has by proper corporate action duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, THIS INDENTURE

W I T N E S E T H:

For the aforesaid purpose and in consideration of the respective agreements herein contained, it is hereby agreed between the parties signatory hereto and the holders of all bonds issued hereunder (the holders of said bonds evidencing their consent hereto by their acceptance of the said bonds and the parties signatory hereto evidencing their consent hereto by their execution hereof), each with each of the others, as follows (provided, that in the performance of any of the agreements of the party of the first part herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt on its part but shall be payable each fiscal year solely out of the current revenues from the property hereinafter referred to):

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**Act**" means Chapter 56 of Title 11 of the Code of Alabama of 1975, as it may from time to time be amended.

"**Additional Bonds**" means those authorized hereunder in Article VIII hereof.

"**Annual Debt Service Requirement**" means the amount of principal and interest having a stated maturity or payment due during a fiscal year of the City; provided however, that for purposes of this definition (a) the principal amount of any Bonds subject to a Mandatory Redemption Provision shall be considered as maturing during the fiscal year during which such redemption is required and not in the fiscal year in which their stated maturity occurs; and (b) Bonds that are deemed paid under the provisions of Section 17.1 shall not be deemed to be outstanding.

"**Authority**" means the party of the first part hereto and, subject to the provisions of Section 12.6, includes its successors and assigns, and any public corporation or political subdivision resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**Authorized Authority Representative**" means the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the Authority, or any officer of the Authority, or such other representative of the Authority designated in writing to the Trustee by the said Chairman, Vice-Chairman, Secretary, or Treasurer of the Authority.

"**Authorized City Representative**" means the Mayor, the Finance Director, and the City Clerk of the City, or any of them, or such other representative of the City designated in writing to the Trustee by any of the foregoing.

"**Authorized Denominations**" means the sum of $5,000 or any multiple thereof.

"**Basic Rent**" means the cash rental payable by the City in each fiscal year under the Lease Agreement to provide for the payment of the principal of and the interest (and premium, if any) on the Series 2022 Bonds and any other moneys payable by the City under the Lease Agreement that are therein referred to as Basic Rent.

"**Bond Counsel**" means Independent Counsel whose opinions respecting the legality or validity of securities issued by or on behalf of states or political subdivisions thereof are nationally recognized.

"**Bond Fund**" means the Bond Fund created in Section 10.1.

"**Bondholder**" means any person who shall be the registered owner of any outstanding Bond or Bonds.

"**Bonds**" means all obligations of the Authority issued hereunder, including the Series 2022 Bonds.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which the offices of the Trustee or the offices of the Federal Reserve Bank are authorized by law to close and are closed.

"**Callable Bonds**" means those of the Bonds which under the terms thereof are subject to redemption by the Authority prior to their respective maturities.

"**Capital Improvements**" means the acquisition, construction, equipment, and improvements to the Site and the Facility that are properly chargeable to fixed capital account by generally accepted accounting principles and includes (i) real property (and easements and other interests therein) on, under or over which any such improvements are, or are proposed to be, located, and (ii) furniture, furnishings, fixtures and equipment useful in connection with the operation of the Facility.

"**City**" means the City of Huntsville, Alabama, and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**Completion Certificate**" means a certificate signed by the Independent Architect and an Authorized Authority Representative stating that the construction of the Facility has been completed in substantial accordance with the plans and specifications therefor, and the date on which such construction was completed.

"**Completion Date**" means the date on which the construction of the Facility is completed, as stated in the Completion Certificate.

"**Construction Fund**" means the Construction Fund created in Section 9.2.

"**Counsel**" means an attorney duly admitted to practice before the highest court of any state of the United States of America or of the District of Columbia, or a firm of attorneys all the members of which are so admitted.

"**Development Costs**" means all costs incurred or assumed by the City or the Authority in connection with the acquisition, construction, and equipping of the Project, as described in the Lease, including the payment of issuance expenses.

"**Directors**" means the Board of Directors of the Authority.

"**Eligible Certificates**" means certificates of deposit issued by any bank organized under the laws of the United States of America or any state thereof and designated as a Qualified Public Depository under the laws of the State of Alabama pursuant to the provisions of Chapter 42A of Title 41 of the Code of Alabama 1975.

"**Eligible Investments**" means (i) Federal Securities; (ii) certificates of deposit of national or state banks located within Alabama which have deposits insured by the Federal Deposit Insurance Corporation and which deposit is collaterally secured by the issuing bank by

pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such certificate, (iii) Money market funds customarily utilized by the Trustee for the investment of public funds and rated "AAm" or AAm-G or better by S&P, and (iv) any other securities legally permitted for investment of funds of the Authority under Alabama law.

"**Equipment**" means all furniture, furnishings, fixtures, machinery and equipment acquired or to be acquired by the Authority the costs of which are or were, in whole or in part, paid, or to be paid, out of the proceeds of the Series 2022 Bonds and on deposit in the Construction Fund.

"**Facility**" means a new municipal city hall and related parking and other facilities to be located on the real property specifically described in Exhibit A attached hereto and made a part hereof, including, the Equipment and other personal property located thereon as the said Facility may at any time exist.

"**Federal Securities**" means (a) any debt securities that are direct general obligations of the United States of America and (b) any debt securities payment of the principal of and the interest on which is unconditionally guaranteed by the United States of America.

"**Holder**" shall mean the person or persons in whose names any Bond or Bonds are registered on the books and records of the Bond Registrar.

"**Indenture**" means this Trust Indenture and every supplemental agreement with the Trustee in pursuance hereof.

"**Independent Architect**" means an architect or architectural firm qualified to practice the profession of architecture under the laws of Alabama and not employed full time by the Authority or the City.

"**Independent Counsel**" means Counsel not employed full time by the Authority or the City.

"**Independent Engineer**" means an engineer or engineering firm qualified to practice the profession of engineering under the laws of Alabama and not employed full time by the Authority or the City .

"**Interest Payment Date**" means each August 1 and February 1, commencing August 1, 2022.

"**Lease Agreement**" means that certain Lease Agreement dated the date of the Series 2022 Bonds between the Authority, as lessor, and the City, as lessee, as said lease now exists or as it may hereafter be amended and supplemented.

"**Mandatory Redemption Provision**" means the provision for mandatory redemption set forth in Section 7.2(b) hereof or in Section and any provision set forth in a

Supplemental Indenture for scheduled mandatory redemption of Bonds at a Redemption Price equal to the face amount thereof.

"**Newspaper**" means a newspaper printed in the English language and published not less than six days during each calendar week in the locality specified, if there be any such; otherwise published not less than once during each calendar week.

"**Overdue Interest**" means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.

"**Overdue Interest Payment Date**" means the date fixed by the Trustee, pursuant to the provisions of Section 5.2 hereof, for payment of Overdue Interest.

"**Permitted Encumbrances**" means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) the Lease Agreement, (iii) the Indenture, (iv) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that, in the opinion of an Independent Architect or Independent Engineer, will not materially interfere with or impair the operations being conducted in the Facility (or, if no operations are being conducted therein, the operations for which the Facility was designed or last modified), (v) any inchoate mechanic's, materialman's or vendor's lien if payment is not yet due and payable under the contract giving rise to such lien, (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in size and character to the Project and as do not, in the opinion of Counsel, in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, and (vii) the Site Deed.

"**Project**" means the Site, the Facility, the Improvements, and the Equipment, as they may at any time exist and all other property and rights referred to or intended so to be in the granting clauses hereof.

"**Record Date**" means the fifteenth (15th) calendar day next preceding any Interest Payment Date.

"**Redemption Date**" means the date fixed for the redemption of Callable Bonds in any Resolution adopted pursuant to the provisions of Section 6.1(a) or any date fixed for redemption of Bonds in any Mandatory Redemption Provision.

"**Redemption Price**" means the price at which Callable Bonds called for redemption may be redeemed pursuant to the provisions hereof.

"**Resolution**" means a resolution duly adopted by the Directors.

"**Responsible Officer**" when used with respect to the Trustee, means any officer within the corporate trust administrative department of the Trustee, including any vice president, any assistant vice president, any trust officer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also

means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

"**S&P**" means S&P Global Ratings, a division of The McGraw Hill Companies, Inc.

"**Series 2022 Bonds**" means those Bonds bearing the designation Series 2022 and authorized to be issued in Article VII.

"**Site**" means the real property described on Exhibit A hereto.

"**Site Deed**" means the deed pursuant to which the City has heretofore conveyed the Site to the Authority.

"**Supplemental Indenture**" means an agreement supplemental hereto.

"**Tax Code**" means the Internal Revenue Code of 1986, as amended.

"**Trustee**" means the party of the second part hereto and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"**Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Trustee its general reference rate of interest, after taking into account such factors as may from time to time deem appropriate in its sole discretion (it being understood, however, that the Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

Section 1.2 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to the Indenture as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding. Unless otherwise expressly stated, all references herein to article and section numbers are to articles and sections of the Indenture.

ARTICLE II

GRANTING CLAUSES

Section 2.1 Granting Clauses. In order to secure to the Holders thereof payment of the principal of and the interest (and premium, if any) on the Bonds and the performance and the observance of the covenants and conditions herein and therein contained, and in consideration of their purchase and acceptance of the Bonds and of the acceptance by the Trustee of the trusts herein provided, the Authority does hereby grant, bargain, sell and convey,

assign, transfer and pledge to and with the Trustee, subject to Permitted Encumbrances, the following described properties of the Authority, whether the same are now owned by it or may be hereafter acquired:

I.

The real property situated in the City of Huntsville, Alabama constituting the Site, as such real property is specifically described in Exhibit A attached hereto and made a part hereof;

II.

All machinery, equipment, personal property and fixtures acquired with Bonds proceeds, and all other machinery, equipment, personal property and fixtures acquired in substitution therefore or as a renewal or replacement thereof;

III.

Also, all other Equipment, Improvements, the Facility and all other buildings and improvements to the real property now or hereafter constructed or situated on the Site, and all permits, easements, rights-of-way, contracts, leases, privileges, immunities and hereditaments pertaining or applicable to the Site, and all fixtures now or hereafter installed on the Site or in the Facility and in any such other building or improvement now or hereafter located on the Site, it being the intention hereof that all property, rights and privileges hereafter acquired by the Authority for use as a part of or in connection with or as an improvement to the Site shall be as fully covered hereby as if such property, rights and privileges were now owned by the Authority and were specifically described herein;

IV.

Also, subject to the provisions of Section 13.1, all rents, revenues, receipts, issues, earnings and income from the above-described property; and

V.

Also, all right, title and interest of the Authority in and to the Lease Agreement, including, but not limited to, the present and continuing right to make claim for, collect, receive and receipt for any of the sums, amounts, income, revenues, rentals, issues and profits and any other sums of money payable or receivable under the Lease Agreement, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Lease Agreement.

VI.

All right, title and interest of the Authority in and to all moneys and securities from time to time held by the Trustee in the Bond Fund, the Construction Fund, and other funds and accounts under the terms of this Indenture.

TO HAVE AND TO HOLD the same unto the Trustee, its successor trustees and assigns forever; **IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth for the equal and pro rata protection and benefit of the Holders, present and future, of the Bonds equally and ratably, without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if all the Bonds at any time outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof.

PROVIDED, HOWEVER, that the grant, conveyance, assignment, transfer and pledge herein made are subject to Permitted Encumbrances and the provisions of Section 2.2.

Section 2.2 Defeasance Clauses. These presents are upon the condition that if the Authority shall pay or cause to be paid the principal of and the interest (and premium, if any) on all Bonds secured hereby, or shall provide for such payment as specified in Section 17.1 hereof, and shall pay or cause to be paid all other sums payable hereunder by it, then the Indenture and the rights granted hereby shall cease, determine and be void; otherwise the Indenture shall be and remain in full force and effect.

ARTICLE III

ISSUANCE OF BONDS IN SERIES

Section 3.1 Issuance of Bonds in Series. The Bonds may be issued in different series, and each issue shall have an appropriate series designation. All the Bonds issued hereunder shall be issued in the denomination of $5,000 or any integral multiple thereof. All the Bonds shall be equally and ratably secured by the Indenture and by the pledge herein contained, it being expressly understood and agreed that no Bonds issued hereunder shall be prior to any other Bonds thereafter issued hereunder, but shall be on a parity therewith, with respect to said pledge. All Bonds issued hereunder shall be registered as to both principal and interest on the registry books of the Trustee pertaining to the Bonds.

Section 3.2 General Provisions Respecting Bonds. Each of the series of the Bonds shall bear such date or dates as shall be specified in the Indenture or Supplemental Indenture providing therefor and shall mature in such years and in such amounts as shall be fixed therefor prior to its issuance. In the event that all or any part of the Bonds of any series are (by the terms of any Supplemental Indenture) subject to a Mandatory Redemption Provision, such redemption shall be required to be effected in such years and amounts as shall be specified prior to the issuance of such series. Interest on the Bonds from their respective dates until their respective maturities shall be payable, at such per annum rate or rates as shall be fixed therefor prior to their issuance, on August 1 and February 1, commencing August 1, 2022. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the designated office of the Trustee in Birmingham, Alabama. Interest on the Bonds shall be paid in accordance with the procedures of the book-entry system or by check mailed or otherwise delivered by the Trustee to the respective Holders thereof at their addresses as they

appear on the registry books of the Trustee pertaining to the registration of the Bonds; provided that the final payment of such interest shall be made only upon surrender of the appropriate Bond. Payment of interest on the Bonds shall be deemed timely made if mailed on the Interest Payment Date or, if any Interest Payment Date is not a Business Day, then on the first Business Day immediately following such Interest Payment Date. Except as otherwise provided herein or in any Supplemental Indenture, the Bonds shall be numbered in such manner as the officers of the Authority may determine, such determination by said officers to be evidenced by their signing of the Bonds.

Section 3.3 Form of Bonds, Etc. The Series 2022 Bonds shall be in substantially the form provided therefor in Section 7.3 hereof. The Bonds of each series of Additional Bonds shall be in substantially the forms respectively provided therefor in the Supplemental Indenture providing therefor, which shall in general be similar to the forms applicable to the Series 2022 Bonds, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof and such Supplemental Indenture.

ARTICLE IV

EXECUTION AND AUTHENTICATION OF THE BONDS

Section 4.1 Execution of Bonds. The Bonds shall be manually executed by the Chairman or Vice-Chairman of the Authority and manually attested by the Secretary/Treasurer of the Authority, and the seal of the Authority shall be manually imprinted on each of the Bonds. Signatures on the Bonds by persons who were officers of the Authority at the time such signatures were written shall continue effective although such persons cease to be such officers prior to the authentication or the delivery of the Bonds.

Section 4.2 Authentication Certificate of Trustee. A duly executed authentication certificate by the Trustee in substantially the form hereinafter recited shall be endorsed on each of the Bonds.

Section 4.3 Dating of and Accrual of Interest on Bonds. Each Bond issued hereunder shall bear interest from its date.

Section 4.4 Replacement of Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Bond, such Bond is first surrendered to the Authority and the Trustee, and (b) in the case of any such lost, stolen or destroyed Bond, there is first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them and as may be required by law; and provided, further, that the new Bond delivered in lieu thereof shall be issued in the denomination aggregating the unpaid principal balance of such mutilated, lost, stolen or destroyed Bond. The Authority may charge the Holder with the expense of issuing any such new Bond.

ARTICLE V

REGISTRATION, TRANSFERS AND EXCHANGES OF THE BONDS

Section 5.1 Registration and Transfer of Bonds. The Trustee shall be the registrar and transfer agent of the Authority and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Bonds as are presented for those purposes, all in the manner and to the extent hereinafter specified.

All Bonds issued hereunder shall be registered as to both principal and interest by the Trustee as registrar and transfer agent for the Authority and shall be transferable only on the transfer books of the Trustee. No transfer of a Bond shall be valid hereunder unless such Bond is presented at the office of the Trustee with written power to transfer signed by the registered Owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee, whereupon the Authority shall execute, and the Trustee shall authenticate and deliver to the transferee, a new Bond, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name a Bond is registered on the books of the Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made.

The Trustee shall not be required to register or transfer any Bond during the period of fifteen days next preceding any Interest Payment Date with respect thereto; and if any Bond is duly called for redemption (in whole or in part), the Trustee shall not be required to register or transfer such Bond during the period of forty-five days next preceding the date fixed for its redemption.

Section 5.2 Persons to Whom Payment of Interest on Bonds is to be Made. Interest on the Bonds shall, except as provided in the next succeeding paragraph of this Section 5.2, be payable in lawful money of the United States of America in accordance with the procedures of the book-entry system or by check or draft mailed by the Trustee to the lawful Holders of the Bonds on the Record Date at the address shown on the registry books of the Trustee pertaining to the Bonds. Payment of interest on the bonds shall be deemed timely made if mailed to the Holders on the Interest Payment Date with respect to which such payment is made, or, if such Interest Payment Date is not a Business Day then on the first Business Day following such Interest Payment Date. Each Holder of any of the Bonds takes it subject to all payments of interest in fact made with respect thereto.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Holder of the Bonds solely by reason of such Holder having been the Holder on the Interest Payment Date on which such interest became due and payable, but shall be payable by the Trustee as follows:

(a) Not less than ten (10) days following receipt by the Trustee of immediately available funds in an amount sufficient to enable the Trustee to pay

all Overdue Interest, the Trustee shall fix an Overdue Interest Payment Date for payment of such Overdue Interest.

(b) Such Overdue Interest Payment Date fixed by the Trustee shall be a date not more than twenty (20) days following the expiration of the period described in the foregoing subparagraph (a).

(c) Overdue Interest shall be paid by check or draft mailed by the Trustee to the persons in whose names the Bonds were registered on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner prescribed in this paragraph to the persons in whose names the Bonds were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 5.3 Persons Deemed Owners of Bonds. The Trustee may deem and treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Bond is registered, shall to the extent thereof fully discharge and satisfy all liability for the same.

Section 5.4 Exchange of Bonds. The Bonds shall be freely exchangeable within the limits provided in the Indenture providing therefor; provided, however, that under no circumstances shall a Bond be issuable in exchange for two or more Bonds unless all the Bonds being so exchanged bear interest at the same rate and have the same stated maturity. Upon the request of a Holder of two or more Bonds, the Authority shall execute, and the Trustee shall thereupon authenticate and deliver, upon surrender to the Trustee of such Bonds and in exchange therefor, a new Bond of like tenor as the Bonds so surrendered and in an authorized denomination aggregating the same principal amount as the Bonds so surrendered. Upon the request of the Holder of one Bond so authenticated and delivered in a denomination larger than $5,000, the Authority shall execute, and the Trustee shall thereupon authenticate and deliver, upon surrender to the Trustee of such Bond and in exchange therefor, two or more Bonds of like tenor and aggregating the same principal amount as the then unpaid principal amount of the Bond so surrendered, all as may be requested by the person surrendering such Bond. Any Bonds surrendered for exchange pursuant to the provisions of this Section 5.4 shall be accompanied by a written power to transfer signed by the registered Owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Trustee.

The Trustee shall not be required to exchange any Bond or Bonds for other Bonds pursuant to the provisions of this Section 5.4 during the period of fifteen days next preceding the thirty-day period immediately prior to any Interest Payment Date; and if any Bond shall be duly called for redemption (in whole or in part), the Trustee shall not be required so to exchange such Bond during the period of forty-five days next preceding the date fixed for such redemption.

Section 5.5 Expenses of Registration, Transfer and Exchange. The Authority and the Trustee will charge the Holder with their reasonable fees and expenses in connection with any transfer, registration or exchange of any of the Bonds (including, without limitation, the expenses of printing any new Bonds that may be necessitated by any transfer, registration or exchange). In every case involving any transfer, registration or exchange of any of the Bonds that is requested by the Holder thereof, such Holder shall pay all taxes and other governmental charges required to be paid in connection with such transfer, registration or exchange.

Section 5.6 Denominations and Registration of Bonds as Initially Issued. The Bonds of each maturity shall be initially issued in Authorized Denominations as requested by the purchaser and registered in the names of the persons specified by the initial purchaser of the Bonds from the Authority. If, for any reason, the Trustee is unable to prepare or cause to be prepared Bonds in the Authorized Denominations requested by the purchaser and registered in the names of the persons specified by the purchaser, the Authority may deliver one Bond for each maturity in the principal amount of such maturity, each registered in the name of the initial purchaser of the Bonds from the Authority.

Section 5.7 Notations on Bonds by Trustee. The Trustee is hereby authorized to cause numbers or other notations to be printed or otherwise placed on the Bonds for the convenience of the Trustee in performing the registration and other duties imposed on it hereunder. Any such numbers or other notations that may appear on the Bonds and that are not specifically herein provided for shall be for the sole convenience of the Trustee and, insofar as the Authority is concerned, should not be construed as conferring any rights on the Holders of the Bonds.

ARTICLE VI

GENERAL PROVISIONS RESPECTING REDEMPTION OF BONDS

Section 6.1 Manner of Effecting Redemption of Bonds. Any redemption of any Bonds shall be effected in the following manner:

(a) **Call.** The Authority or the City, acting by and on behalf of the Authority, shall, not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date, adopt a resolution or an ordinance calling such Bonds for redemption.

(b) **Notice by Registered or Certified Mail.** The Trustee shall cause to be forwarded by United States Registered or Certified Mail to the registered Owner thereof, at the address of such registered Owner as such address appears on the registry books of the Trustee pertaining to the registration of the Bonds, notice of such redemption. Except as hereinafter provided, such notice shall be so mailed not more than sixty (60) nor less than thirty (30) days prior to the Redemption Date. The Holders of any Bonds may waive the requirements of this

subsection with respect to the Bonds held by them without affecting the validity of the call for redemption of any other Bonds.

(c) **Deposit**. Prior to the Redemption Date, the Authority shall cause to be deposited with the Trustee the total Redemption Price of the Bonds so called for redemption.

Section 6.2 Presentation of Bonds for Redemption. Bonds Called for Redemption to Cease to Bear Interest. Upon compliance by the Authority with the requirements contained in the preceding Section 6.1 hereof and, unless all the Bonds then outstanding are to be redeemed (or unless a portion of such outstanding Bonds are to be redeemed and the remainder are, simultaneously with or prior to such redemption, to be otherwise retired), if the Authority is not on the Redemption Date in default in payment of the principal of or the interest on any of the Bonds, the Bonds so called for redemption (or, in the case of any Bonds called for redemption in part, the portions thereof called for redemption) shall become due and payable at the place or places at which the same shall be payable at the Redemption Price or Prices and on the Redemption Date specified in such notice, anything herein or in the Bonds to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for redemption; provided, however, that with respect to any Bond called for partial redemption, the Holder thereof shall surrender such Bond to the Trustee in exchange for one or more new Bonds in Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered, all as shall be requested by the Holder of such Bond so called for partial redemption. All future interest on the Bonds so called for redemption shall cease to accrue after the Redemption Date; and the Bonds so called (or, in the case of any Bonds called for redemption in part, the portions thereof called for redemption) shall no longer be entitled to the benefit of the lien hereof but shall look solely to the moneys deposited with the Trustee under the provisions of this article; and out of the moneys so deposited with it, the Trustee shall make provision for payment of the Bonds so called for redemption (or, in the case of any Bonds called for redemption in part, the portions thereof called for redemption) at the Redemption Price and on the Redemption Date.

ARTICLE VII

SERIES 2022 BONDS

Section 7.1 Series 2022 Bonds. (a) **Issuance of Bonds**. There is hereby authorized to be issued under the Indenture an issue or series of bonds designated "Lease Revenue Bonds, Series 2022", dated the date of issuance and delivery, limited in aggregate principal amount to $74,285,000 (the "Series 2022 Bonds"), which shall initially be issued pursuant to the Book-Entry System. The Series 2022 Bonds shall be in fully registered form without coupons, shall be in the denomination of $5,000 or any integral multiple thereof, and shall be numbered in such manner as the Trustee may determine. The Series 2022 Bonds, subject to prior optional and mandatory redemption, shall mature on February 1 in years and principal amounts as follows and shall bear interest at the following per annum rates for all Series 2022 Bonds maturing on the date set opposite such rates:

Year (February 1)	Principal Amount Maturing	Interest Rate
2023	$1,115,000	3.000%
2024	1,155,000	4.000
2025	1,210,000	5.000
2026	1,270,000	5.000
2027	1,335,000	5.000
2028	1,405,000	5.000
2029	1,475,000	5.000
2030	1,550,000	5.000
2031	1,630,000	5.000
2032	1,715,000	5.000
2033	1,805,000	5.000
2034	1,895,000	5.000
2035	1,990,000	5.000
2036	2,095,000	5.000
2037	2,200,000	5.000
2038	2,315,000	5.000
2039	2,435,000	5.000
2040	2,560,000	5.000
2041	2,690,000	5.000
2042	2,830,000	5.000
2047	16,465,000	5.000
2052	21,145,000	5.000

Interest on the Series 2022 Bonds shall be computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months. The Series 2022 Bonds shall be initially issued in the Authorized Denominations and registered in the names of the Holders as shall, pursuant to the provisions of Section 5.6 hereof, be designated by the purchaser of the Series 2022 Bonds from the Authority. All installments of principal of and interest (and premium, if any) on each Series 2022 Bonds shall bear interest after the respective maturities of such principal and interest (and premium, if any) until paid or until moneys sufficient for payment thereof shall have been deposited for the purpose with the Trustee, whichever first occurs, at the rate of interest borne by such Series 2022 Bonds. Principal of the Series 2022 Bonds shall be payable at the designated office of the Trustee in Birmingham, Alabama, upon surrender and presentation of the Series 2022 Bonds as the same become due and payable.

Section 7.2 Redemption Provisions. The Series 2022 Bonds may be redeemed and paid prior to maturity as follows:

(a) Optional Redemption. Those of the Series 2022 Bonds maturing or being subject to mandatory redemption on February 1, 2033, and thereafter, will be subject to redemption, at the option of the Authority (which option shall be exercisable upon direction of the City if the Lease Agreement is still in effect and no default exists thereunder) or, if at such time no default exists under the Lease Agreement, at the option of the City exercised on behalf of the Authority, as a whole or in part (but if in part only in installments of $5,000 or any integral multiple thereof

and in such order and amount of their maturities as the Authority or the City, as the case may be, shall determine, and if less than all the Series 2022 Bonds of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot as selected by the Trustee) on February 1, 2032, and on any date thereafter, such redemption, whether in whole or in part, to be at and for a redemption price equal to the principal amount (or portion thereof) to be redeemed plus accrued interest thereon to the Redemption Date, without premium or penalty.

(b) Mandatory Redemption. (i) Those of the Series 2022 Bonds with a stated maturity on February 1, 2047, are required to be redeemed on February 1 in the following principal amounts at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without any premium or penalty:

Year	Principal Amount to be Redeemed
2043	$2,970,000
2044	3,125,000
2045	3,285,000
2046	3,455,000
2047 (maturity)	3,630,000

(ii) Those of the Series 2022 Bonds with a stated maturity on February 1, 2052, are required to be redeemed on February 1 in the following principal amounts at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without any premium or penalty:

Year	Principal Amount to be Redeemed
2048	$3,815,000
2049	4,015,000
2050	4,220,000
2051	4,435,000
2052 (maturity)	4,660,000

In the event the City or Authority shall have caused to be partially redeemed Series 2022 Bonds or shall have provided for a partial redemption of Series 2022 Bonds in such a manner that, under the provisions of this Indenture, the Series 2022 Bonds for the redemption of which provision is made are considered as fully paid, the City, on behalf of the Authority, may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Series 2022 Bonds so redeemed or to be redeemed to the reduction of the principal amount of Series 2022 Bonds required to be redeemed pursuant to the schedule set forth immediately above on any February 1 coterminous with or subsequent to the date such optional redemption actually occurs. Such notice shall be deemed effective only if it is given prior to the Trustee having given notice of redemption contrary to the provisions of such notice pursuant to the provisions of the Indenture.

(c) Extraordinary Redemption. The Series 2022 Bonds will be subject to redemption to the extent of moneys on deposit with the Trustee for such purpose at any time, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, in the event that (a) the Facility, or any parts thereof, is damaged or destroyed to such extent that in the opinion of the City, (i) the Facility cannot reasonably be substantially restored to the condition thereof immediately preceding such damage or destruction within a period of six (6) consecutive months, (ii) the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than six (6) consecutive months, or (iii) the cost of restoration thereof would exceed by more than $10,000 the sum of the net insurance proceeds referable to such damage or destruction, or (b) title to, or the temporary use of, any part of the Facility is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority and such taking or takings result (or, in the opinion of the City are likely to result) in the City being thereby prevented from using the Facility for a period of not less than six (6) consecutive months, or (c) as a result of any changes in the Constitution of the State of Alabama or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the City in good faith, the Lease Agreement becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed to herein or unreasonable burdens or excessive liabilities are imposed on the Authority or the City.

Section 7.3 Form of Series 2022 Bonds. The Series 2022 Bonds shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF ALABAMA
THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE
LEASE REVENUE BOND
SERIES 2022

No. R - $_____

INTEREST RATE: MATURITY DATE: CUSIP:

For value received, **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE**, a political subdivision of the State of Alabama (herein called the "Authority"), will pay to **CEDE & CO.**, or registered assigns, in lawful money of the United States of America, solely out of the sources hereinafter referred to, the principal sum of

_____ **DOLLARS**

and to pay solely from said sources hereinafter referred to interest on said principal sum from the date hereof at the per annum interest rate specified above payable on each August 1 and February 1 in each year, commencing August 1, 2022, until said principal sum is paid. Interest on this bond shall be computed on the basis of a 360-day year of twelve (12) consecutive 30-day months.

Subject to the requirements of the Book-Entry System hereinafter described, the principal of and premium (if any) on this bond is payable in lawful money of the United States of America at the designated corporate trust office of Regions Bank, in Birmingham, Alabama, or its successor as trustee under the Indenture hereinafter referred to, and the interest on this bond shall be remitted, by the trustee hereinafter referred to, by check or draft mailed to the then registered holder hereof on the Record Date (as defined in the Indenture) at the addresses shown on the registry books of the Trustee pertaining to the Series 2022 Bonds. Payment of interest on this bond shall be deemed timely made if mailed to the registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a Business Day (as defined in the Indenture), then on the first Business Day following such interest payment date. Both the principal of and the interest on this bond shall bear interest after their respective maturities until paid or until moneys sufficient for payment thereof have been deposited for that purpose with the said trustee at the per annum rate of interest stated above. The Indenture provides that all payments by the Authority or the Trustee to the person in whose name a bond is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this bond takes it subject to all payments of principal and interest in fact made with respect hereto.

This bond is one of a duly authorized issue of bonds limited in aggregate principal amount of $74,285,000 and designated "Lease Revenue Bonds, Series 2022" (the "Series 2022 Bonds"). The Series 2022 Bonds have been issued under a Mortgage Indenture and Deed of Trust dated the date of the Series 2022 Bonds (the "Indenture"), from the Authority to Regions Bank, Birmingham, Alabama (the "Trustee"), for the purpose of providing funds to acquire, construct, and equip a new city hall and related parking and other related facilities for use by the City.

The Authority has leased to the City, under a Lease Agreement dated the date of the Series 2022 Bonds (the "Lease Agreement") certain real property, the building to be constructed thereon and the equipment to be installed therein (said real property, the building and the furnishings and equipment forming a part thereof, as they may at any time exist, being herein together called the "Facility"). For so long as any of the Series 2022 Bonds shall remain outstanding and unpaid, the City has the option to renew the Lease Agreement for successive

terms of one year commencing on October 1 and ending on September 30 of the next succeeding calendar year (which terms of one year coincide with the fiscal year of the City). During the term of the Lease Agreement now in effect, and during each renewal term for which the City may renew the Lease Agreement, the City is obligated to pay rent directly to the Trustee, for the account of the Authority, in amounts sufficient to provide for the payment of the principal of and the interest on the Series 2022 Bonds that will become due and payable during each such term. The obligation of the City to pay the rental under the Lease Agreement and to perform the covenants contained therein shall be a limited obligation of the City to be payable and performed solely out of the current revenues of the City received during the fiscal year during which any amount is payable or obligation required to be performed.

The Series 2022 Bonds are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Indenture. During a period in which the Book-Entry System is in effect for the Series 2022 Bonds, the provisions of the Indenture and the Series 2022 Bonds shall be construed in accordance with the Letter of Representations and to give full effect to such Book-Entry System. In the event the Book-Entry System for the Series 2022 Bonds is discontinued, Series 2022 Bonds in certificated form in Authorized Denominations will be distributed to the Beneficial Owners thereof, the Series 2022 Bonds will be registered in the names of the owners thereof on the Bond Register, the Trustee shall make payments of principal of, premium (if any) and interest on the Series 2022 Bonds to the registered owners thereof as provided in the Series 2022 Bonds and the Indenture, and the provisions of this Series 2022 Bonds and of the Indenture, with respect to registration, transfer and exchange of Series 2022 Bonds by the registered owners thereof, shall apply.

The Series 2022 Bonds are issuable only as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof. Provision is made in the Indenture for the exchange of Series 2022 Bonds for a like aggregate principal amount of Series 2022 Bonds of the same maturity and in authorized denomination, all upon the terms and subject to the conditions set forth in the Indenture with respect thereto.

Those of the Series 2022 Bonds maturing or being subject to mandatory redemption on February 1, 2033, and thereafter, will be subject to redemption, at the option of the Authority (which option shall be exercisable upon direction of the City if the Lease Agreement is still in effect and no default exists thereunder) or, if at such time no default exists under the Lease Agreement, at the option of the City exercised on behalf of the Authority, as a whole or in part (but if in part only in installments of $5,000 or any integral multiple thereof and in such order and amount of their maturities as the Authority or the City, as the case may be, shall determine, and if less than all the Series 2022 Bonds of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot as determined by the Trustee) on February 1, 2032, and on any date thereafter, such redemption, whether in whole or in part, to be at and for a redemption price equal to the principal amount (or portion thereof) to be redeemed plus accrued interest thereon to the Redemption Date, without premium or penalty.

Those of the Series 2022 Bonds with a stated maturity on February 1, 2047 and on February 1, 2052 are subject to mandatory redemption to the extent and as provided in Section 7.2(b) of the Indenture and elsewhere in the Indenture.

The Series 2022 Bonds are further subject to extraordinary redemption and payment upon the occurrence of certain events as set forth and described in Section 7.2(c) of the Indenture.

If the Book-Entry System is in effect, then redemption shall be made as herein described under the Book-Entry System and in accordance with the provisions of the Letter of Representation and the Indenture. If less than all of the Series 2022 Bonds at the time outstanding are redeemed at the time the Book-Entry System is not in effect, then any redemption shall be in such amount and order of maturities as the Authority shall determine in its sole discretion. In the event that less than all of the principal of the Series 2022 Bonds of a maturity is to be redeemed, the Trustee shall assign a number to each $5,000 principal portion of all of the Series 2022 Bonds of such maturity and shall, by process of random selection based upon such numbers, select the principal portion of Series 2022 Bonds of such maturity to be redeemed. Notice of any intended redemption shall be given by United States registered or certified mail not less than 30 days prior to the proposed redemption date to the registered owner of each Series 2022 Bonds, all or a portion of the principal of which is to be redeemed, at the address thereof as it last appears on the registration books of the Trustee pertaining to the Series 2022 Bonds. Notice having been so given and payment of the redemption price duly made or provided, (or portions thereof) so called for redemption shall cease to bear interest from and after the redemption date unless default is made in the payment of the redemption price.

The principal of and the interest (and premium, if any) on the Bonds are payable solely out of the rentals and other revenues to be derived by the Authority from the leasing of the Facility, and the payment of said principal and interest (and premium, if any) is secured, pro rata and without preference or priority of one Bond over another by a valid pledge of said revenues (including specifically the amounts payable to the Authority by the City under the Lease Agreement), by the provisions of the Indenture and by an assignment to the Trustee of all right, title and interest of the Authority under the Lease Agreement.

For the purposes and subject to the conditions specified in the Indenture, additional bonds, without express limit as to principal amount and secured on a parity of lien with the Series 2022 Bonds, may be issued in one or more series (the Series 2022 Bonds and all such additional bonds being herein together called the "Bonds"). Reference is hereby made to the Indenture and to the Lease Agreement for a description of the Facility, the nature and extent of the security afforded thereby, the rights and duties of the Authority and the Trustee with respect thereto, the rights of the holders of the Bonds and the terms and conditions on which additional series of Bonds may be issued. The Indenture provides, inter alia, (1) that in the event of default by the Authority in the manner and for the time therein provided, the Trustee may declare the principal of this bond immediately due and payable, whereupon the same shall thereupon become immediately due and payable and the Trustee shall be entitled to pursue the remedies provided in the Indenture, (2) that the Indenture shall not be subject to foreclosure in the event of default by the Authority thereunder, and (3) that all remedies thereunder are vested exclusively in the Trustee for the equal and pro rata benefit of all the holders of the Bonds, unless the Trustee

refuses or neglects to act within a reasonable time after written request so to act addressed to the Trustee by the holders of twenty-five per cent (25%) in principal amount of the outstanding Bonds, accompanied by indemnity satisfactory to the Trustee, in which event the holder of any of the Bonds may thereupon so act in the name and behalf of the Trustee or may so act in his own name in lieu of action by or in the name and behalf of the Trustee, but that otherwise no holder of any of the Bonds shall have the right to enforce any remedy thereunder, and then only for the equal and pro rata benefit of the holders of all the Bonds. The Indenture also provides that the Authority and the Trustee, with the written consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding under the Indenture, may at any time and from time to time amend the Indenture or any Indenture supplemental thereto, provided that no such amendment shall (1) without the consent of the holder of each bond affected, reduce the principal of, the rate of interest on, or the premium (if any) payable on redemption of, any bond, or (2) without the consent of the holders of all the bonds then outstanding under the Indenture, extend the maturity of any installment of principal or interest on any of the Bonds, create a lien or charge on the Facility or the revenues and receipts therefrom ranking prior to or on a parity with the lien and charge thereon contained in the Indenture, change any mandatory redemption provision, effect a preference or priority of any Bond over any other Bond or reduce the aggregate principal amount of Bonds the holders of which are required to consent to any such amendment.

The Authority is a political subdivision of the State of Alabama organized under the provisions of Chapter 56 of Title 11 of the Code of Alabama of 1975, and the Series 2022 Bonds are authorized to be issued for purposes for which bonds are authorized to be issued under and are issued under the provisions of said act. The covenants and representations herein contained or contained in the Indenture do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Authority, nor shall the City of Huntsville in any manner be liable for payment of the principal of or the interest on the Bonds or for the performance of the undertakings of the Authority contained herein or in the Indenture.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of Alabama to exist, be performed and happen precedent to or in the issuance of this bond do exist, have been performed and have happened in due and legal form.

The Bonds are issuable only as fully registered bonds in the denomination of $5,000 each or any integral multiple thereof. Provision is made in the Indenture for the exchange of bonds for a like aggregate principal amount of Bonds of the same maturity and interest rate and in an authorized denomination all as may be requested by the holder surrendering the Bond or Bonds and upon the terms specified in the Indenture.

This Bond is transferable by the registered holder hereof in person, or by duly authorized attorney, only on the registry books of the Trustee pertaining to the Bonds and only upon surrender of this Bond to the Trustee for cancellation, and upon any such transfer a new Bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly provided in the Indenture. Each holder, by receiving and accepting this Bond, shall consent and agree and shall be estopped to deny that, insofar as the Authority and the Trustee are concerned, this Bond may be transferred only in accordance with the provisions of the Indenture.

The Trustee shall not be required so to transfer or exchange this bond during the period of fifteen days next preceding any interest payment date with respect thereto; and in the event this bond (or any portion of the principal hereof) is duly called for redemption, the Trustee shall not be required so to transfer or exchange it during the period of forty-five days next preceding the date fixed for such redemption.

Execution by the Trustee of its authentication certificate hereon is essential to the validity hereof and is conclusive of the due issue hereof under the Indenture.

IN WITNESS WHEREOF, the Authority has caused this bond to be executed in its name and behalf by its Chairman, has caused its corporate seal to be hereunto imprinted, has caused this bond to be attested by the signature of its Secretary, and has caused this bond to be dated March 3, 2022.

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

By _____
Its Chairman

[SEAL]

Attest:

_____
Secretary

Form of Trustee's Authentication Certificate

The within bond is one of those described in the within-mentioned Trust Indenture.

REGIONS BANK
Trustee

By _____
Its Authorized Officer

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, with full power of substitution in the premises, to transfer this bond on the books of the within-mentioned Trustee.

DATED this _____ day of _____.

_____

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

_____

(Bank, Trust Company or Firm)*

By _____

Authorized Officer

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 7.4 Execution and Delivery of the Series 2022 Bonds and Book Entry System.

(a) All of the Series 2022 Bonds shall, upon the execution and delivery of this Indenture, be executed by the Chairman of the Board of Directors and the Secretary of the Authority and delivered to the Trustee for authentication and registration and the Trustee shall authenticate and register said Bonds and deliver them as the Authority may direct in writing. All of the Series 2022 Bonds shall be delivered at one time. The receipt of the Secretary of the Authority shall be full acquittal to any purchaser or purchasers for the purchase price of any Series 2022 Bonds, and such purchaser or purchasers shall be under no obligation to see to the application thereof. Nevertheless, the Secretary of the Authority shall hold the proceeds from the sale of the Series 2022 Bonds in trust and shall dispose of the same only as provided in Section 7.5 hereof.

(b) The Series 2022 Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Bond to any person. One Bond for each maturity will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Series 2022 Bonds held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in the Series 2022 Bonds are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated Series 2022 Bonds representing their beneficial ownership interests. Ownership of the interests in Series 2022 Bonds in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Series 2022 Bonds the Authority and the Trustee shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of the Series 2022 Bonds for all purposes under this Indenture, including, without limitation, receipt of all principal of, premium (if any) and interest on the Series 2022 Bonds, receipt of notices, voting, and requesting or directing the Trustee or the Authority to take or not to take, or consenting to, certain actions under this Indenture. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Indenture to any Direct Participant or Indirect Participant, the City and the Trustee shall treat such assignee or assignees as the only registered owner or owners of the Series 2022 Bonds for the purpose of exercising such rights so assigned.

(c) During a period in which the Book-Entry System is in effect for the Series 2022 Bonds, payments of principal, interest, and redemption premium, if any, with respect to the Series 2022 Bonds will be paid by the Trustee directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representations; provided, however, that payment of the principal of (and premium, if any, on) the Series 2022 Bonds due at final maturity or upon redemption in whole of any of the Series 2022 Bonds shall be made only upon surrender thereof at the designated corporate trust office of the Trustee. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, premium (if any) and interest on the Series 2022 Bonds on behalf of the Authority or the Trustee shall be valid and effectual to satisfy and discharge the liability of the Authority and the Trustee to the extent of the amounts so paid, and the Authority and the Trustee shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or the Direct Participants or the Indirect Participants.

(d) Transfers of ownership interests in the Series 2022 Bonds, by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Series 2022 Bonds, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as

may be in effect from time to time. For every transfer and exchange of beneficial ownership in the Series 2022 Bonds, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(e) Redemption notices respecting Series 2022 Bonds held by the Securities Depository shall be sent to the Securities Depository Nominee by the Trustee, and redemption of Series 2022 Bonds shall be effected as provided in the face of the Bonds and as governed by the Letter of Representations.

(f) In the event that the Securities Depository ceases to act as the securities depository for the Series 2022 Bonds the Authority may discontinue the Book-Entry System for the Series 2022 Bonds. If the Authority fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Authority will cause the Trustee to authenticate and deliver fully registered certificated Series 2022 Bonds to each Beneficial Owner in evidence of the ownership interests thereof. If the Book-Entry System is discontinued for the Series 2022 Bonds, payments to, and transfers of Series 2022 Bonds by, the Beneficial Owners shall be governed by the provisions set forth in the Indenture with respect thereto.

(g) The Authority may enter into a custody agreement with any bank or trust company serving as custodian (which may be the Trustee serving in the capacity of custodian) to provide for a Book-Entry System or similar method for the registration and transfer of the Series 2022 Bonds.

(h) During a period in which the Book-Entry System is in effect for the Series 2022 Bonds in accordance herewith, the provisions of this Indenture and the Series 2022 Bonds shall be construed in accordance with the Letter of Representations and to give full effect to such Book-Entry System.

(i) The Beneficial Owners of the Series 2022 Bonds, by their acquisition of any beneficial interest in a Series 2022 Bond or Series 2022 Bonds, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Authority and the Trustee shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Series 2022 Bonds; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this Indenture to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(j) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Series 2022 Bonds at any time upon notice to the Authority and the Trustee and upon discharge of its responsibilities with respect thereto under applicable law. Upon such

notice and compliance with law the Book-Entry System for the Series 2022 Bonds will be discontinued unless a successor Securities Depository is appointed by the Authority.

(k) In the event the Book-Entry System for the Series 2022 Bonds is discontinued, Bonds in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Bonds will be registered in the names of the owners thereof on the Bond Register. The Trustee will make payments of principal of, premium (if any) and interest on such Bonds to the registered owners thereof as provided in the Series 2022 Bonds and this Indenture, and the provisions with respect to registration, transfer and exchange of the Series 2022 Bonds by the registered owners thereof heretofore set out in this Indenture shall apply.

(l) The Authority shall cause to be kept at the designated corporate office of the Trustee a register (the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Authority shall provide for the registration of Series 2022 Bonds and registration of transfers of Series 2022 Bonds entitled to be registered or transferred as herein provided. The Trustee is hereby appointed "Bond Registrar" for the purposes of registering Series 2022 Bonds and transfers of Series 2022 Bonds as herein provided.

Section 7.5 Application of Proceeds from Sale of Series 2022 Bonds. The entire proceeds derived from the sale of the Series 2022 Bonds, less the sum of $259,997.50 representing the underwriter's discount to be retained by the underwriter for the Series 2022 Bonds, shall be paid to the Trustee and promptly thereafter applied by the Trustee for the following purposes and in the following order (and in the amounts specified by or on behalf of the Authority to the Trustee):

(a) deposited into the Construction Fund the sum of $90,000,000for payment of the costs of the Facility (including reimbursement to the City of costs paid by the City for design, development, construction, equipping and installation of the Project); and

(b) the balance ($276,575.35) shall be applied by the Trustee for payment of the costs of issuing the Series 2022 Bonds on the date of issuance thereof, with any remaining amount to be deposited into the Construction Fund and used for payment of the costs of issuing the Series 2022 Bonds or for the costs of developing the Facility as directed by an Authorized Authority Representative.

ARTICLE VIII
ADDITIONAL BONDS

Section 8.1 Additional Bonds - In General. In the event the Authority desires (a) to provide funds to pay costs of the Project for the payment of which the moneys on deposit in the Construction Fund are insufficient, or (b) to acquire or construct Capital Improvements (including, without limitation, any additional real property and any additional personal property for use in the Facility), or (c) to refund or retire all or any portion of any one or more series of Bonds then outstanding hereunder or any other obligations of the Authority, or (d)

to accomplish any two or more of the objectives referred to in the preceding clauses (a), (b) and (c), it may at any time and from time to time, if it is not in default under the Indenture, issue Additional Bonds for such purpose, within the limitations of and upon compliance with the provisions of this Article VIII.

The Additional Bonds may be in such denomination or denominations, shall bear interest at such rate or rates, shall bear such dates not inconsistent with the provisions hereof, shall mature in such amounts and at such times as are not in conflict with the provisions hereof, shall be in such form and may contain such provisions for redemption prior to maturity, all as may be provided in the Supplemental Indenture under which they are issued. Any redemption of Additional Bonds prior to maturity shall be effected in the manner set forth in and shall be subject to the provisions of Article VI hereof. The Additional Bonds so issued shall contain an appropriate series designation.

Section 8.2 Conditions Precedent to Issuance of Additional Bonds. Prior to the issuance of any Additional Bonds, the Authority shall deliver to the Trustee the Additional Bonds proposed to be issued, duly executed and sealed, accompanied by the following:

(a) **Supplemental Indenture.** A Supplemental Indenture duly executed, sealed and acknowledged on behalf of the Authority and containing the following: (i) a description of the Additional Bonds proposed to be issued, including the aggregate principal amount, the numbers and series designation, the denomination or denominations, the date, the interest rate or rates and the maturity or maturities thereof, the provisions for redemption thereof prior to maturity and the forms of such Additional Bonds, (ii) a statement that all property acquired and to be acquired by the Authority with the proceeds of such Additional Bonds shall be subject to the demise of the Lease Agreement, (iii) a provision requiring that all such property be located in the Facility or elsewhere on the Site, and (iv) any other provisions that do not conflict with the provisions hereof;

(b) **Proceedings.** A certified copy of the proceedings taken by the Directors authorizing the issuance of the Additional Bonds proposed to be issued and the execution and delivery of the Supplemental Indenture providing therefor, which said proceedings shall include a Resolution requesting the Trustee to authenticate and deliver the Additional Bonds proposed to be issued and reciting the following: (i) that the Authority is not at the time in default hereunder and that no such default is imminent, (ii) the person or persons to whom such Additional Bonds have been sold and awarded and shall be delivered, (iii) the purchase price of such Additional Bonds, and (iv) a list of all Additional Bonds previously issued by the Authority hereunder and at the time outstanding and of the Supplemental Indentures under which they were issued;

(c) **Supplemental Lease.** A fully executed and acknowledged copy of an agreement between the Authority and the City supplemental to the Lease Agreement containing the following: (i) an agreement by the City to pay additional Basic Rent in amounts at least sufficient to pay the principal of, premium (if any) and the interest on such Additional Bonds (except any amount of such interest that is specifically provided in the aforesaid Supplemental Indenture to be initially paid out of the proceeds from the sale of such Additional Bonds) on or prior to the respective due dates of such principal, premium (if any) and interest, (ii) a

recognition and agreement by the City and the Authority that from and after the issuance of such Additional Bonds, any reference in the Lease Agreement to the "Bonds" shall, unless the context clearly indicates otherwise, be construed to refer both to all the Bonds then outstanding under the Indenture and to the Additional Bonds proposed to be issued, (iii) a statement that all property acquired and to be acquired by the Authority out of the proceeds of such Additional Bonds shall be subject to the demise of the Lease Agreement, (iv) a provision requiring that all such property be located in the Facility or elsewhere on the Site, and (v) any other provisions not in conflict with the Indenture or the Lease Agreement; and

(d) **Opinion of Bond Counsel.** An opinion dated on the date of issuance of such Additional Bonds, signed by Bond Counsel and approving the validity and legality of such Additional Bonds.

Upon receipt of the documents required by the provisions of this section to be furnished to it, the Trustee shall, unless it has cause to believe any of the statements set out in said documents to be incorrect, thereupon execute the Supplemental Indenture so presented, and the Trustee shall further authenticate the Additional Bonds with respect to which the said documents shall have been made and shall, upon receipt of evidence satisfactory to it that the Authority has received the purchase price or other consideration therefor, deliver the Additional Bonds so authenticated to the person or persons to whom the Resolution provided for in subsection (b) of this Section directed that such Additional Bonds be delivered.

ARTICLE IX

AGREEMENTS RESPECTING COMPLETION OF CONSTRUCTION OF FACILITY

Section 9.1 Construction of Facility. The Authority will proceed with all due diligence to complete the acquisition, construction, and equipment of the Facility in accordance with the plans and specifications approved by the City therefor, delays incident to strikes, riots, acts of G-d and the public enemy and similar acts or circumstances beyond the reasonable control of the Authority only excepted. In the manner and subject to the conditions provided in Section 9.2, the Authority will pay, as and when due, all costs and expenses incurred in connection with the foregoing undertakings and all other Development Costs, but the Authority's obligation to pay such costs shall be limited to moneys on deposit in the Construction Fund and such other funds for the payment of such costs as may be made available by the City under the provisions of the Lease Agreement.

The Authority will not suffer or permit any mechanics' or materialmen's liens that might be filed or otherwise claimed or established upon or against the Project or any part thereof, and which might be or become a lien superior to the lien hereof, to remain unsatisfied and undischarged for a period exceeding thirty (30) days after the filing or establishment thereof; provided however, that the Authority may in good faith contest any such mechanics' or materialmen's lien claims so filed or established, and, in the event that such lien claims are so contested, may permit the mechanics' or materialmen's liens so contested to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom, irrespective of

whether such period extends beyond the thirty (30) day period after the filing or establishment of such liens, unless the Trustee shall be of the opinion that by such action the lien of the Indenture to any part of the Project shall be materially endangered or that the Project or any part thereof shall be subject to loss or forfeiture, in which event such mechanics' or materialmen's liens shall (unless they are warranted or superseded in a manner satisfactory to the Trustee) be satisfied prior to the expiration of said thirty (30) day period.

Section 9.2 Construction Fund. There is hereby created a special fund in the name of the Authority to be held by the Trustee and designated as the "Construction Fund." The Trustee shall be the depository, custodian and disbursing agent for the Construction Fund. The proceeds of the Series 2022 Bonds shall be deposited in the Construction Fund and applied to the payment of approved issuance expenses and the acquisition, construction, and equipment of the Project. The Trustee may pay approved issuance expenses without the need for a requisition form, but for all construction costs the Trustee must receive a signed requisition form, a form of which is attached hereto as Exhibit B and incorporated herein by reference.

Section 9.3 Trustee Protected in Construction Fund Payments. Additional Evidence May Be Required. The Trustee shall be fully protected in making withdrawals and payments out of any account forming a part of the Construction Fund for the purposes specified in Section 9.2 hereof.

ARTICLE X

APPLICATION OF REVENUES OF AUTHORITY AND CREATION OF SPECIAL FUNDS

Section 10.1 Bond Fund. There is hereby created a special trust fund, the full name of which shall be the "Bond Fund." The Trustee shall be and remain the depository, custodian and disbursing agent for the Bond Fund. There shall be paid into the Bond Fund, the following:

(a) On or before each August 1 and February 1, commencing August 1, 2022, the Authority will cause to be paid into the Bond Fund an amount equal to the interest that will be payable with respect to the Bonds on the next succeeding Interest Payment Date; and

(b) On or before each February 1, commencing February 1, 2023, the Authority will cause to be paid into the Bond Fund an amount equal to the principal maturing on such February 1.

Any sums deposited in the Bond Fund in accordance with Section 7.5 of this Indenture and amounts transferred to the Bond Fund from the Construction Fund pursuant to the last paragraph of Section 11.2 shall be credited on the then ensuing payments required by the provisions of this subsection to be paid into the Bond Fund until the entire amount of the said sums shall have been so credited.

All moneys paid into the Bond Fund shall be used only for payment of the principal, interest and scheduled mandatory redemption requirements under any Mandatory Redemption Provision on the Bonds, upon or after the respective maturities of such principal and interest; provided, however, that if at the final maturity of the Bonds, howsoever the same may mature, there shall be in the Bond Fund a sum in excess of the amount required to pay in full the principal and interest then due on the Bonds, then any such excess shall thereupon be returned to the Authority. When the amount of moneys on deposit in the Bond Fund equals or exceeds the aggregate of the principal and interest then remaining unpaid with respect to the Bonds, no further payments need be made into the Bond Fund except to make good moneys paid therein which may have become lost or which may not be immediately available for withdrawal under the provisions of this section.

There shall also be credited on the payments due under this Section 10.1 to be made into the Bond Fund on each Interest Payment Date all earnings on investments made pursuant to the provisions of Section 11.2 hereof and all amounts transferred into the Bond Fund pursuant to the provisions of the last paragraph of Section 11.2 hereof, to the end that all moneys held in the Bond Fund (exclusive of amounts constituting interest capitalized beyond the then next succeeding Interest Payment Date and amounts held therein for the payment of matured but unpresented Bonds) shall be paid out for purposes for which the Bond Fund was created within (13) months from the date such moneys first become available for such purposes.

Section 10.2 Depository. The Trustee shall at all times be the depository, custodian and disbursing agent for the Bond Fund and the Construction Fund; and all moneys herein required to be paid into any of said funds shall be remitted to the Trustee. Out of the moneys deposited with it in the Bond Fund or transferred thereto, the Trustee shall make provision for payment of the interest on the Bonds as said interest matures; and out of the moneys deposited with it in the Bond Fund or transferred thereto, the Trustee shall make provision for payment of the principal of the Bonds as said principal matures and for payment, on the applicable required Redemption Date, of the Redemption Price of any Bonds required to be redeemed prior to their respective maturities by any Mandatory Redemption Provision.

Section 10.3 Continuance of Special Funds. The special funds created in this Article shall be continued until all of the Bonds shall have been paid or surrendered for cancellation, or until provision for such payment has been made, in the manner contemplated by Section 17.1.

ARTICLE XI

SECURITY FOR FUNDS; INVESTMENTS

Section 11.1 Security for Funds. The moneys at any time on deposit in the Construction Fund and the Bond Fund shall be and at all times remain public funds impressed with a trust for the purpose for which each of said funds was created. The Trustee shall at all times keep the moneys on deposit in any such fund continuously secured for the benefit of the Authority and the Holders of the Bonds, either

(a) by holding on deposit, as collateral security, Federal Securities having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or

(b) if the furnishing of security in the manner provided in (a) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of trust funds;

provided, however, that it shall not be necessary for the Trustee to secure (i) any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or (ii) any portion of the moneys that are invested in Eligible Investments as herein provided.

Section 11.2 Investment of Funds

(a) All funds held by the Trustee hereunder shall be invested or reinvested by the Trustee, to the extent permitted by law, at the written request of and as directed in writing by the Authority, in Eligible Investments.

(b) Any moneys held as a part of the Bond Fund or the Construction Fund shall be invested or reinvested by the Trustee, at the written direction of the Authority, with such maturities as shall be required in order to assure full and timely payment of amounts required to be paid from the Bond Fund.

ARTICLE XII

PARTICULAR COVENANTS OF THE AUTHORITY

Section 12.1 Payment of the Bonds. The Authority will pay or will cause to be paid out of the revenues from the leasing or operation of the Facility, the principal of and the interest (and premium, if any) on the Bonds as specified therein, and it will otherwise perform all obligations that, either expressly or by reasonable implication, are imposed on it in the Indenture, and it will not default hereunder.

Section 12.2 Priority of Pledge. The pledge herein made of the rentals and other receipts from the Facility shall be prior and superior to any pledge thereof hereafter made for the benefit of any other securities (other than Additional Bonds) hereafter issued payable, in whole or in part, out of the rentals and other receipts to be derived from the Facility or for which any part of the Facility may be mortgaged (on a non-foreclosable basis) or any contract hereafter made by the Authority. In the event the Authority should hereafter issue any other securities (other than Additional Bonds) payable, in whole or in part, out of said rentals or other receipts or for which any part of said rentals or other receipts may be pledged or any part of the Facility may be mortgaged (on a non-foreclosable basis), or in the event the Authority should hereafter make

any contract payable, in whole or in part, out of said rentals and other receipts or for which any part of said rentals and other receipts may be pledged or any part of the Facility may be mortgaged (on a non-foreclosable basis), the Authority will, in the proceedings under which any such securities or contract are hereafter authorized, recognize the priority of the pledge of said revenues and receipts made herein for the benefit of the Bonds. The Authority agrees

(a) not to issue any securities, other than the Bonds, that are payable out of or secured by a pledge of the rentals and other receipts derived by the Authority from the Facility or any part thereof, and

(b) not to place any (non-foreclosable) mortgage or other encumbrance (other than the Indenture or Supplemental Indentures contemplated thereby) on the Facility or any part thereof,

without, in either case, the prior written consent of the City.

Section 12.3 Concerning the Lease Agreement. The Indenture and the rights and privileges of the Trustee and the Holders of the Bonds hereunder are specifically made subject to the rights, options and privileges of the City under the Lease Agreement, and nothing herein contained shall be construed to impair the rights, options and privileges granted to the City by the Lease Agreement. The Authority will perform and observe, or cause to be performed and observed, all agreements, covenants, terms and conditions required to be observed and performed by it in the Lease Agreement. Without relieving the Authority from the consequences hereunder of any default in connection therewith, the Trustee (on behalf of the Authority) may perform and observe, or cause to be performed and observed, any such agreement, covenant, term or condition, all to the end that the Authority's rights under the Lease Agreement may be unimpaired and free from default.

The Authority will promptly notify a Responsible Officer of the Trustee in writing of (a) the occurrence of any event of default by the City under the Lease Agreement (as the term "event of default" is used and defined in the Lease Agreement), provided that the Authority has knowledge of such default, and (b) the giving of any notice of default under the Lease Agreement. The Authority will also promptly notify a Responsible Officer of the Trustee in writing if, to the knowledge of the Authority, the City fails to perform or observe any of the agreements or covenants on its part contained in the Lease Agreement. In the event of any such occurrence of an event of default, any such giving of notice of default or any such failure, whether notice thereof is given to the Trustee by the Authority, as aforesaid, or whether the Trustee independently has knowledge thereof, the Trustee will promptly give written notice thereof to the City and shall in such notice expressly require the City to perform or observe the agreement or covenant with respect to which the City is delinquent, all to the end that if the City does not perform or observe such agreement or covenant (or cause such agreement or covenant to be performed or observed) in the manner and within the time provided by the Lease Agreement, a default may be declared thereunder without delay.

So long as the Lease Agreement shall remain in effect the Authority will cause the Basic Rent payable thereunder to be paid to the Trustee as provided in the Lease Agreement.

The Authority will not cancel, terminate or modify, or consent to the cancellation, termination or modification of, the Lease Agreement (except as is specifically provided, authorized or contemplated therein or herein) unless and until the principal of and the interest (and premium, if any) on the Bonds shall have been paid in full or provision for such payment, as specified in Section 17.1 hereof, shall have been made. In the event of any default under the Lease Agreement, the Authority will exhaust or cause to be exhausted, as promptly as may be practicable, all legal remedies that it may have against the City to obtain compliance with the lease provisions, including payment of the rentals therein provided and performance and observance of all agreements and covenants on the part of the City therein contained.

Section 12.4 Maintenance, Repairs, Changes, Alterations, Taxes and Other Charges. The Authority will continuously maintain the Facility, the Equipment and the other improvements located on the Site in good repair and in good operating condition (reasonable wear and tear excepted), making from time to time all necessary and proper renewals thereof and repairs and replacements thereto (including, without limitation, exterior and structural repairs, renewals and replacements); or it will cause the Facility, the Equipment and said improvements to be so maintained and such repairs and replacements to be so made; provided however, that the Authority shall not be obligated to renew, repair or replace any of the Equipment that may become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary in the City's use of the Facility, or to cause any such Equipment to be renewed, repaired or replaced. Without the prior written consent of the Trustee (and, unless the City is in default under the Lease Agreement, the City) the Authority will not itself make, or permit to be made, any change or alteration in the Facility or the other buildings and improvements situated on the Site other than those permitted or contemplated by the Lease Agreement.

The City will pay, or will cause to be paid, (a) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed or levied against or with respect to the Project or any part thereof including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the Project (or the receipts, income or profits of the Authority therefrom) which, if not paid, would become a lien on the Project prior to the lien of the Indenture or a charge on the rentals and other receipts therefrom prior to the charge thereon and the pledge and assignment thereof created and made therein, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Authority shall be obligated to pay, or cause to be paid, only such installments as come due while any part of the principal of and the interest on the Bonds remains outstanding and unpaid. The Authority may, however, defer or cause to be deferred payment of any such taxes, charges or assessments pending the bona fide contest thereof unless the Trustee shall be of the opinion that by such action the lien of the Indenture as to any part of the Project shall be materially endangered or the Project or any part thereof shall be subject to loss or forfeiture, in which event any such payment then due shall not be deferred.

Section 12.5 Warranty of Title. The Authority warrants its title to the property described on the attached Exhibit A as being free and clear of every lien, encumbrance, trust or

charge prior hereto, other than Permitted Encumbrances; warrants that it has power and authority to subject the said property to the lien hereof and that it has done so hereby; and warrants that it will forever warrant and defend the title to the said property unto the Trustee against the lawful claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

Section 12.6 Sale of Project Prohibited. The Authority will not hereafter sell or otherwise dispose of the whole or any integral part of the Project until the principal of and the interest (and premium, if any) on all the Bonds have been paid in full, or unless and until provision for such payment has been made.

Section 12.7 Freedom of Facility from Prior Liens. The Authority will keep the Facility free from all liens and encumbrances prior to the lien hereof (other than Permitted Encumbrances.

Section 12.8 Inspections by Trustee. The Authority will permit the Trustee and its duly authorized agents to inspect, at any reasonable time, any and every part of the Project and will permit the Trustee and the Holder of any Bond to inspect, at any reasonable time, the books and records of the Authority pertaining to the Project. The Authority will assist in furnishing facilities for any such inspection. The Authority will discharge, pay or satisfactorily provide to the Trustee, or cause to be discharged, paid or provided, all liabilities, expenses and advances reasonably incurred, disbursed or made by the Trustee in the execution of the trusts hereby created (including the reasonable compensation and expenses and disbursements of its counsel and of all other persons not regularly in its employ), and it will from time to time pay to the Trustee, or cause to be paid, reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services.

Section 12.9 Recordation. Further Assurances. The Authority will file the Indenture, and all Supplemental Indentures hereafter executed, in such public office or offices in which said documents are required by law to be filed in order to constitute constructive notice thereof and to preserve and protect fully the rights and security afforded thereby to the Trustee and the Holders of the Bonds. In addition, the Authority

(a) will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purpose of the Indenture, and in particular (without in any way limiting the generality of the foregoing) to make subject to the lien hereof any property hereafter acquired as a part of the Facility and to transfer to any successor trustee or trustees the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of the Indenture with respect to any bonds issued hereunder, and

(b) will take all actions that at the time and from time to time may be necessary (or, in the opinion of the Trustee, may be necessary) to perfect, preserve, protect and secure the interests of the Authority and the Trustee, or either, in and to the Facility.

No failure to request such further instruments or further acts shall be deemed a waiver of any right to the execution and delivery of such instruments or the doing of such acts or be deemed to affect the interpretation of any provisions of the Indenture.

Section 12.10 Concerning the Tax Code. (a) **General.** The Authority recognizes that the Tax Code imposes certain conditions to the exemption from Federal income taxation of interest income on the Bonds. Accordingly, the Authority agrees that it will continually comply with all requirements imposed by the Tax Code as a condition to the exemption from Federal income taxation of the interest income on the Bonds. With respect to any question arising under this Section 12.10, the Authority may rely upon an opinion of nationally recognized Bond Counsel acceptable to it.

(b) **Bonds Not To Be "Private Activity Bonds".** The Authority will not permit the application of proceeds of the Bonds or the use of any facilities financed with proceeds of the Bonds to be used in a manner that would cause any of the Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Tax Code. The City has agreed in the Lease with the Authority that no federal prisoners will be housed in the Facility and the City will not enter into any agreement with any private party, including the federal government, to house any prisoners or other private occupants at the Facility.

(c) **Concerning the Arbitrage Provisions of the Tax Code.** The Authority agrees that it will comply with all provisions of the Tax Code necessary to preclude the Bonds being considered "arbitrage bonds" within the meaning of Section 148 or Section 149 of the Tax Code. Anything herein to the contrary notwithstanding, the Authority will not request any investment of any moneys held under the Indenture, or any sale or other conversion into cash of any such investments, or take any other action if as a result thereof any of the Bonds would be considered "arbitrage bonds" within the meaning of Sections 103(b)(2) and Sections 148 and 149 of the Tax Code and any applicable regulations and, in particular, will not make any investment that would result in amounts on deposit in the funds held hereunder by the Trustee being invested at a yield in excess of the yield on the Bonds, as such yield is required to be computed in accordance with the Tax Code and applicable regulations.

The Trustee will, on behalf of the Authority, keep and maintain such records respecting the investment of funds held under the Indenture for such period of time as shall be necessary in order to determine the yield on investment of proceeds of the Bonds of paragraphs (2) and (3) of Section 148(f) of the Tax Code, and any applicable regulations thereunder; and it will make available to the Authority such information as shall be necessary or desirable to enable the Authority to determine what action (if any) should be taken, under the provisions of Section 148(f) of the Tax Code and any applicable regulations, to avoid the treatment of the Bonds as "arbitrage bonds" within the meaning of said Section 148(f) and applicable regulations (if any).

If, a rebate to the United States of America should be necessary in order to preserve the exemption of the interest income on the Bonds from federal income taxation, the Authority agrees to make such rebate out of rental payments made by the City for such purpose or out of any other funds lawfully available to it.

ARTICLE XIII

CERTAIN PROVISIONS RELATING TO THE POSSESSION, USE AND RELEASE OF THE PROJECT AND TO THE DISPOSITION OF INSURANCE PROCEEDS AND CONDEMNATION AWARDS

Section 13.1 Retention of Possession of Project by Authority. While the Authority is not in default hereunder, it may retain actual possession of the Project and may manage and lease the same, and may collect, use and enjoy the rents, revenues, income and profits thereof to such extent as is in nowise violative of the Authority's covenants herein contained or contained in the Lease Agreement.

Section 13.2 Release of Equipment. Reference is hereby made to Section 6.2 of the Lease Agreement which permits the City to remove, in some cases without any accountability to the Authority or the Trustee, items of the Equipment from the Site and to sell or otherwise dispose of the same free and clear of the demise of the Lease Agreement and of the lien of the Indenture. Any item of the Equipment released from the demise of the Lease in accordance with the provisions thereof shall also be released from the lien of the Indenture, and the Trustee shall at the request of the Authority or the City execute and deliver all instruments that may be necessary to confirm such release.

Section 13.3 Release Upon Payment of Condemnation Award to Trustee. If the Project or any part thereof shall be taken through the exercise of the power of eminent domain, the entire condemnation award referable thereto shall be paid directly to the Trustee. Upon payment to the Trustee of such award, the Trustee shall, at the expense of the Authority, execute and deliver to the Authority or to the corporation or governmental agency successfully exercising such power of eminent domain any and all instruments that may be necessary (i) to release from the demise of the Lease all property forming part of the Project that shall be so taken and (ii) to release from the lien of the Indenture all property forming part of the Project that shall be so taken.

Section 13.4 Disposition of Condemnation Award. Reference is hereby made to the Lease Agreement wherein it is provided that if title to all or any part of the Project shall be taken through the exercise of the power of eminent domain, the entire condemnation award referable thereto shall be paid to and held by the Trustee and shall thereafter be applied by the Trustee in the manner and for the purposes specified in Section 7.2 of the Lease Agreement. The Trustee hereby accepts the duties and obligations on its part specified in the Lease Agreement with respect to such condemnation award and agrees that such condemnation award shall be applied in accordance with the applicable provisions of the Lease Agreement.

Section 13.5 Disposition of Insurance Proceeds. Reference is hereby made to the Lease Agreement wherein it is provided that if the Facility is destroyed, in whole or in part, or is damaged, by fire or other casualty, then all "Net Insurance Proceeds" (as defined in the Lease) recovered by the Authority, the City and the Trustee shall be paid to and held by the Trustee and shall thereafter be applied by the Trustee in the manner and for the purposes specified in Section 7.1 of the Lease Agreement. The Trustee hereby accepts the duties and

obligations on its part specified in the Lease Agreement with respect to such proceeds and agrees that such proceeds shall be applied in accordance with the applicable provisions of the Lease Agreement. All proceeds of insurance shall be deposited into the Construction Fund and applied for payment of the costs of restoration of the Facility or the redemption of Series 2022 Bonds, at the direction of and upon requisition approved by the Authority and the City.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 14.1 Events of Default Defined. Any of the following shall constitute default hereunder by the Authority:

(a) Failure by the Authority to pay the principal of, the interest on or the premium (if any) on any Bond as and when the same become due as therein and herein provided (whether such shall become due by maturity, any Mandatory Redemption Provision or otherwise);

(b) A default by the City under the Lease Agreement and the continuance thereof during the grace period, if any, provided in the Lease Agreement;

(c) Failure by the Authority to perform and observe any of the agreements and covenants on its part herein contained, other than (i) its agreement to pay the principal of, the interest of and the premium (if any) on the Bonds, and (ii) any other agreement with respect to which its failure to perform is the result of an "event of default" by the City under the Lease Agreement, after thirty (30) days' written notice to it of such failure made by the Trustee or by the Holders of not less than twenty-five per cent (25%) in principal amount of the Bonds then outstanding and secured hereby, unless during such period or any extension thereof the Authority has commenced and is diligently pursuing appropriate corrective action; or

(d) Any warranty, representation or other statement by or on behalf of the Authority in the Lease Agreement or this Indenture or in any certificate furnished with respect thereto being false and misleading in any material respect at the time made.

Section 14.2 Remedies on Default. Upon any default in any one of the ways defined in the preceding Section 14.1 hereof, the Trustee shall have the following rights and remedies:

(a) **Acceleration.** The Trustee may, by written notice to the Authority, declare the principal of and the interest accrued on all the Bonds forthwith due and payable, and such principal and interest shall thereupon become

and be immediately due and payable, anything herein or therein to the contrary notwithstanding. If, however, the Authority makes good that default and every other default hereunder (except for those installments of principal and interest declared due and payable that would, absent such declaration, not be due and payable), with interest on all overdue payments of principal and interest, and makes reimbursement of all the reasonable expenses of the Trustee, then the Trustee may (and, if requested in writing by the Holders of a majority in principal amount of the then outstanding Bonds, shall), by written notice to the Authority, waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto.

(b) **Suits at Law or in Equity**. The Trustee is empowered, (i) to sue on the Bonds, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the Authority herein contained, including the fixing of rentals, the collection and proper segregation of the revenues from the Facility and the proper application thereof, (iii) by action or suit in equity, to require the Authority to account as if it were the trustee of an express trust for the Holders of the Bonds, and (iv) by action or suit in equity, to enjoin any action or things which may be unlawful or a violation of the rights of the Holders of the Bonds.

(c) **Receivership**. The Trustee shall be entitled to and shall have, regardless of the sufficiency of any security or the availability of any other remedy, the appointment of a receiver to administer and operate the Facility and to perform the covenants on the part of the Authority herein contained. Any receiver so appointed shall be entitled to take over and administer all of the following then on hand which shall be applicable to the Facility: cash on hand or on deposit, accounts and notes receivable, stocks, evidences of indebtedness, choses in action, and lease agreements with respect to the Facility or any part thereof.

Nothing herein contained, however, shall be construed to give any authority to the Trustee or the Holders of any of the Bonds to compel a sale of the Facility or any part thereof, and no foreclosure proceedings or sale shall ever be had under the authority of this Indenture with respect to the Facility or any part thereof.

Section 14.3 Application of Moneys Received from Facility. Any moneys received by the Trustee or by a receiver from the Facility pursuant to the provisions of this article or pursuant to any right given to it or action taken by it under the provisions of this article, together with all other funds then held by it hereunder, shall, after payment of all proper costs, expenses and liabilities incurred and disbursements made by the Trustee hereunder, and all liens and charges on the Facility prior hereto which in the opinion of the Trustee it is advisable to pay, be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, with interest on overdue installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment plus said interest thereon, then to the payment ratably, according to the amounts due on such installments and with respect to said interest, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on overdue installments of principal, and, if the amount available shall not be sufficient to pay in full all such principal (and premium, if any), together with such interest, then to the payment of such principal, premium (if any) and interest ratably, without any discrimination or privilege; and

THIRD - The surplus, if any there be, into the Bond Fund, or in the event the Bonds have been fully paid, to the Authority or to whomsoever may be entitled thereto.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied as follows:

FIRST - To the payment of the principal and interest then due and unpaid upon the Bonds (with interest on overdue principal and interest), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege; provided however, that if the principal of all the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded under the provisions of Section 14.2, then, subject to the provisions of this subsection (b) in the event that the principal of all the Bonds shall later become or be declared due and payable, such moneys shall be applied in accordance with the provisions of subsection (a) of this Section 14.3; and

SECOND - The surplus, if any there be, or in the event the Bonds have been fully paid, to the Authority or to whomsoever may be entitled thereto.

Whenever moneys are to be applied pursuant to the provisions of this Section 14.3, such moneys shall be applied at such time or times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal and interest to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 14.4 Remedies Vested in Trustee. All remedies hereunder are vested exclusively in the Trustee for the equal and pro rata benefit of all the Holders of the Bonds, unless the Trustee refuses or neglects to act within a reasonable time after written request so to act addressed to the Trustee by the Holders of twenty-five per cent (25%) in principal amount of the outstanding Bonds, accompanied by indemnity satisfactory to the Trustee, in which event the Holder of any of the Bonds may thereupon so act in the name and behalf of the Trustee or may so act in his own name in lieu of action by or in the name and behalf of the Trustee. Except as above provided, no Holder of any of the Bonds shall have the right to enforce any remedy hereunder, and then only for the equal and pro rata benefit of the Holders of all the Bonds.

Notwithstanding any other provision hereof, the right of the Holder of any Bond, which is absolute and unconditional, to receive payment of the principal of and the interest on such Bond on or after the due date thereof, but solely from the revenues from the Facility as therein and herein expressed, or to institute suit for the enforcement of such payment on or after such due date, or the obligation of the Authority, which is also absolute and unconditional, to pay, but solely from said revenues and receipts, the principal of and the interest on the Bonds to the respective Holders thereof at the time and place in said Bonds expressed, shall not be impaired or affected without the consent of such Holder.

Section 14.5 Delay No Waiver. No delay or omission by the Trustee or by any Bondholder to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Trustee or to the Bondholders may be exercised from time to time and as often as deemed expedient.

ARTICLE XV

CONCERNING THE TRUSTEE

Section 15.1 Acceptance of Trusts. The Trustee accepts the trusts hereby created and agrees to perform the duties herein required of it, either expressly or by reasonable implication, subject, however, to the following conditions:

(a) It shall not be liable hereunder except for its non-compliance with the provisions hereof, its willful misconduct or its gross negligence.

(b) It may execute any of the trusts and powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care.

(c) It may consult Counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of Counsel, provided that its action or inaction is not contrary to any express provision hereof.

(d) It need not recognize a Holder of a Bond or Bonds as such without the satisfactory establishment of his title to such Bond or Bonds.

(e) It shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party.

(f) It need not notice any default hereunder unless requested so to do by the Holders of twenty-five per cent (25%) of the then outstanding Bonds.

(g) In the event of default by the Authority hereunder, the Trustee need not exercise any of its rights or powers specified in Section 14.2 hereof or take any action under said Section 14.2 unless requested in writing so to do by the Holders of twenty-five per cent (25%) of the then outstanding Bonds; it may exercise any such rights or powers or take any such action, if it thinks advisable, without any such request; it shall do so when so requested; provided that the furnishing of indemnity, satisfactory to the Trustee, against its prospective liabilities and expenses by the Holders requesting any action by the Trustee under said Section 14.2 shall be a condition precedent to the duty of the Trustee to take or continue any action under said Section 14.2 which in the opinion of the Trustee would involve it in any such liabilities or expenses. Whenever it has a choice of remedies under said Section 14.2 or a discretion as to details in the exercise of its powers thereunder, it must follow any specific directions given by the Holders of a majority of the Bonds at the time outstanding, anything therein or herein to the

contrary notwithstanding, unless the observance of such directions would, in the opinion of the Trustee, unjustly prejudice the non-assenting Bondholders.

(h) It shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services, and reimbursement of all advances, reasonable counsel fees and other reasonable expenses reasonably made or incurred by the Trustee in connection with such services. It shall pay the fees and charges of any co-paying agents for any of the Bonds (for which it shall be entitled to reimbursement from the Authority).

(i) Any action taken by the Trustee at the request of and with the consent of the Holder of a Bond will bind all subsequent Holders of the same Bond and any Bond issued hereunder in lieu thereof.

(j) It may be the Holder of Bonds as if not Trustee hereunder.

(k) It shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(l) It shall not unreasonably withhold or delay any consent or approval required of it under the provisions hereof or of the Lease Agreement.

(m) All moneys received by the Trustee to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Trustee shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(n) It may make any investments permitted hereby through its own Bond Department, and any Eligible Certificates issued by it hereunder shall be deemed investments and not deposits.

(o) It shall, upon reasonable request, advise the Authority or the City of the amount at the time on deposit in any of the special funds herein created.

(p) It shall, upon reasonable request, issue to the Authority or the City certificates indicating whether, to the knowledge of the Trustee, the Authority or the City is in default under the provisions of the Indenture or the Lease Agreement, respectively.

(q) The recitals of fact herein and in the Bonds are statements by the Authority and not by the Trustee, and the Trustee is in no way responsible for the validity or security of the Bonds, insuring the Facility, the existence of any part of the Facility, the value thereof, the title of the Authority thereto, the security afforded hereby or the validity or priority of the lien hereof.

(r) The Trustee shall have no responsibility for filing or recording of this Indenture or any other document or instrument including, without limitation, any initial financing statements.

(s) The Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(t) When the Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Authority, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

(u) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except for the default specified in Section 14.1(b), unless a Responsible Officer of the Trustee shall be specifically notified in writing of such default by the Authority or by the Holders of at least fifty percent (50%) in aggregate principal amount of outstanding Bonds, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the designated office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(v) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Authority Representative or an Authorized City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which a Responsible Officer of the Trustee has been notified as provided in Section 15.1(v) hereof, or of which by said subsection the Trustee is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same.

(w) The Trustee may accept a certificate of the officials of the Authority (or their successors in office) who executed the Bonds to the effect that a Resolution in the form set forth in such certificate has been adopted by the Authority as conclusive evidence that such Resolution has been duly adopted and is in full force and effect.

(x) The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment, redemption or defeasance of the Bonds.

All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

Section 15.2 Trustee Authorized to Pay Certain Charges. Without relieving the Authority from the consequences of any default in connection therewith, the Trustee may pay any charge which the failure of the Authority to pay has made or will make an encumbrance or lien prior hereto on the Facility, and in the event the City or the Authority shall fail to take out or cause to be taken out insurance on the Facility to the extent required by the Indenture, the Trustee may take out any such insurance on the Facility that the Authority has failed to furnish or cause to be furnished and may pay the premiums thereon; provided that in each case (a) the Trustee first gives to the Authority such notice as is reasonable under the circumstances of the Authority's failure to pay such charge or take out or cause to be taken out such insurance, and (b) the Authority does not within such time thereafter as the Trustee deems reasonable under the circumstances pay such charge or take out or cause to be taken out such insurance. The Trustee, however, shall not be required to pay any such charge or take out any such insurance, and it shall not be liable in any manner for any failure to do so. All sums expended by the Trustee under the provisions of this section shall be secured by the Indenture, shall bear interest at the rate of 2% above the Trustee Prime Rate from the date of payment thereof, and shall be entitled to priority of payment over the principal of or the interest (and premium, if any) on any of the Bonds. The Authority will reimburse the Trustee on demand for all sums so expended by the Trustee, together with interest at said rate.

Section 15.3 Trustee May File Claims. The Trustee may at any time file a claim in its own name or for the benefit of the Holders of the Bonds in any court proceeding where any such claim may be permitted or required, whether such proceeding be by way of reorganization, bankruptcy, receivership or of any other nature. The Holders of the Bonds do hereby constitute and appoint the Trustee as their irrevocable agent and attorney in fact for the purpose of filing any such claim, but such authorization shall not include the power to agree to accept new securities of any nature in lieu of the Bonds or to alter the terms of the Bonds.

Section 15.4 Resignation and Discharge of Trustee. The Trustee may resign and be discharged of the trusts hereby created upon thirty (30) days written notice to the Authority and the Holders of the Bonds specifying the effective date of such resignation. The Trustee may at any time be removed by a written instrument upon thirty (30) days written notice signed by the Authority (so long as no event of default exists hereunder) or by Holders of a majority in Outstanding Amount of the Bonds then outstanding. No resignation or removal of the Trustee shall be effective until the appointment of a successor as provided below. If the Trustee shall resign or be removed, it shall be reimbursed for all its proper prior expenses reasonable under the circumstances and that would be due under this Indenture.

Section 15.5 Appointment of Successor Trustee. If the Trustee shall resign, be removed, be placed by a court or governmental authority under the control of a receiver or other public officer or otherwise become incapable of acting, a successor may be appointed by a written instrument signed by the Holders of a majority in outstanding amount of the Bonds and in the interim by an instrument executed by the Authority, such interim successor Trustee to be immediately and ipso facto superseded by the one appointed as above by the said Holders. The

Authority shall give written notice of such interim appointment, in the event such is made, to the Holders of the Bonds, and when the appointment of a successor Trustee, as selected by the Holders of a majority in outstanding amount of the Bonds, becomes effective, such successor Trustee shall give written notice of that fact to the Holders of the Bonds. Any successor Trustee shall be a bank or trust company authorized to administer trusts and having, at the time of its acceptance of such appointment combined capital, surplus and undivided profits of at least $50,000,000. If no successor Trustee shall have been appointed and accepted appointment within sixty (60) days of the resignation, removal, or the occurrence of a vacancy in the office of Trustee in the manner herein provided, the Trustee or any Holder may petition any court of competent jurisdiction for the appointment of a successor Trustee until a successor shall have been appointed as above provided.

Section 15.6 Concerning Any Successor Trustee. Any successor Trustee shall execute and deliver to the Authority an instrument accepting the trusts and shall thereupon ipso facto succeed to all the estate and title of the retiring Trustee to the Facility and to its rights, powers and responsibilities hereunder. The Authority will, upon request of the successor Trustee, execute and deliver to it any instrument reasonably requested in further assurance thereof. Any such instrument so executed shall be filed for record in the office of the Judge of Probate of the county in which the Facility is located. Any successor Trustee may effectively adopt the authentication certificate of a predecessor Trustee on Bonds already authenticated and not delivered, and may so deliver them; and it may effectively authenticate Bonds in its own name.

ARTICLE XVI
AUTHORIZATION OF SUPPLEMENTAL INDENTURES, MODIFICATION OF THE INDENTURE, THE LEASE AGREEMENT AND SUPPLEMENTAL INDENTURES

Section 16.1 Supplemental Indentures without Bondholder Consent. The Authority and the Trustee may at any time and from time to time enter into such Supplemental Indentures (in addition to such Supplemental Indentures as are otherwise provided for herein or contemplated hereby) as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To add to the covenants and agreements of the Authority herein contained other covenants and agreements thereafter to be observed and performed by the Authority, provided that such other covenants and agreements shall not either expressly or impliedly limit or restrict any of the obligations of the Authority contained in the Indenture;

(b) To cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Indenture or in any Supplemental Indenture or to make any provisions with respect to matters arising under the Indenture or any Supplemental Indenture for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Indenture or any Supplemental Indenture and do not adversely affect the interests of the Holders of the Bonds; and

(c) To subject to the lien of the Indenture and the pledge herein contained additional property and the revenues therefrom.

Any Supplemental Indenture entered into under the provisions of and pursuant to this section shall not require the consent of any Bondholders.

Section 16.2 Supplemental Indenture Requiring Bondholder Consent. In addition to those Supplemental Indentures permitted by Section 16.1, the Authority and the Trustee may, at any time and from time to time, with the written consent of the Holders of not less than sixty-six and two-thirds per cent (66-2/3%) of the Bonds then outstanding, enter into such Supplemental Indentures as shall be deemed necessary or desirable by the Authority and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, that without the written consent of the Holder of each Bond affected, no reduction in the principal amount of, rate of interest on, or the premium payable upon the redemption of, any Bond shall be made; and provided further, that without the written consent of the Holders of all the Bonds none of the following shall be permitted:

(a) An extension of the maturity of any installment of principal of or interest on any Bond;

(b) The creation of a lien or charge on the Facility or the revenues therefrom ranking prior to or on a parity with the lien and charge thereon contained herein;

(c) A change in any Mandatory Redemption Provision;

(d) The establishment of preferences or priorities as between the Bonds; or

(e) A reduction in the aggregate principal amount of Bonds the Holders of which are required to consent to such Supplemental Indenture.

Upon the execution of any Supplemental Indenture under and pursuant to the provisions of this section, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Holders of the Bonds then outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 16.3 Execution of Supplemental Indentures. The Authority and the Trustee recognize that, to the extent specified in Section 9.1 of the Lease Agreement, they may not make any amendment of the Indenture or any Supplemental Indenture without the prior written consent of the City. Subject to such consent, the Trustee is authorized to join with the Authority in the execution of any Supplemental Indenture authorized under the provisions of this article and to make the further agreements and stipulations which may be contained therein, but

the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects its rights, duties or immunities under the Indenture. Any Supplemental Indenture executed in accordance with the provisions of this article shall thereafter form a part of the Indenture, and all the terms and conditions contained in such Supplemental Indenture as to any provisions authorized to be contained therein, shall be deemed to be a part of the terms and conditions of the Indenture for any and all purposes.

Section 16.4 Amendments to Lease Agreement. The Authority may, with the written consent of the Trustee but without the consent of or any notice to the holders of any of the Bonds,

(a) amend, change or modify the Lease Agreement so as to identify more precisely the Equipment or additional rights and interests in property acquired in accordance with the provisions of the Lease Agreement, and

(b) amend, change or modify the Lease Agreement to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Lease Agreement, or to make provision with respect to matters arising under the Lease Agreement for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Lease Agreement or the Indenture and do not, in the sole and uncontrolled judgment of the Trustee, adversely affect the interests of the holders of the Bonds.

The Authority may, at any time and from time to time, with the written consent of the Trustee and the written consent of the holders of not less than sixty-six and two-thirds per cent (66-2/3%) of the Bonds then outstanding, amend, change or modify the Lease Agreement to such extent as shall be deemed necessary or desirable by the Authority and the Trustee, provided that without the written consent of the holders of all the Bonds, no such amendment, modification or change with respect to the Lease Agreement shall permit (i) a reduction in the amount of Basic Rent prior to payment in full of the principal of and the interest (and premium, if any) on the Bonds, (ii) any reduction of or change in the due dates of Basic Rent payments prior to such full payment of the Bonds, or (iii) any other change that, in the sole and uncontrolled judgment of the Trustee, might adversely affect the interests of the holders of the Bonds.

Section 16.5 Discretion of the Trustee. In the case of any Supplemental Indenture or amendment, modification or change with respect to the Lease Agreement authorized under the provisions of this article, the Trustee shall be entitled to exercise its discretion in determining whether or not any proposed Supplemental Indenture or amendment, modification or change with respect to the Lease Agreement, or any term or provision therein contained, is proper or desirable, having in view the purposes of such instrument, the needs of the Authority and the Facility and the rights and interests of the Bondholders, and the Trustee shall not be under any responsibility or liability to the Authority or to any Bondholder or to anyone whomsoever for any act or thing which it may in good faith do or decline to do under the provisions of this article. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Independent Counsel acceptable to it as conclusive evidence that any

such Supplemental Indenture or any such amendment, modification or change with respect to the Lease Agreement complies with the provisions of the Indenture and that it is proper for the Trustee acting under the provisions of this article to join in the execution of such Supplemental Indenture or to consent to such amendment, modification or change with respect to the Lease Agreement.

ARTICLE XVII
PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 17.1 Satisfaction of Indenture. Whenever the entire indebtedness secured by the Indenture, including all proper charges of the Trustee hereunder, shall have been fully paid, the Trustee shall cancel, satisfy and discharge the lien of the Indenture and shall execute and deliver to the Authority such deeds and instruments as shall be requisite to satisfy of record the lien hereof and to reconvey and transfer the Facility to the Authority. For purposes of the Indenture, any of the Bonds shall be deemed to have been paid when there shall have been irrevocably deposited with the Trustee for payment thereof the entire amount (principal, interest and premium, if any) due or to be due thereon until and at maturity, and, further, any of the Callable Bonds shall also be deemed to have been paid when the Authority shall have deposited with the Trustee the following:

(a) the applicable Redemption Price of such Bond, including the interest that will mature thereon to the earliest date on which it may, under the terms of the Indenture, be redeemed,

(b) a certified copy of the Resolution required by subsection (a) of Section 6.1 (if, under the terms of said subsection (a), the adoption of such a Resolution is required), and

(c) either (i) evidence satisfactory to the Trustee that notice of redemption of such Bond has been given as provided in Article VI, or (ii) irrevocable powers authorizing the Trustee to give such redemption notice.

In addition, any Bonds shall, for all purposes of the Indenture, be deemed fully paid if there shall be filed with the Trustee each of the following:

(1) a trust agreement between the Authority and the Trustee making provision for the retirement of such Bonds by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Bonds (including payment of the interest that will mature thereon until and on the dates they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (A) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the

principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of such Bonds, or (B) both cash and such securities which together will produce funds sufficient for such purpose, or (C) cash sufficient for such purpose;

(2) a certified copy of a Resolution calling for redemption those of such Bonds that, according to said trust agreement, are to be redeemed prior to their respective maturities; and

(3) evidence that notice of such redemption has been given pursuant to the requirement of Article VI or that irrevocable powers for the giving of such redemption notice have been conferred on the Trustee.

Section 17.2 Cancellation of Paid Bonds. When and as the Bonds are paid, those so paid shall be forthwith cancelled by the Trustee and delivered to the Authority. Likewise all mutilated Bonds replaced by new Bonds shall forthwith be cancelled by the Trustee and delivered to the Authority. The Trustee may, in either case, deliver to the Authority a certificate of cancellation in lieu of the delivery of the cancelled Bonds.

Section 17.3 Payment of Certain Surplus Moneys to the City. At such time as the Bonds and any other indebtedness secured by the Indenture shall have been fully paid in accordance with the provisions of Section 17.1, the Trustee shall, if the Lease Agreement has not theretofore been terminated as a result of a default by the City, pay to the City any surplus moneys then remaining in any of the funds created under the Indenture.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1 Disclaimer of General Liability. It is hereby expressly made a condition of this Indenture that any agreements, covenants or representations herein contained or contained in the Bonds do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Authority, and in the event of a breach of any such agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Authority shall arise therefrom. Further, none of the members of the Directors and none of the officers, employees or agents of the Authority shall have any personal or pecuniary liability whatever hereunder or any liability for the breach by the Authority of any of the agreements on its part herein contained. Nothing contained in this section, however, shall relieve the Authority from the observance and performance of the several covenants and agreements on its part herein contained.

Section 18.2 Retention of Moneys for Payment of Bonds. Should any of the Bonds not be presented for payment when due, whether by maturity or otherwise, the Trustee shall, subject to the provisions of any applicable escheat or other similar law, retain from any moneys transferred to it for the purpose of paying said Bonds so due, for the benefit of the Holders thereof, a sum of money sufficient to pay such Bonds when the same are presented by the Holders thereof for payment (upon which sum the Trustee shall not be required to pay

interest). All liability of the Authority to the Holders of such Bonds and all rights of such Holders against the Authority under the Bonds or under the Indenture shall thereupon cease and determine, and the sole right of such Holders shall thereafter be against such deposit. Moneys set aside for payment of matured but unpresented Bonds may not, any provisions hereof to the contrary notwithstanding, be invested, and such moneys shall not, for the purposes of determining the amount on deposit in any of the funds, be considered as moneys on deposit therein. If any Bond shall not be presented for payment within a period of three (3) years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, subject to the provisions of any applicable escheat or other similar law, return to the Authority any moneys theretofore held by it for payment of such Bond, and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the Authority.

Section 18.3 Form of Requests, etc., by Bondholders. Any request, direction or other instrument required to be signed or executed by Holders of the Bonds may be in any number of concurrent instruments of similar tenor, signed, or executed in person or by agent appointed in writing. Such signature or execution may be proved by the certificate of a notary public or other officer at the time authorized to take acknowledgments to deeds to be recorded in Alabama, stating that the signer was known to him and acknowledged to him the execution thereof.

Section 18.4 Limitation of Rights. Nothing herein or in the Bonds shall confer any right on anyone other than the Authority, the Trustee, the City, and the Holders of the Bonds.

Section 18.5 Manner of Proving Ownership of Bonds. The ownership at any given time of a Bond may be proved by a certificate of the Trustee stating that on the date stated the Bond described was registered on its books in the name of the stated party.

Section 18.6 Indenture Governed by Alabama Law. It is the intention of the parties hereto that the Indenture shall in all respects be governed by the laws of the State of Alabama.

Section 18.7 Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or received by certified or registered mail, postage prepaid with return receipt requested, at such addresses:

(a) If to the Authority:

The Public Building Authority of the City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35810

(b) If to the City:

the City of Huntsville

308 Fountain Circle
Huntsville, Alabama 35810

(c) If to the Trustee:

Regions Bank
1900 5th Avenue North, 26th Floor
Birmingham, Alabama 35203

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. The Trustee and the Authority will send a copy of each notice that either thereof gives to the other pursuant to the provisions hereof to the City so long as no default under the Lease Agreement shall have occurred and be continuing; provided however, that the failure of either the Authority or the Trustee to send a copy of any such notice to the City shall not invalidate such notice or render it ineffective unless notice to the City is otherwise expressly required herein. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

IN WITNESS WHEREOF, the Authority has caused this Indenture to be executed in its corporate name and behalf by its Chairman, has caused its corporate seal to be hereunto affixed and has caused this Indenture to be attested by its Secretary, and the Trustee, to evidence its acceptance of the trusts hereby created, has caused this Indenture to be executed in its name and behalf, has caused its seal to be hereunto affixed and has caused this Indenture to be attested, by its duly authorized officers, all as of the 3rd day of March, 2022.

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

By _____
Its Chairman

[SEAL]

ATTEST:

_____
Its Secretary

REGIONS BANK

By _____

Its _____

ATTEST:

_____

Its _____

STATE OF ALABAMA)
:
MADISON COUNTY)

I, Lee V. Bradley, a Notary Public in and for said county in said state, hereby certify that **MARK RUSSELL**, whose name as Chairman of **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE**, a political subdivision of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 3rd day of March, 2022.

(NOTARIAL SEAL)

_____
Notary Public

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, Lee V. Bradley, a Notary Public in and for said county in said state, hereby certify that Dian Wilson, whose name as a duly authorized representative of **REGIONS BANK,** a banking corporation under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 3rd day of March, 2022.

(NOTARIAL SEAL)

_____
Notary Public

EXHIBIT A

SITE DESCRIPTION

Lot 4 according to the Subdivision Plat of Urban Renewal Project ALA R-32 Big Spring Area, Huntsville, Alabama, Section "A," as the same is recorded in the Madison County Probate Records in Plat Book 8, Page 22, with said Property being bounded on the west and north by Fountain Circle, on the south by Gates Avenue, and on the east by Madison Street.

Less and Except and reserving unto the City of Huntsville, however, the designated rights-of-way for Fountain Circle, Gates Avenue, and Madison Street.

EXHIBIT B

REQUISITION AND PAYMENT REQUEST

No. _____

TO: Regions Bank, the Trustee of the Construction Fund under that certain Mortgage Indenture and Deed of Trust dated _____, 2022 (the "Indenture"), between The Public Building Authority of the City of Huntsville and Regions Bank. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.

A requisition and payment request is hereby made to you, as custodian of the Construction Fund, for the payment of _____ to:

_____

(Name of person to whom payment is to be made)

whose address is _____

_____

The purpose for which such payment (or reimbursement) is to be made is as follows:

_____

The Authorized Authority Representative does hereby certify that the purpose for which such payment is to be made is one for which Construction Fund moneys are authorized under the Indenture to be expended. Attached hereto is an invoice (or invoices) from the payee named showing that the amount requested to be paid is or was due and payable for the purpose stated in this requisition and payment request, or, in the case of reimbursement, certification from the payee as to the amount to be reimbursed and the purpose or purposes for which such payee expended funds for which reimbursement is hereunder requested for Capital Improvements for the Project or otherwise for the Project.

This _____ day of _____, 202__.

THE PUBLIC BUILDING
AUTHORITY OF THE CITY OF
HUNTSVILLE

By: _____
Authorized Authority Representative

Exhibit III
Preliminary Official Statement

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 9, 2022

Ratings:
Moody's: Aa1
Standard & Poor's: AA+
(See "RATINGS" herein)

New Issue – Book Entry Only

In the opinion of Bond Counsel to the Authority, assuming continuing compliance by the Authority with the covenants set forth in the Indenture and the proceedings under which the Series 2022 Bonds are issued with respect to certain conditions imposed by Section 103 of the Internal Revenue Code of 1986, as amended, the interest income on the Series 2022 Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes. Bond Counsel to the Authority is also of the opinion that the interest income on the Series 2022 Bonds is, under existing statutes and regulations, exempt from Alabama income taxation. See "TAX MATTERS" herein.

$73,705,000*
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE (ALABAMA)
Lease Revenue Bonds
Series 2022

Dated: Date of Delivery

Due: February 1, as shown on the inside cover hereof

SEE INSIDE COVER FOR AMOUNTS, MATURITIES, INTEREST RATES AND YIELDS

Interest on the Series 2022 Bonds is payable on August 1 and February 1 of each year, commencing August 1, 2022. The Series 2022 Bonds will be issued as fully registered bonds in the denominations of $5,000 and any integral multiple thereof. Principal of and any premium on the Series 2022 Bonds will be payable at the corporate trust office of Regions Bank, Birmingham, Alabama, as Trustee under the Indenture hereinafter defined. Interest on the Series 2022 Bonds will be payable by check or draft mailed by the Trustee to the registered owners thereof.

The Series 2022 Bonds are special, limited obligations of The Public Building Authority of the City of Huntsville (the "Authority") payable solely from, and secured by a pledge of, the revenues and receipts derived by the Authority from the leasing by the City of Huntsville (the "City") of the Facility described herein. The Series 2022 Bonds will not constitute an indebtedness of the State of Alabama or of the City, or give rise to a pecuniary liability or charge against the general credit or taxing powers of the State of Alabama or the City. The Authority has no taxing power and no source of payment of the principal of and premium (if any) and interest on the Series 2022 Bonds other than revenues derived from or with respect to the Lease (hereinafter defined) and, in certain cases, proceeds of insurance or condemnation awards respecting the Facility. The Series 2022 Bonds will not be obligations or debts of the City or any other political subdivision or instrumentality of the State of Alabama (other than the Authority to the extent provided in the Indenture), and except for the obligation of the City to pay rentals with respect to the Series 2022 Bonds coming due during the initial term or any renewal term of twelve months for which the Lease shall be in effect, neither the City nor any such political subdivision or instrumentality (other than the Authority to the extent provided in the Indenture) shall in any manner be liable for the payment of the principal of or the interest on the Series 2022 Bonds or for the performance of the undertakings of the Authority contained in the Series 2022 Bonds or in the Indenture.

The Series 2022 Bonds will be issued as fully registered Series 2022 Bonds and will be registered in the name of Cede & Co., nominee of The Depository Trust Company ("DTC"), to which principal and interest payments on the Series 2022 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2022 Bonds. Individual purchases of the Series 2022 Bonds will be made in book-entry form only, and individual purchasers ("Beneficial Owners") of the Series 2022 Bonds will not receive physical delivery of Series 2022 Bond certificates. So long as DTC or its nominee is the registered owner of the Series 2022 Bond, disbursements of such payments to DTC is the responsibility of the Trustee, disbursements of such payment to DTC Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants or Indirect Participants as more fully described herein.

[Certain of the Series 2022 Bonds are subject to optional, mandatory and extraordinary redemption prior to maturity as described herein.]

THIS COVER PAGE CONTAINS ONLY A SUMMARY OF INFORMATION REGARDING THE SERIES 2022 BONDS. POTENTIAL INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES HERETO, PRIOR TO MAKING AN INVESTMENT DECISION.

The Series 2022 Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of validity thereof by Bradley Arant Boult Cummings LLP, Bond Counsel to the Authority, and certain other conditions. PFM Financial Advisors LLC is serving as Financial Advisor to the Authority and the City. Certain matters will be passed upon for the Underwriters by their counsel, Gilpin Givhan, P.C., Montgomery, Alabama. It is expected that the Series 2022 Bonds in definitive form will be available for delivery through DTC on or about [_____], 2022.

STIFEL PIPER | SANDLER

Dated: _____

* Preliminary; subject to change.

AMOUNTS, MATURITIES, INTEREST RATES AND YIELDS

$73,705,000*
Lease Revenue Bonds
Series 2022

Maturity Date (February 1)	Principal Amount*	Interest Rate	Yield	CUSIP[1]
2023	$1,095,000			
2024	1,140,000			
2025	1,200,000			
2026	1,260,000			
2027	1,325,000			
2028	1,395,000			
2029	1,465,000			
2030	1,540,000			
2031	1,620,000			
2032	1,700,000			
2033	1,790,000			
2034	1,880,000			
2035	1,975,000			
2036	2,080,000			
2037	2,185,000			
2038	2,300,000			
2039	2,415,000			
2040	2,540,000			
2041	2,670,000			
2042	2,805,000			
2043	2,950,000			
2044	3,100,000			
2045	3,260,000			
2046	3,430,000			
2047	3,605,000			
2048	3,790,000			
2049	3,980,000			
2050	4,185,000			
2051	4,400,000			
2052	4,625,000			

[1] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by the CUSIP Service Bureau, operated by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the registered owners of the Series 2022 Bonds. The Authority and the Underwriter are not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness by the Authority on the Series 2022 Bonds and by the Underwriter on the Series 2022 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2022 Bonds.

* Preliminary; subject to change.

THE PUBLIC BUILDING AUTHORITY OF CITY OF HUNTSVILLE

Post Office Box 308
308 Fountain Circle
Huntsville, Alabama 35804-0308
(256) 427-5080

Board of Directors

Mark Russell
Chairman

Bob Broadway
Vice-Chairman

DeMarco McClain
Secretary/Treasurer

Financial Advisor

PFM Financial Advisors LLC
Huntsville, Alabama

Bond Counsel

Bradley Arant Boult Cummings LLP
Birmingham, Alabama

Trustee

Regions Bank
Birmingham, Alabama

Underwriters

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

Piper Sandler & Co.
Birmingham, Alabama

Counsel to Underwriters

Gilpin Givhan, PC
Montgomery, Alabama

Certain information contained in or incorporated by reference in this Official Statement has been obtained by the Authority and the City from DTC and other sources that are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information by the Underwriter or the Authority or the City. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information and nothing contained in this Official Statement is or shall be relied upon as a promise or representation by the Underwriter. This Official Statement is being used in connection with the sale of securities as referred to herein and may not be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date.

No dealer, broker, salesperson or any other person has been authorized by the Authority, the City, or the Underwriter to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than those described on the inside cover page, nor shall there be any offer to sell, solicitation of an offer to buy or sale of such securities in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the registered or beneficial owners of the Series 2022 Bonds.

Any statements made in this Official Statement, including the Appendices, involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized. This Official Statement contains certain forward-looking statements and information based on the Authority's beliefs as well as assumptions made by and information currently available to the Authority.

TABLE OF CONTENTS

INTRODUCTION 4
General 4
The Facility 4
The Lease 4
THE AUTHORITY 5
THE CITY OF HUNTSVILLE 5
THE SERIES 2022 BONDS 5
General 5
Purpose; Scheduled Debt Service 6
Registration and Transfer 6
Discontinuation of Book-Entry Only System 7
Redemption Provisions 8
PLAN OF FINANCING 9
SECURITY 9
ESTIMATED SOURCES AND USES OF PROCEEDS 10
SUMMARY OF CERTAIN PROVISIONS OF THE LEASE 11
Initial Term of Lease; Renewal Terms 11
Rental Provisions 11
Obligations of the City under the Lease 12
Operation, Maintenance, Modification and Insurance of the Facility 12
Damage to or Destruction of Facility 12
Condemnation of Facility 12
Certain Covenants of the City 13
Right of the City to Require Redemption of Series 2022 Bonds 13
Events of and Remedies on Default under the Lease 14
THE INDENTURE 14
CONTINUING DISCLOSURE 14
General 14
Prior Compliance 14
LITIGATION AND OTHER MATTERS 15
RATINGS 15
FEDERAL BANKRUPTCY ACT 16
FINANCIAL ADVISOR 16

UNDERWRITING 16
TAX MATTERS 17
General 17
Certain Collateral Federal Tax Consequences 17
Original Issue Discount 18
Original Issue Premium 18
Future Tax Legislation 18
Post-Issuance Compliance 18
Series 2022 Bonds are not Bank Qualified 19
No Mandatory Redemption due to Event of Taxability 19
LEGAL MATTERS 19
MISCELLANEOUS 19

APPENDIX A – CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE
APPENDIX B – GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE
APPENDIX C – CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE
APPENDIX D – PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY
APPENDIX E – SUMMARY OF CONTINUING DISCLOSURE AGREEMENT
APPENDIX F – BOOK-ENTRY ONLY SYSTEM
APPENDIX G – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020
APPENDIX H – FORM OF LEASE
APPENDIX I – FORM OF INDENTURE

OFFICIAL STATEMENT

$73,705,000*
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE
Lease Revenue Bonds
Series 2022

INTRODUCTION

General

The purpose of this Official Statement, including the cover page and the appendices hereto, is to set forth information in connection with the offering by The Public Building Authority of the City of Huntsville (the "Authority") of the above-referenced bonds (the "Series 2022 Bonds"), dated their date of initial delivery. The Authority is a public corporation organized and existing under and pursuant to the provisions of Chapter 56 of Title 11 of the Code of Alabama 1975, as amended (the "Act") and a resolution adopted by the governing body of the City of Huntsville, Alabama (the "City").

The Authority is issuing the Series 2022 Bonds to pay a portion of the costs to design, develop, construct, equip and install the Facility hereinafter described and to pay the costs of issuing the Series 2022 Bonds. The Series 2022 Bonds will be issued pursuant to the provisions of the Act and under a Mortgage Indenture and Deed of Trust dated the date of the Series 2022 Bonds (the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee"). The Series 2022 Bonds and any additional parity bonds hereafter issued under the Indenture ("Additional Parity Bonds") are herein from time to time together called the "Bonds." See "THE SERIES 2022 BONDS – Purpose" herein; See also "THE AUTHORITY, THE FACILITY AND THE LEASE" herein.

The Facility

The Series 2022 Bonds are being issued to pay the costs to design, develop, construct, equip and install a new city hall facility, including among other features administrative, storage and parking facilities for use by the City (the "Facility") for lease by the Authority to the City.

The Lease

The Act authorizes the City to lease the Facility from the Authority. Upon issuance of the Series 2022 Bonds, the City and the Authority will enter into a Lease Agreement dated the date of the Series 2022 Bonds (the "Lease") under which the City will lease the Facility from the Authority on a year-to-year basis. The Lease will have an initial term commencing on the date of its delivery and continuing until and including September 30, 2022. The Lease provides that the rental required to be paid and the agreements required to be performed by the City during any fiscal year of the City during which the Lease may be in effect shall be payable solely out of the current revenues of the City for such fiscal year. The financing authorized by the Act and by the proceedings under which the Series 2022 Bonds will be issued is that of a limited obligation of the City payable solely out of the revenues and receipts of the City for the fiscal year during which the Lease is in effect. The Act permits, but does not require, the City to renew the Lease at the beginning of each successive fiscal year of the City. A determination by the City not to renew the Lease for a subsequent fiscal year would result in the City being liable only for the rental required to be paid and agreements performed during the fiscal year during which the Lease was last in effect, such liability to be satisfied solely out of the revenues of the City for the last fiscal year during which the Lease was in effect. See "SECURITY – Lease Term" herein.

Prospective investors in the Series 2022 Bonds should examine the form of the Lease to be entered upon issuance of the Series 2022 Bonds. See also APPENDIX H – "FORM OF THE LEASE" hereto.

* Preliminary; subject to change.

THE AUTHORITY

The Authority is a public corporation organized and existing under and pursuant to the provisions of the Act and a resolution adopted by the governing body of the City. The Authority was organized for the purpose of constructing certain public facilities for lease by the Authority to the City. The powers of the Authority are vested in its Board of Directors, consisting of three members elected by the governing body of the City for staggered terms. Each director must be a duly qualified resident of the City, but no director may be an officer of the State of Alabama or of the City.

The following consist of the initial Board of Directors of the Authority:

Name	Title
Mark Russell	Chairman
Bob Broadway	Vice-Chairman
DeMarco McClain	Secretary/Treasurer

The Authority already owns and leases certain facilities to the City. Specifically, the Authority owns and, under a Lease Agreement between the Authority and the City dated September 1, 2007, as supplemented by a First Supplemental Lease Agreement dated October 12, 2017 (the "Public Safety Facility Lease"), leases to the City a municipal court and fire and police administration facility (the "Public Safety Facility"), and the Authority owns and, under a Lease Agreement between the Authority and the City dated March 18, 2021 (the "Amphitheater Lease"), leases to the City, a public amphitheater facility currently under construction (the "Amphitheater").

Under the Public Safety Facility Lease, the City pays the debt service on the Authority's $46,965,000 initial principal amount Lease Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), which were issued to finance and refinance the costs of the Public Safety Facility. Under the Amphitheater Lease, the City pays the debt service on the Authority's $37,000,000 initial principal amount Taxable Lease Revenue Bonds, Series 2021, of the Authority (the "Series 2021 Bonds"), which were issued to finance the costs of the Amphitheater.

The Series 2022 Bonds are not secured by, and holders thereof have no claim to any amounts or other obligations of the City whatsoever under, the Public Safety Facility Lease or the Amphitheater Lease or otherwise in connection with the Public Safety Facility, the Amphitheater, the Series 2017 Bonds, or the Series 2021 Bonds.

THE CITY OF HUNTSVILLE

For information concerning the City of Huntsville, prospective investors in the Series 2022 Bonds are encouraged to review the various appendices to this Official Statement, including without limitation APPENDIX A – "CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE", APPENDIX B – "GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE", APPENDIX C "CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE", AND APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020".

THE SERIES 2022 BONDS

General

The Series 2022 Bonds will be dated the date of their initial issuance, will bear semiannual interest payable on each August 1 and February 1, commencing August 1, 2022, at the rates set forth on the inside of the cover page hereof, and will mature on February 1 in the years and in the principal amounts set forth on said inside cover page. Interest on the Series 2022 Bonds is computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months. The Series 2022 Bonds will be issued as fully registered bonds, registerable as to both principal and interest, in the denominations of $5,000 or any integral multiple thereof. The principal of and premium (if any) on the Series 2022 Bonds will be payable at the designated corporate trust office of the Trustee in Birmingham, Alabama, and the interest on the Series 2022 Bonds will be paid by the Trustee by draft or check mailed to the registered owner as such registered owner's name shall appear on the registry books of the Trustee on the fifteenth (15th) calendar day next preceding any interest payment date. Payments of interest with respect to the Series 2022 Bonds shall be deemed timely made if made by check or draft mailed by the Trustee no later than the respective due dates of such interest.

The principal of and the interest and premium (if any) on the Series 2022 Bonds will be payable in lawful money of the United States of America.

Purpose; Scheduled Debt Service

The Series 2022 Bonds are being issued to pay a portion of the costs of the Facility and to pay costs of issuing the Series 2022 Bonds. See "PLAN OF FINANCING" herein. The scheduled debt service requirements for the Series 2022 Bonds is as follows[(1)]:

Year (February 1)	Principal[(1)*]	Interest[(1)*]	Total[(1)*]
2022	--	$1,607,804	$1,607,804
2023	$1,095,000	3,646,925	4,741,925
2024	1,140,000	3,602,000	4,742,000
2025	1,200,000	3,543,500	4,743,500
2026	1,260,000	3,482,000	4,742,000
2027	1,325,000	3,417,375	4,742,375
2028	1,395,000	3,349,375	4,744,375
2029	1,465,000	3,277,875	4,742,875
2030	1,540,000	3,202,750	4,742,750
2031	1,620,000	3,123,750	4,743,750
2032	1,700,000	3,040,750	4,740,750
2033	1,790,000	2,953,500	4,743,500
2034	1,880,000	2,861,750	4,741,750
2035	1,975,000	2,765,375	4,740,375
2036	2,080,000	2,664,000	4,744,000
2037	2,185,000	2,557,375	4,742,375
2038	2,300,000	2,445,250	4,745,250
2039	2,415,000	2,327,375	4,742,375
2040	2,540,000	2,203,500	4,743,500
2041	2,670,000	2,073,250	4,743,250
2042	2,805,000	1,936,375	4,741,375
2043	2,950,000	1,792,500	4,742,500
2044	3,100,000	1,641,250	4,741,250
2045	3,260,000	1,482,250	4,742,250
2046	3,430,000	1,315,000	4,745,000
2047	3,605,000	1,139,125	4,744,125
2048	3,790,000	954,250	4,744,250
2049	3,980,000	760,000	4,740,000
2050	4,185,000	555,875	4,740,875
2051	4,400,000	341,250	4,741,250
2052	4,625,000	115,625	4,740,625

(1) Assumes annual renewal by the City of the Lease through the final estimated maturity date of Series 2022 Bonds.

* Preliminary; subject to change.

Registration and Transfer

SO LONG AS DTC ACTS AS THE SECURITIES DEPOSITORY FOR THE SERIES 2022 BONDS ALL REFERENCES HEREIN TO "OWNER" OF "HOLDER" OF THE SERIES 2022 BONDS ARE DEEMED TO BE CEDE & CO., AS NOMINEE FOR DTC, AND NOT TO PARTICIPANTS OR BENEFICIAL OWNERS. SEE APPENDIX F - "BOOK-ENTRY ONLY SYSTEM" HERETO.

The Series 2022 Bonds shall be registered as to both principal and interest and may be transferred only on the registry books of the Trustee pertaining to the Series 2022 Bonds. No transfer of the Series 2022 Bonds shall be permitted except upon presentation and surrender of such Series 2022 Bond at the office of the Trustee with written power to transfer signed by the registered owner thereof in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Trustee. The holder of one or more of the Series 2022 Bonds may,

upon request, and upon the surrender to the Trustee of such Series 2022 Bonds, exchange such Series 2022 Bonds for Series 2022 Bonds of other authorized denominations ($5,000 principal amount or any integral multiple thereof) of the same maturity and interest rate and together aggregating the same principal amount as the Series 2022 Bonds so surrendered. Any registration, transfer and exchange of Series 2022 Bonds at the request of a holder thereof shall be without expense to such holder, except that the holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange. The holder of any Series 2022 Bond will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost or stolen or destroyed Series 2022 Bond.

The Indenture provides that interest on the Series 2022 Bonds shall be payable solely by check or draft mailed by the Trustee to the holders of the Series 2022 Bonds shown on the registry books of the Trustee pertaining to the Series 2022 Bonds on the Record Date (defined in the Indenture as the 15th calendar day next preceding an interest payment date). The Indenture makes special provision for payment of overdue interest which may be paid to a holder other than the registered holder of a Series 2022 Bond at the time such overdue interest becomes due and payable.

The Indenture provides that each holder of the Series 2022 Bonds, by receiving or accepting the Series 2022 Bonds, consents and agrees and is estopped to deny that, insofar as the Authority and the Trustee are concerned, the Series 2022 Bonds may be transferred only in accordance with the provisions of the Indenture. The Indenture also provides that each transferee of the Series 2022 Bonds takes them subject to all principal and interest payments in fact made with respect to the Series 2022 Bonds.

The Indenture provides that the trustee shall not be required to register or transfer any Series 2022 Bond during the period of 15 days next preceding any August 1 or February 1, and if any Series 2022 Bond is called for redemption, the Trustee is not required to register or transfer any such Series 2022 Bond during the period of 45 days next preceding the date fixed for its redemption.

Reference is made to the provisions of the Indenture in full for its provisions pertaining to the registration, transfer and exchange of Series 2022 Bonds and the method of payment of the principal thereof and interest thereon.

Discontinuation of Book-Entry Only System

DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Upon the giving of such notice, the book-entry only system for the Series 2022 Bonds will be discontinued unless a successor securities depository is appointed by the Authority.

In the event that the book-entry only system for the Series 2022 Bonds is discontinued, the following provisions would apply, subject to the further conditions set forth in the Indenture.

The principal of and premium, if any, on the Series 2022 Bonds will be payable when due upon their presentation and surrender at the office of the Trustee in Birmingham, Alabama. Interest payments on the Series 2022 Bonds will be made to the persons who are the registered owners by check or draft mailed to such owners at their addresses as they appear on the registration books of the Trustee.

The Series 2022 Bonds will be transferable only upon presentation to the Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney. Upon the request of the owner of any Bond, the Authority will execute and the Trustee will authenticate and deliver, upon surrender to the Trustee of such Bond and in exchange therefor, as may be requested by the person surrendering such Bond, other Series 2022 Bonds in different authorized denominations ($5,000 or any integral multiple thereof) of like tenor and together aggregating the same principal amount as the then outstanding unpaid principal amount of Bond so surrendered. The Trustee will not be required to register or transfer any Bond during the period beginning January 15 or July 15 next preceding any interest payment date with respect thereto. If any such Bond is called for redemption, the Trustee will not be required to register, transfer or exchange such Bond during the period beginning 45 days next preceding the redemption date with respect thereto.

Redemption Provisions

Optional Redemption. Those of the Series 2022 Bonds maturing or being subject to mandatory redemption on [February 1, ____], and on any date thereafter, will be subject to redemption, at the option of the Authority (which shall be evidenced by the direction of the City) or, while no default by the City exists under the Lease Agreement, at the option of City exercised on behalf of the Authority, as a whole or in part (but if in part only in installments of $5,000 or any integral multiple thereof and in such maturities as the Authority or the City, as the case may be, shall designate, and if less than all the Series 2022 Bonds of a single maturity are to be redeemed, those to be called for redemption shall be selected by the Trustee by lot) on [February 1, ____], and on any date thereafter, such redemption to be at and for a redemption price for each Series 2022 Bond redeemed equal to the par or principal amount to be redeemed plus accrued interest thereon to the redemption date.

Mandatory Redemption. Those of the Series 2022 Bonds having a stated maturity in [_____] will be subject to mandatory redemption on February 1 in the following years and in the following aggregate principal amounts at a redemption price for each such Series 2022 Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption:

Year (February 1)	Amount to be Redeemed

In the event the City or the Authority shall have caused to be partially redeemed Series 2022 Bonds or shall have provided for a partial redemption of Series 2022 Bonds in such a manner that, under the provisions of the Indenture, the Series 2022 Bonds for the redemption of which provision is made are considered as fully paid, the City, on behalf of the Authority, may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Series 2022 Bonds so redeemed or to be redeemed to the reduction of the principal amount of Series 2022 Bonds required to be redeemed pursuant to the schedule set forth immediately above on any February 1 coterminous with or subsequent to the date such optional redemption actually occurs. Such notice shall be deemed effective only if it is given prior to the Trustee having given notice of redemption contrary to the provisions of such notice pursuant to the provisions of the Indenture.

Extraordinary Redemption. The Series 2022 Bonds will be subject to redemption as a whole only at any time, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, but only in the event of the taking by eminent domain of all or substantially all the Facility or the exercise by the City of its right under the Lease to require the Authority to redeem and retire all bonds then outstanding under the Indenture, which right shall be exercisable only if (a) any part of the Facility is damaged or destroyed to such extent that, in the opinion of an independent engineer, (i) the Facility cannot reasonably be restored to the condition thereof immediately preceding such damage or destruction within a period of six (6) consecutive months, (ii) the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the sum of the net insurance proceeds referable to such damage or destruction; or (b) title to, or the temporary use of, any part of the Facility is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority and such taking or takings result (or, in the opinion of an independent engineer are likely to result) in the City being thereby prevented from using the Facility for a period of not less than six (6) consecutive months; or (c) as a result of any changes in the Constitution of the State of Alabama or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the City in good faith, the Lease becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein or unreasonable burdens or excessive liabilities are imposed on the Authority or the City.

Notice of Redemption of Series 2022 Bonds. Notice of the proposed redemption (other than mandatory redemption) of any of the Series 2022 Bonds prior to their respective stated maturities will be given, not more than 60 nor less than 30 days prior to the proposed redemption date, by registered or certified mail to the registered holders of any Series 2022 Bonds called for redemption. If on the applicable redemption date the redemption price of any Series 2022 Bond (or portion thereof) duly called for redemption is on deposit at the principal

corporate trust office of the Trustee, such Series 2022 Bond (or portion thereof) will cease to bear interest on such date.

PLAN OF FINANCING

Simultaneously with the issuance of the Series 2022 Bonds, the Authority will deposit the proceeds of the Series 2022 Bonds into a special fund or account designated by the City to be used to construct and build the Facility (the "Construction Fund"). Such proceeds will also be used to pay the costs of issuing the Series 2022 Bonds.

SECURITY

Limited Obligation. The Series 2022 Bonds will be limited obligations of the Authority payable solely from rental income derived by the Authority from the City under the Lease, except to the extent that they may be paid out of income from investments or, under certain circumstances, proceeds of insurance or condemnation awards respecting the Facility. See "THE CITY OF HUNTSVILLE" herein, and other information in this appendix respecting the City. See also APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020" for additional information respecting the City and its finances.

Lease Term. The initial term (the "Initial Term") of the Lease will expire on September 30, 2022. So long as any of the Series 2022 Bonds remain outstanding and unpaid, the City will have the option to renew the Lease for successive terms of one year, commencing on October 1 and ending on September 30 of the next succeeding calendar year, which terms of one year coincide with the fiscal year of the City (any such term being herein called a "Renewal Term"). Neither any provision of the Lease, nor any other action taken by the City in connection with the issuance and sale of the Series 2022 Bonds, obligates the City to renew the Lease for any Renewal Term after the expiration of the Initial Term, or after the expiration of any Renewal Term for which the City may have renewed the Lease, nor obligates the City to make any rental payment or perform any agreement under the Lease with respect to any fiscal year during which the Lease may be in effect except out of the revenues of the City for the same fiscal year.

Subject to the terms of the Indenture, the Authority will, for the benefit of the holders of the Series 2022 Bonds and to secure payment of the principal thereof and the interest and premium (if any) thereon, assign and pledge to the Trustee:

(i) all rents, rentals and other receipts from the Facility, and

(ii) all right, title and interest of the Authority in and to the Lease insofar as such right, title and interest pertain to (a) the obligation of the City with respect to the use, maintenance and preservation of the Facility, and (b) the right to receive and collect all rents and other payments due from the City under the Lease.

As further security for the payment of the principal of and the interest (and premium, if any) on all Bonds issued under the Indenture, the Indenture will constitute a non-foreclosable mortgage on the Facility and the equipment and furnishings forming a part thereof and on the real property on which the Facility is located and all other buildings and improvements now or hereafter constructed or situated on said real property, subject to "Permitted Encumbrances" (as that term is defined in the Indenture).

The Lease will require the City to pay rent (directly to the Trustee for the account of the Authority) during each fiscal year of the City during which the Lease shall be in effect in an amount sufficient to pay the principal of and interest on the Series 2022 Bonds that will become due during such fiscal year. During the Initial Term, and during each Renewal Term (if any) of the Lease, the obligations of the City to pay rent and to make all other payments provided for in the Lease, and to perform the other agreements on its part contained therein, shall constitute limited obligations of the City payable solely out of the current revenues of the City received during such Initial Term and such Renewal Term (if any), as the case may be.

The Series 2022 Bonds will not be general obligations of the Authority, and the covenants and representations contained in the Series 2022 Bonds and in the Indenture do not and will not constitute a liability or charge against the general credit of the Authority. The Series 2022 Bonds will not be obligations or debts of the City or any other political subdivision or instrumentality of the State of Alabama other than the Authority, and except for the obligation of the City to pay rentals in respect to the Series 2022 Bonds coming due during the

Initial Term, or during any Renewal Term for which the Lease shall be in effect, neither the City nor any such political subdivision or instrumentality, other than the Authority, shall in any manner be liable for the payment of the principal of or the interest on the Series 2022 Bonds or for the performance of the undertakings of the Authority contained in the Series 2022 Bonds or in the Indenture.

Additional Parity Bonds. The Indenture authorizes the Authority to issue additional bonds ("Additional Parity Bonds"), secured on a parity of lien with the Series 2022 Bonds and any other Bonds outstanding under the Indenture, for any purpose for which the Authority may issue its bonds under the provisions of the Act. As conditions precedent to the issuance of such Additional Parity Bonds, the Authority will be required to furnish to the Trustee, among other things:

(a) A supplemental indenture authorizing such Additional Parity Bonds and specifying the details with respect thereto;

(b) A certificate signed by the Mayor, the City Clerk or the Finance Director of the City stating that there has been no default in the payment of any amounts required to be paid under the Lease; and

(c) A supplemental lease between the Authority and the City containing the following:

(i) an agreement that such supplemental lease agreement shall be in effect for a primary term beginning on the date of its delivery and ending on the date on which the then current fiscal year of the City will end,

(ii) an agreement by the City to pay, for the current term of the Lease and for each Renewal Term, on or before the first day of each such term, additional, supplemental or changed rent in an amount sufficient to provide for the payment of the principal of and the interest on such Additional Parity Bonds becoming due during each such term, and

(iii) in the event the last maturity of such Additional Parity Bonds is subsequent to the last maturity of the Bonds then outstanding under the Indenture, provisions enabling the City to renew, at its option, the Lease for such additional consecutive one-year Renewal Terms as may be necessary to cause the last of such terms to commence on the February 1 next preceding the last maturity of such Additional Parity Bonds.

Additional Parity Bonds, irrespective of when issued, shall have the same priorities and be entitled to the same security, with respect to both the lien of the Indenture and the pledge of the rentals and other revenues of the Authority from the Facility, as the Series 2022 Bonds.

Prospective investors in the Series 2022 Bonds should examine the form of the Lease to be entered upon issuance of the Series 2022 Bonds. See also APPENDIX H – "FORM OF THE LEASE" hereto.

ESTIMATED SOURCES AND USES OF PROCEEDS

The Authority expects that the proceeds from the sale of the Series 2022 Bonds will be applied substantially as follows:

Sources
Par amount
[Plus/Less] [Net] Original Issue [Premium/Discount]
Total Sources

Uses

Construction of Facility
Costs of Issuance [1]
Total Uses

[1] Includes underwriting discount, financial advisory fee, rating agency fees, legal, trustee's, printing and other issuance costs

SUMMARY OF CERTAIN PROVISIONS OF THE LEASE

The following, in addition to certain information hereinabove contained, summarizes certain provisions of the Lease. Prospective investors in the Series 2022 Bonds should carefully examine all terms of the Lease as shown in the form of Lease attached hereto. See APPENDIX H – " FORM OF THE LEASE".

Initial Term of Lease; Renewal Terms

Contemporaneously with the issuance of the Series 2022 Bonds, the City and the Authority will enter into the Lease under which the City will agree to lease the Facility on a year-to-year basis. The Lease will have an initial term commencing on the date of its delivery and continuing until and including September 30, 2022. So long as any of the Series 2022 Bonds remain outstanding and unpaid, the City will have the option (but not be required) to renew the Lease for successive terms of one year commencing on October 1 and ending on September 30 of the next succeeding calendar year (which terms of one year coincide with the fiscal year of the City). Such option shall be deemed to have been exercised and shall be automatically exercised for a fiscal year in any of the following circumstances:

(a) if the City continues in occupancy of the Facility on the first day of such fiscal year;

(b) if, on or prior to the first day of such fiscal year, the governing body of the City shall adopt a resolution electing to exercise such option for such fiscal year; or

(c) if the City elects to pay all or any part of the Basic Rent referable to such fiscal year prior to the commencement thereof.

Neither any provision of the Lease nor any other actions taken by the City in connection with the issuance and sale of the Series 2022 Bonds will obligate the City to renew the Lease for any Renewal Term after the expiration of the Initial Term, or after the expiration of any Renewal Term.

Rental Provisions

General. The Lease requires the City to make, for each fiscal year during which the Lease shall be in effect, rental payments directly to the Trustee for the account of the Authority.

Rent for Renewal Terms. At the beginning of each Renewal Term for which the City may renew the Lease, the Lease will obligate the City to make rental payments with respect to the Series 2022 Bonds in an amount sufficient to provide for the payment of the principal of and the interest on the Series 2022 Bonds due during such Renewal Term. The rent due during each Renewal Term in respect of the Series 2022 Bonds (which rent is herein called the "Basic Rent") shall be an amount which, when added to the amount then on deposit in the Debt Service Fund from whatever source derived, but exclusive of any amount held therein for payment of matured but unpresented bonds and bonds called for redemption and not yet presented, equals:

(a) the principal (if any) that will mature with respect to the Series 2022 Bonds on the next succeeding February 1, and

(b) the interest that will mature on the next succeeding February 1 and August 1.

The Lease will require that the Basic Rent shall be paid directly to the Trustee not later than 15 days prior to each February 1 and August 1.

Other Rent Payments. As additional rental under the Lease, the City will also be obligated to pay directly to the Trustee the fees, charges, expenses and disbursements of the Trustee in connection with the performance of its duties under the Indenture.

Obligations of the City under the Lease

The Lease will provide that the obligations of the City to pay the Basic Rent, to make all other payments provided for in the Lease and to perform and observe the other agreements and covenants on its part therein contained will, during the Initial Term and any Renewal Term for which the Lease may be renewed by the City, constitute limited obligations of the City payable or otherwise dischargeable solely out of the City's current revenues for the fiscal year of the City during which the City becomes obligated to pay or discharge such obligations. The Lease will expressly provide that nothing contained therein shall be construed as imposing upon the City any obligation to pay or otherwise provide for the retirement of the Series 2022 Bonds or to renew the Lease for one or more Renewal Terms.

Operation, Maintenance, Modification and Insurance of the Facility

During the Initial Term and any Renewal Term, under the Lease the City will be solely responsible for the operation, maintenance, upkeep and insuring of the Facility. See APPENDIX H – "FORM OF THE LEASE".

Damage to or Destruction of Facility

The Lease will provide that if the Facility is damaged or destroyed, in whole or in part, the insurance proceeds, up to the amount (together with interest earnings on such amount) necessary to cause the Series 2022 Bonds to be deemed no longer outstanding under the Indenture, shall be paid to the Trustee and that if, in such event, the City is not entitled to exercise its right under the Lease to require the Authority to redeem all bonds outstanding under the Indenture (see "THE SERIES 2022 BONDS" – "Redemption Provisions" and "Extraordinary Redemption" herein), or being so entitled, does not exercise such right, the Authority will cause the property damaged or destroyed to be repaired, rebuilt or restored in accordance with the directions of the City, and the Trustee will apply all insurance proceeds referable thereto for such purposes. The Lease will not obligate the City to pay any costs of such repair, rebuilding or restoration that are in excess of the insurance proceeds available therefor. If the insurance proceeds exceed the costs of such repair, rebuilding or restoration, such excess shall be paid into the Debt Service Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

Condemnation of Facility

The Lease will require that in the event the Facility or any part thereof is taken by eminent domain proceedings, the entire condemnation award shall be paid to the Trustee. If all or substantially all the Facility is taken and the City does not exercise its right under the Lease to require the Authority to redeem all bonds outstanding under the Indenture, the Lease will terminate as of the date the condemning authority enters into possession of the Facility and the Trustee will, under the terms of the Lease and the Indenture, be required to apply the condemnation award to the earliest practicable retirement of the Series 2022 Bonds and any other bonds outstanding under the Indenture, provided that the condemnation award plus all other funds held by the Trustee in the special trust funds created under the Indenture are sufficient to provide for the retirement of all such bonds. If, however, the total of the condemnation award and the amounts on deposit in such special funds is not sufficient to provide for the retirement of all such bonds, the Trustee will apply such total funds available ratably to principal and interest then due and unpaid. In the event of such a taking of the Facility, the City will not be obligated to provide any funds that may be needed to redeem all bonds of the Authority outstanding under the Indenture. The Lease will provide that if less than all or less than substantially all of the Facility is taken and if the City is not entitled to exercise its right to require the Authority to redeem all bonds outstanding under the Indenture, or being so entitled, does not exercise such right, the Authority will restore or rearrange the Facility in accordance with the directions of the City, and the Trustee will apply the condemnation award to payment of the costs of such restoration or rearrangement. The Lease will not obligate the City to pay any costs of such restoration or rearrangement that are in excess of the condemnation award. If the condemnation award exceeds the costs of such restoration or rearrangement, such excess shall be paid into the Debt Service Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

Certain Covenants of the City

General. The City will agree in the Lease (i) that it will not do or permit anything to be done in or about the Facility that will impair or contravene any policies of insurance carried on the Facility against loss or damage, and (ii) that it will, in the use of the Facility, comply with all applicable lawful requirements of all governmental bodies.

Indemnification of Authority. The City will agree in the Lease to indemnify the Authority against loss or damage caused or resulting from any defect in the Facility, and it will further agree to insure any liability for which it shall be obligated to indemnify the Authority; provided, that the City will have no indemnity liability under the Lease unless such liability is fixed during a period in which the Lease is in effect and then only out of current revenues.

Inspection of Facility. The City will agree in the Lease to permit the Authority, the Trustee and their duly authorized agents to inspect the Facility at all reasonable times.

Covenant Not to Acquire, Use or Construct New Facilities Useful for the Purposes for which the Facility is to Be Used. In the Lease, the City will covenant that during any period in which the Series 2022 Bonds are outstanding and the City has not renewed the term of the Lease, the City will not construct any new facilities, or lease any new space, in any building, structure or other facility in or about the City for the same purpose for which the Facility was leased except pursuant to a supplemental Lease Agreement entered into between the City and the Authority pursuant to the provisions of the Indenture. The City currently owns and operates, and leases space within, other facilities in the City in which city hall operations (including, without limitation, headquarter facilities for the operations of Huntsville Utilities and other facilities for the conduct of business and operations of the City) are conducted and, in the future, will be conducted. Anything in the foregoing to the contrary notwithstanding, the City reserves the right to continue the conduct of such business and operations in such other facilities without regard to the Lease, the Indenture, or the Series 2022 Bonds.

Right of the City to Require Redemption of Series 2022 Bonds

The Lease gives the City the right to require the redemption of the Series 2022 Bonds and any other bonds outstanding under the Indenture if any of the following events shall have occurred:

(a) The Facility or any part thereof is damaged or destroyed to such extent that, in the opinion of an independent engineer expressed in a written certificate (such certificate to be filed with the Authority and the Trustee), the property so damaged or destroyed cannot reasonably be restored within a period of six (6) consecutive months to the condition thereof immediately preceding the event causing such damage or destruction, or the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than six (6) consecutive months, or the cost of restoring the property so damaged or destroyed would exceed the net proceeds of insurance referable to such damage or destruction;

(b) Under the exercise of the power of eminent domain by any governmental authority, (i) title to all or substantially all the Facility is taken, or (ii) the temporary use of all or a part of the Facility or title to part of the Facility is taken, and such taking or takings result (or, in the opinion of an independent engineer expressed in a certificate to be filed with the Authority and the Trustee, are likely to result) in the City being thereby prevented from using the Facility for a period of not less than six (6) consecutive months; or

(c) As a result of any changes in the Constitution of Alabama or the Constitution of the United States of America or as a result of legislative or administrative action (whether state or Federal) or by final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the City in good faith, the Lease shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties or unreasonable burdens or excessive liabilities shall have been imposed on the Authority or the City.

In order to exercise the right to require the Authority to redeem all bonds outstanding under the Indenture, the City will be required to pay to the Authority an amount which, when added to the total of the amounts then on deposit in the special trust funds created under the Indenture plus the amount of any insurance proceeds or condemnation award

in the hands of the Trustee and referable to any damage, destruction or condemnation authorizing the exercise of such right, will be sufficient to pay and redeem (under the extraordinary redemption provisions pertaining to the Series 2022 Bonds and any Additional Parity Bonds hereafter issued) all such outstanding bonds, including, without limitation, principal, premium (if any), accrued interest, expenses of redemption and the Trustee's fees.

Events of and Remedies on Default under the Lease

Under the Lease, default shall mean any one or more of the following events:

(a) Failure by the City to pay the Basic Rent applicable to the Initial Term or any Renewal Term or appropriate funds required to comply with the Lease which failure shall result in moneys on deposit in the Debt Service Fund being insufficient to pay the principal of and interest on the Series 2022 Bonds as the same shall respectively become due and payable;

(b) Failure by the City to observe and perform any covenant or agreement, other than those referred to in clause (a) above, which failure shall have continued for a period of sixty (60) days after written notice, specifying such failure and requiring it to be remedied, has been given the City by the Authority or the Trustee unless (i) the Authority and the Trustee shall agree to an extension of such period prior to its expiration, or (ii) during such period the City shall have commenced and be diligently pursuing action to remedy such failure, or (iii) the City is prevented by *force majeure* (as defined in the Lease) from remedying such failure; or

(c) Failure of the City to appropriate any amounts due under the Lease for any annual term then in effect.

Whenever any event of default shall have happened and be continuing, the Authority and the Trustee (or the Trustee on behalf of the Authority) may take whatever actions at law or in equity may appear necessary or desirable to collect the rent then due, or to enforce any obligation, covenant or agreement of the City under the Lease.

THE INDENTURE

Prospective investors in the Series 2022 Bonds should carefully examine all terms of the Indenture. See APPENDIX I – "FORM OF THE INDENTURE" hereto.

CONTINUING DISCLOSURE

General

The City will be deemed an "Obligated Person" respecting the Series 2022 Bonds for purposes of the Rule (defined below). Contemporaneously with issuance of the Series 2022 Bonds, the City will enter into a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2022 Bonds wherein the City will agree to provide annually certain financial information and operating data relating to the City (the "Annual Report") through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB).

The specific nature of the information to be contained in the Annual Report or the event notices and the other provisions of the Continuing Disclosure Agreement are summarized in Appendix E – "SUMMARY OF CONTINUING DISCLOSURE AGREEMENT" hereto.

Prior Compliance

The City has entered continuing disclosure agreements for various series of obligations of the City and other obligations for which the City is an obligated person for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission of the United States of America (collectively, the "Prior Undertakings"). In these Prior Undertakings, the City agreed to provide, annually, its audited financial statements and certain financial and operating data relating to the City, and to provide notices of the occurrence of certain events specified therein. During the preceding five years, the City failed to comply with the provisions of the Prior Undertakings, as follows:

During the last five years, the City failed to file its audited financial statements for each of the fiscal years ended September 30, 2016, September 30, 2017, and September 30, 2019 on or before the due dates therefor as provided in the Prior Undertakings, and also did not timely post certain financial information and operating data for each of the fiscal years ended September 30, 2016 through and including September 30, 2019, on or before the due dates therefor as provided in the Prior Undertakings. In addition, the City failed to file certain fiscal year 2016 through 2020 financial information and operating data tables as required in the Prior Undertakings.

The City further failed to properly link its audited financial statements for its fiscal years ended September 30, 2017 and September 30, 2018 to certain CUSIPS included in the Prior Undertakings.

During the last five years the City did not timely file a notice of its failure to file the items described in the preceding paragraphs as required under the Prior Undertakings.

Finally, the City failed to timely file notice of the issuance of a financial obligation in the form of an up to $2.0 million Taxable Limited Obligation TIF Warrant, TIF5 – Series 2020-A, dated April 17, 2020, and of the issuance of a financial obligation in the form of an up to $6.0 million Taxable Limited Obligation TIF Revenue Warrant, TIF-5 – Series 2021-A, dated June 3, 2021.

LITIGATION AND OTHER MATTERS

There is no litigation pending or, to the knowledge of the Authority, threatened, contesting the validity of the Series 2022 Bonds or relating to the organization of the Authority, the right of the Authority to construct or finance the Facility, the incumbency of any of the Authority's officers, or the issuance or sale of the Series 2022 Bonds. Simultaneously with the delivery of the Series 2022 Bonds, the Authority will deliver a certificate to the effect that no such litigation is pending or, to the knowledge of the Authority, threatened.

AUDITED FINANCIAL STATEMENTS OF THE CITY

The financial statements of the City described in the following paragraph are included as an appendix to this Official Statement solely to provide financial information concerning such current revenues of the City for the period described below.

The City's financial statements as of and for the fiscal year of the City ended September 30, 2020, included as APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020" to this Official Statement, have been audited by Warren Averett, LLC, Certified Public Accountants, Huntsville, Alabama, as stated in its report dated March 25, 2021, and attached to such financial statements.

Warren Averett, LLC, has not been engaged to perform and has not performed, since the date of its report described above, any procedures on the financial statements addressed in its report and included in this Official Statement. Warren Averett, LLC, also has not performed any procedures relating to this Official Statement.

The City recently conducted a request for proposals (the "RFP") respecting auditing services for the City. As a result of that process, the City has determined to engage Mauldin & Jenkins, CPAs and Advisors, to audit the financial statements of the City (other than financial statements respecting operations of Huntsville Utilities, which were not part of the RFP) commencing with the fiscal year ending September 30, 2021.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P") have assigned underlying ratings of "Aa1" and "AA+", respectively, to the Series 2022 Bonds. Such credit ratings reflect only the view of such credit rating agencies, and an explanation of the significance of such credit ratings may be obtained only from the credit rating agencies furnishing the same. There is no assurance that either such credit rating will remain in effect for any given period of time or that either may not be lowered or withdrawn entirely if, in the judgment of the credit rating agency in question, circumstances should warrant such action. Any such downward revision or withdrawal of any credit rating assigned to the Series 2022 Bonds may have an adverse effect on the market price of the Series 2022 Bonds.

FEDERAL BANKRUPTCY ACT

Under certain conditions, title 11 of the United States Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code"), permits a municipality to file a petition for relief in federal bankruptcy court to adjust debts under Chapter 9 of the Bankruptcy Code. Debt adjustment may include restructuring, reduction or other impairment of debt, subject to various conditions and limitations set forth in the Bankruptcy Code. Section 101 of the Bankruptcy Code defines "municipality" to mean a political subdivision, public agency or instrumentality of a State. To be eligible to file a Chapter 9 bankruptcy petition under section 109 of the Bankruptcy Code, a municipality must be "specifically authorized, in its capacity as a municipality or by name, to be a debtor under [Chapter 9], or by a governmental officer or organization empowered by State law to authorize such entity to be a debtor under [Chapter 9]." Section 109 of the Bankruptcy Code imposes additional requirements for a municipality to be eligible to file bankruptcy. Without limitation, the municipality must (a) be insolvent (either unable to pay debts as they come due or generally not paying debts as they come due); (b) desire to effect a debt adjustment plan; and (c) meet certain requirements regarding negotiations with creditors (or certain exceptions to such requirements). Alabama law authorizes municipalities, counties and certain public authorities to file petitions under the Bankruptcy Code. However, there is no legislation currently in effect in Alabama authorizing corporations formed under the Act to file such petitions for relief. Such legislation authorizing public building authorities formed under the Act to file petitions for relief under the Bankruptcy Code may well be enacted by the Legislature of Alabama in the future. The other conditions to eligibility are fact-specific to the time of filing the petition.

Section 922(d) of Chapter 9 of the Bankruptcy Code provides that a bankruptcy petition does not operate as a stay of "application of pledged special revenues" to the payment of indebtedness secured by such revenues in a manner consistent with other provisions of the Bankruptcy Code. Without limitation, Section 928 of the Bankruptcy Code provides that special revenues acquired by the debtor after commencement of a chapter 9 case remain subject to any lien resulting from any security agreement entered into by the debtor before commencement of the case, but further provides that any such lien on special revenues (other than municipal betterment assessments) derived from a project or system shall be subject to "the necessary operating expenses of such project or system." It is not clear whether the pledge of the rentals derived from the Lease made by the Authority for the benefit of the Series 2022 Bonds would constitute "special revenues" as that term is defined in Section 902(2) of the Bankruptcy Code. Moreover, the phrase "application of pledged special revenues" has given rise to arguments that the provisions of Section 922(d) apply only to funds in possession and control of the debtholders, or their trustee. Therefore, it is uncertain whether or not the filing of a Chapter 9 petition would affect application of such rentals for the payment of principal and interest on the Series 2022 Bonds. Similarly, it is uncertain whether Section 928 of the Bankruptcy Code would control the claims of holders of the Series 2022 Bonds with respect to such rentals.

The approving legal opinion of Bond Counsel will contain the customary reservation that the rights of the holders of the Series 2022 Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases. See the proposed form of approving legal opinion set forth in APPENDIX D – "PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY".

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Huntsville, Alabama (the "Financial Advisor") is serving as financial advisor to the Authority and the City in connection with the issuance of the Series 2022 Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2022 Bonds, and provided other advice to the Authority and the City. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2022 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the City to provide continuing secondary market disclosure.

UNDERWRITING

The Series 2022 Bonds are being purchased by the Underwriters shown on the cover page of this Official Statement (the "Underwriters") at a purchase price of $[_____] (which price reflects the original principal amount of the Series 2022 Bonds, [plus/less] [net] original issue [premium/discount] of [$_____], less an

underwriting discount of $[_____]). The Series 2022 Bonds may be sold and offered to certain dealers (including dealers depositing such bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed from time to time by the said purchaser.

Stifel, Nicolaus & Company, Incorporated ("Stifel"), as one of the underwriters of the Series 2022 Bonds, has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining- Sparks may purchase Series 2022 Bonds from Stifel at the original issue price less a negotiated portion of the selling concession applicable to any Series 2022 Bonds that Vining-Sparks sells.

Piper Sandler & Co. has entered into a Distribution Agreement (the "Piper Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co.") for the retail distribution of certain securities offerings including the Series 2022 Bonds at the original issue prices. Pursuant to the Piper Distribution Agreement, CS&Co. will purchase Series 2022 Bonds from Piper Sandler & Co. at the original issue price less a negotiated portion of the selling concession applicable to any Series 2022 Bonds that CS&Co. sells.

TAX MATTERS

General

In the opinion of Bond Counsel to the Authority, under the Internal Revenue Code of 1986, as amended (the "Code"), as presently construed and administered, and assuming compliance by the Authority with its covenants pertaining to certain requirements of federal tax law that are described herein and set forth in the Indenture and in the Tax Compliance Agreement and Certificate executed by the Authority in connection with the issuance of the Series 2022 Bonds, the interest on the Series 2022 Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Series 2022 Bonds will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code.

Bond Counsel to the Authority expresses no opinion regarding any other federal or any state tax consequences with respect to the Series 2022 Bonds. Bond Counsel to the Authority renders its opinion under existing statutes and court decisions as of the issue date and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel to the Authority expresses no opinion on the effect of any action taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Bond Counsel to the Authority is also of the opinion that interest on the Series 2022 Bonds is exempt from present state income taxation under the laws of the State of Alabama as enacted and construed on the date of issuance of the Series 2022 Bonds.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2022 Bonds. It does not purport to deal with all aspects of federal taxation that may be relevant to a particular owner of a Series 2022 Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2022 Bonds.

Prospective owners of the Series 2022 Bonds should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is not included in gross income for federal income tax purposes. Interest on the Series 2022 Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Original Issue Discount

[The initial public offering price to be paid for certain of the Series 2022 Bonds (the "Original Issue Discount Bonds") is less than the principal amount thereof. Under existing law, the difference between (i) the amount payable at the maturity of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond, constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Series 2022 Bonds. Such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary date of the Series 2022 Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other taxable disposition thereof. The amount (if any) to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods (if any) multiplied by the yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Series 2022 Bonds.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Discount Bonds.]

Original Issue Premium

[The initial public offering price to be paid for certain of the Series 2022 Bonds (the "Original Issue Premium Bonds") is greater than the principal amount thereof. Under existing law, any owner who has purchased an Original Issue Premium Bond in the initial public offering of the Series 2022 Bonds is required to reduce his basis in such Original Issue Premium Bond by the amount of premium allocable to periods during which he holds such Original Issue Premium Bond, and the amount of premium allocable to each accrual period will be applied to reduce the amount of interest received by the owner during each such period. All owners of Original Issue Premium Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Premium Bond and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Premium Bond.]

Future Tax Legislation

There can be no assurance that additional legislation will not be introduced or enacted after issuance and delivery of the Series 2022 Bonds so as to cause interest on the Series 2022 Bonds to be or become included in gross income for purposes of federal income taxation or to impose additional requirements as a condition to the exclusion of such interest from gross income, nor that the introduction or enactment of any such legislation will not adversely affect the marketability of the Series 2022 Bonds.

Post-Issuance Compliance

The tax-exempt status of the Series 2022 Bonds could be affected by post-issuance events. Various requirements of the Code must be observed or satisfied after the issuance of the Series 2022 Bonds in order for such

interest to remain excludable from gross income of the holders thereof. These requirements include restrictions on use of the proceeds of the Series 2022 Bonds, use of the facilities financed by the Series 2022 Bonds, investment of proceeds of the Series 2022 Bonds, and the rebate of so-called excess arbitrage earnings. The Authority is primarily responsible for such compliance, and a failure to comply could result in the inclusion of interest on the Series 2022 Bonds in gross income retroactive to the date of issuance of the Series 2022 Bonds.

Likewise, the Internal Revenue Service (the "IRS") conducts an audit program to examine compliance with the requirements applicable to tax-exempt obligations. If the Series 2022 Bonds become the subject of an audit, under current IRS procedures, the Authority would be treated as the taxpayer in the initial stages of the audit, and the owners of the Series 2022 Bonds would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2022 Bonds could adversely affect the market value and liquidity of the Series 2022 Bonds, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2022 Bonds do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2022 Bonds.

Series 2022 Bonds are not Bank Qualified

The Series 2022 Bonds have not been designated as "qualified tax-exempt obligations" under Section 265 of the Code.

No Mandatory Redemption due to Event of Taxability

The Indenture does not provide for mandatory redemption of the Series 2022 Bonds or payment of any additional interest or penalty if a determination is made that the Series 2022 Bonds do not comply with the existing requirements of the Code or if a subsequent change in law adversely affects the tax-exempt status of the Series 2022 Bonds or the economic benefit of investing in the Series 2022 Bonds.

LEGAL MATTERS

The legality and validity of the Series 2022 Bonds will be approved by Bradley Arant Boult Cummings LLP, Bond Counsel to the Authority, whose approving opinion will be in substantially the form attached hereto as Appendix D – "PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY". Bond Counsel's participation in connection with the issuance of the Series 2022 Bonds is limited to the preparation of certain legal documents and supporting certificates, to a review of the transcript of proceedings by which the Series 2022 Bonds have been authorized to be issued and to the issuance of an approving opinion in substantially the form set forth in Appendix D hereto.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of such statements will be realized.

References herein to legislative acts are intended to be only brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof.

The execution and delivery of this Official Statement on behalf of the Authority and the distribution and use thereof by the Underwriter for the purpose of making a public offering of the Series 2022 Bonds have been duly authorized by the Authority.

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE

By: /s/ Mark Russell
Chairman of its Board of Directors

APPENDIX A
CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE

APPENDIX A
CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE

General Information

The City of Huntsville (the "City"), the county seat of Madison County (the "County"), was incorporated in 1811 and is one of the oldest incorporated municipalities in the State of Alabama (the "State"). Centrally situated in the Tennessee River Valley of north Alabama (the Tennessee River being the southern boundary of Madison County), the City is located approximately 95 miles north of Birmingham, approximately 103 miles south of Nashville, Tennessee, and approximately 180 miles northwest of Atlanta, Georgia.

The City is the central economic base of the State's second largest Metropolitan Statistical Area ("MSA") and is the economic engine for the Northern Alabama and Southern Tennessee region. The eight counties adjoining Huntsville/Madison County form a thriving regional market.

Initially, the City prospered as a commercial center in an agricultural area and grew from the manufacture of cotton goods, flour, shoes, lumber, pumps and other products. During World War II, the construction of two arsenals -- Huntsville and Redstone -- gave the City new military and strategic importance as a principal manufacturing site of chemical artillery shells and explosives. Although arsenal activities were sharply curtailed during the immediate postwar period, in 1950 the U.S. Army transferred its missile experts, including the late Dr. Werner Von Braun and a team of German rocket scientists, to the City.

Following the successful launching of a Jupiter C missile in 1958, the U.S. Army's missile program and the Marshall Space Flight Center for the newly-created National Aeronautics and Space Administration were located in the City. As a result, the City experienced a rapid influx of population during the decades of the 1950's and 1960's. Beginning in the mid -1960s, cutbacks in the space program slowed growth in Huntsville. However, the 1980 Census showed that the City maintained strong economic indicators and a youthful, well-educated labor force. As the City's economy began to diversify in the 1980's, recovery was swift.

Since the space race of the 1960's, Huntsville has well over doubled in population and quadrupled in square miles. The past three decades have seen significant growth in population increasing by more than 95,000 residents. The City's population grew by approximately 9.7% between 1980 and 1990. During this same time, the Huntsville MSA grew by approximately 20.6%, reflecting additional growth in the immediate vicinity of the City. According to the 2000 Census, the City's population was 156,216 and the Huntsville MSA (Madison County and Limestone County) was 343,798, indicating a 10.4% increase in growth within and around Huntsville during this time. According to the 2010 Census, the City's population was 180,105 and the Huntsville MSA was 419,431, indicating a 20.1% increase in growth from 2000 to 2010. Based on the 2020 U.S. Census Bureau estimates, Huntsville is now the most populous city in Alabama. The total population for the City of Huntsville as of August 12, 2021 was 215,006, which is an increase of 19.4% from the 2010 Census total of 180,105. The Huntsville MSA was 491,723 according to the 2020 Census Bureau estimates which ranks it second behind the Birmingham MSA. Since 2000, Huntsville has added 58,790 people.

Population Characteristics.

Income, education, and employment levels are all substantially higher in Huntsville than in the state of Alabama and compare favorably to national and regional indices. The Huntsville economy is one of the strongest economies in the Southeast, marked by low unemployment, steady job growth, and income levels that regularly lead the region. Huntsville compares favorably in numerous categories to some of the leading cities in the Southeast and Southwest United States. The local unemployment rate continues to remain below state and national figures. A growing employment rate, while the population is growing, is a positive sign for local business conditions. The median family income of Huntsville residents still exceeds national and state figures.

Annual Unemployment Rate

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	7.0%	3.4%	3.3%	3.2%	3.0%	2.7%	6.2
Charlotte, NC	11.7	5.4	4.8	4.3	3.8	3.5	7.3
Durham, NC	8.1	4.9	4.5	4.0	3.5	3.3	6.1
Huntsville, AL	**8.6**	**5.5**	**5.2**	**4.0**	**3.5**	**2.6**	**4.6**
Raleigh, NC	8.6	4.8	4.4	4.0	3.5	3.4	6.4
State of Alabama	10.5	6.1	5.9	4.6	3.9	3.0	5.9
United States	9.6	5.3	4.9	4.4	3.9	3.7	8.1

Source: Bureau of Labor Statistics, Local Area Unemployment Statistics as of April 16, 2021

Total Employment

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	785,600	963,300	1,000,900	1,034,900	1,075,600	1,118,000	1,086,100
Charlotte, NC	954,200	1,111,900	1,150,000	1,179,800	1,208,100	1,238,200	1,190,700
Durham, NC	270,700	301,800	310,100	315,300	321,300	328,400	315,400
Huntsville, AL	**210,000**	**222,400**	**227,700**	**232,700**	**238,700**	**245,200**	**240,900**
Raleigh, NC	500,100	576,300	595,600	612,400	630,200	645,900	624,100
State of Alabama	1,890,300	1,971,200	1,997,000	2,018,700	2,044,800	2,074,800	1,986,100
United States	130,362,000	141,825,000	144,336,000	146,608,000	148,908,000	150,905,000	142,185,000

Source: Bureau of Labor Statistics, Current Employment Statistics, Total Nonfarm Employment (place of work), not seasonally adjusted, as of April 28, 2021

Effective Buying Income

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$42,416	$52,519	$56,163	$56,849	$63,191	$65,950	69,001
Charlotte, NC	43,190	44,772	45,353	47,143	49,3979	55,207	56,503
Durham, NC	39,488	44,374	46,092	45,477	49,272	50,933	55,588
Huntsville, AL	**39,012**	**49,455**	**48,821**	**50,569**	**52,968**	**54,391**	**56,279**
Raleigh, NC	43,455	50,655	52,141	53,352	57,962	63,501	66,090
State of Alabama	34,387	39,074	39,749	40,466	42,756	43,671	45,649
United States	43,252	45,448	46,738	48,043	50,735	52,133	55,303

Source: Nielson/Claritas Survey of Buying Power/Median Household Effective Buying Income

Mean Annual Wage

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$46,130	$49,560	$50,830	51,840	53,810	55,190	57,830
Charlotte, NC	44,630	48,370	49,600	50,150	51,000	52,150	55,330
Durham, NC	53,220	56,980	57,850	59,340	59,940	61,220	64,430
Huntsville, AL	**48,080**	**52,620**	**52,960**	**53,600**	**55,630**	**55,980**	**58,730**
Raleigh, NC	44,810	48,590	50,410	51,390	52,580	54,850	56,720
State of Alabama	38,590	41,920	42,510	43,170	44,790	44,930	46,840
United States	44,410	48,320	49,630	50,620	51,960	53,490	56,310

Source: Bureau of Labor Statistics, May 2020 Occupational Employment Statistics released on March 31, 2021.

Per Capita Personal Income by Metropolitan Area

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$32,862	$52,657	$53,419	$57,183	$60,764	$62,460	$64,913
Charlotte, NC	30,996	46,759	48,074	50,312	52,232	54,086	56,682
Durham, NC	31,215	47,508	48,999	50,889	52,243	54,408	56,703
Huntsville, AL	**28,672**	**45,388**	**46,592**	**48,017**	**50,044**	**52,208**	**55,126**
Raleigh, NC	34,450	50,309	51,412	52,735	56,139	58,147	60,884
State of Alabama	33,696	38,030	39,231	40,973	42,240	44,145	46,479
United States	40,278	48,112	49,571	51,910	54,098	56,047	59,510

Source: Bureau of Economic Analysis, Table SA1-3 and CA1-3 Personal Income Summary, last updated November 16, 2021.

The U.S. Department of Housing and Urban Development estimates that the median family income of families in the United States for 2021 is $79,900, for families in Alabama is $66,700, and for families in the Huntsville MSA is $82,900.

Professional & Business Service Employment

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	113,100	162,600	171,000	177,600	187,700	198,000	199,300
Charlotte, NC	145,700	188,800	197,900	203,500	206,700	212,700	207,700
Durham, NC	35,300	39,200	41,700	42,700	44,800	45,500	46,100
Huntsville, AL	**49,200**	**52,000**	**54,300**	**55,500**	**57,400**	**60,000**	**60,800**
Raleigh, NC	85,700	109,900	112,500	115,500	120,200	124,100	125,400
Alabama	209,500	229,100	233,600	239,100	245,100	251,100	242,000
United States	16,728,000	19,695,000	20,114,000	20,508,000	20,950,000	21,274,000	20,246,000

Source: Bureau of Labor Statistics, Current Employment Statistics as of January 2021

Population Characteristics

According to the 2010 Federal Decennial Census 2019 population estimates, the City is both the largest municipality in Madison County and the second largest municipality in the State, surpassing the City of Mobile in 2016 and the City of Montgomery in 2018. Madison County is the third largest county in the State as well. The following table depicts the history of population growth in Madison County, the City of Huntsville, and the Huntsville MSA since 1980. The Huntsville Metro area includes Madison, Limestone and Morgan Counties.

Population Growth

Census	Madison County	City of Huntsville	Huntsville Metro Area (MSA)
1980	196,966	145,604	242,971
1990	238,912	159,789	293,047
2000	276,700	156,216	343,798
2010	336,138	180,924	419,279
2011*	340,111	182,354	425,480
2012*	343,080	183,463	429,876
2013*	346,892	185,662	435,275
2014*	350,299	187,506	440,212
2015*	353,089	189,975	444,373
2016*	356,967	191,956	449,232
2017*	361,046	194,585	455,448
2018*	367,004	198,125	455,448
2019*	372,909	200,574	466,377
2020*	388,153	215,006*	491,723

* U.S. Census Bureau estimates
Source: U.S. Census Bureau (www.census.gov) as of August 12, 2021

Major Economic Activity

Huntsville has experienced a rapid population rise in the last two decades. With multiple established economic cornerstones in our community like Redstone Arsenal, Huntsville Hospital, and NASA Marshall Space Flight Center, the City remains poised to continue strong growth in all economic sectors. The growth brings financial stimulus and added revenues as well as increased need for public services provided by the City. However, within the opportunities and challenges, the City has seen financial stability through sound fiscal policy, conservative fiscal practices and strong economic activities.

The City not only brought industry, federal funding and commercial employers to the area, but worked to raise the standard quality of life. Recreation and transportation projects which attracted people to live in the City, were prioritized, which caused population expansion in the area, increasing revenue and creating energy that drives economic expansion.

Economic Diversification. Federally funded space and defense programs have a significant impact on the Huntsville region. However, economic analysts for local organizations such as the Huntsville/Madison County Chamber of Commerce and the Alabama State Employment Service point to the increasing shares of trade and services employment as indications that the economy has become more diversified. In addition, the education and technical skills associated with the space and defense programs in the region have been applied in the private sector, as evidenced by the success of numerous high-technology firms that originated in Huntsville. Such firms include: Sanmina/SCI Systems, a Fortune 500 computer manufacturer established in Huntsville in 1961; Intergraph Corporation, a computer graphics firm established in Huntsville in 1969; Nichols Research Corporation, a diversified computer services firm established in 1976 which later merged with Computer Sciences Corporation in 1999; ADTRAN, Inc., a telecommunications firm founded in 1985; Avocent, a leading provider of KVM switching and remote access devices which was acquired in 2010 by Emerson; Dynetics, an information technology company providing services to the U.S. Government and others since 1974, headquartered in Huntsville; Digium, Inc., established in 1999 and headquartered in Huntsville, which created, owns and is the innovative force behind Asterisk, the most widely used open-source telephony software in the world; Nektar Therapeutics, with headquarters in San Francisco and locations in Huntsville and India, a clinical-stage biopharmaceutical company developing a pipeline of drug candidates that utilize its PEGylation and polymer conjugate technology platforms, which are designed to improve the benefits of drugs for patients; and DIATHERIX Laboratories, Inc., headquartered in Huntsville, which provides clinical laboratory services on a multiplexing platform for the detection of infectious diseases.

HudsonAlpha Institute for Biotechnology is a nonprofit institute dedicated to innovating in the field of genomic technology and sciences across a spectrum of biological problems. HudsonAlpha has a four-fold mission of conducting genomics-based research to improve human health and well-being; implementing genomic medicine, sparking economic development; and providing educational outreach to nurture the next generation of biotech researchers and entrepreneurs, as well as to create a biotech literate public. Since opening in 2008, HudsonAlpha, under the leadership of Dr. Richard M. Myers —a key collaborator on the Human Genome Project — has built a name for itself in genetics and genomics research and biotech education.

HudsonAlpha's 270,000 square-foot facility is the cornerstone of the 152-acre Cummings Research Park Biotechnology Campus. Currently, 35 biotechnology businesses reside within the nonprofit institute on the campus and together these organizations employ over 700 individuals. This synergistic cluster of life sciences talent promises collaborative innovation to turn knowledge and ideas into commercial products and services for improving human life and strengthening Alabama's progressively diverse economy. The biotech campus currently features three other facilities: the Jackson Center, a full-service conference facility, 701 McMillian Way, which provides an additional 88,000 square feet of lab and office space, and the Paul Propst Center, totaling more than 100,000 square feet and houses the institute's growing education and research programs and its growing biotech companies. McMillian Park, the central green space connecting current facilities and future growth, boasts intertwining walkways that create a double-helix — the structure of DNA and the path to understanding living organisms. Two water features and hundreds of plantings are also contained in the park.

Since the world first learned of a new coronavirus infection, HudsonAlpha Institute for Biotechnology Faculty Investigators and Associate Companies that call the biotech campus home have pivoted some of their efforts to battle COVID-19. At the outset of the COVID-19 pandemic, companies residing on HudsonAlpha's biotech campus increased laboratory testing capacity and launched point-of-care testing diagnostics and are working tirelessly to produce neutralizing monoclonal antibodies to treat COVID-19 disease symptoms by blocking its viral entry into our cells. Through a project led by the Centers for Disease Control and Prevention, HudsonAlpha is also sequencing the viral genome from people who have been affected by the disease in an effort to monitor the spread and mutation

of the virus. Projects studying the transmission of the virus through the air in enclosed areas, and the detection of dead viral particles in wastewater to monitor pending outbreaks in a community are among some of the environmental monitoring projects ongoing on HudsonAlpha's campus.

In May of 2021 an expansion was announced which will consist of two facilities: the global headquarters for Discovery Life Sciences, and new state-of-the-art laboratory and greenhouse space for HudsonAlpha's Center for Plant Science and Sustainable Agriculture. DLS is an international market leader in biospecimen analysis, procurement, and distribution for the pharmaceutical, biotechnology, and diagnostics industries. This global headquarters will consist of 90,000 square feet and house DLS's research and development, laboratory and business operations. The Center for Plant Science and Sustainable Agriculture will add 13,000 square feet of lab and greenhouse space and will be able to propagate and grow research plants here to improve existing crops and develop new uses for plants.

The following table depicts some of the major industrial job growth for previously announced new and expanding companies in Huntsville/Madison County for the period 2005 to 2020. It is interesting to note the continued diversification of the local employment base and that only four of the largest announced developments from 2005-2020 were by federal contractors.

Announced New and Expanding Industry

Year	Total New Jobs	Total New Investment	Largest Single Development
2005	7,017	685,849,435	Hudson-Alpha Inst. Biotech.
2006	3,188	175,350,000	Verizon Wireless
2007	4,181	115,860,000	International Diesel of AL
2008	3,811	96,093,846	BASF Catalysts
2009	2,027	219,290,000	Toyota Motor Manuf. of AL
2010	2,901	152,886,089	Raytheon Company
2011	1,956	133,428,000	Boeing Company
2012	1,189	231,077,749	Toyota Motor Manuf. of AL.
2013	1,603	266,545,020	Toyota Motor Manuf. of AL
2014	3,423	323,067,000	Toyota Motor Manuf. of AL
2015	3,546	413,094,000	GE Aviation
2016	2,000	259,201,083	Boeing Company
2017	2,554	600,579,820	Blue Origin
2018	4,666	2,582,293,941	Mazda Toyota Manuf. USA
2019	450	1,829,875,000	Toyota Motor Manuf. of AL
2020	852	1,009,422,692	Mazda Toyota Manuf. USA
2021	1,297	345,740,380	Amazon

Source: Huntsville Chamber of Commerce/Economic Development/New & Expanding Industry

High Technology/Industrial Activity. Research and industrial parks are the center of much of the high-technology and manufacturing activity within or near the city of Huntsville. Those parks include Cummings Research Park ("CRP"), Chase Industrial Park, Jetplex Industrial Park (on Airport property), Lowe Industrial Park, Chelsea Industrial Park, Thornton Research Park, Gateway Research Park, North Huntsville Industrial Park, SouthPoint Industrial Park and Triana Industrial Park. The 3,800-acre Cummings Research Park is the second largest research park in the country and the fourth largest in the world. It is one of the world's leading science and technology business parks, with a mixture of Fortune 500 companies, local and international high-tech enterprises, U.S. space and defense agencies, thriving business incubators and competitive higher-education institutions. CRP is the home of more than 300 companies, more than 26,000 employees and 13,500 students. This collection of technical expertise gives the Huntsville community the highest concentration of engineers in the country and is vital to supporting major Department of Defense and NASA contract programs and commercial technology applications. The University of Alabama in Huntsville is also located in the park and is annually ranked among the highest technology research universities in the U.S. The unique synergy of academia, government and industry working together on a global scale makes the Huntsville community a premier technology center of excellence for aerospace and defense research and development.

The Jetplex Industrial Park (JIP) includes 4,000 acres of which approximately 2,800 acres are currently available for development. From this strategic Southeastern location, the Jetplex Industrial Park offers a rare combination of air, rail, and truck transportation. The Park is divided into six sections allowing for various types of

economic development opportunities ranging from warehousing/ distribution, office, aviation/aerospace, and light manufacturing/assembly. Major industrial park tenants include The Boeing Company, LG Electronics, Navistar, Northrop Grumman, Yulista Management Services, and SESI. The Jetplex Industrial Park houses more than 70 companies representing seven different countries in a variety of industries.

Source: Huntsville-Madison County Airport Authority, Marketing

In February 2014, Remington Outdoor Company, Inc., a parent and affiliate of Remington Arms Company, LLC (collectively, "Remington") announced that it would expand with a new manufacturing facility in Huntsville. Among other incentives, the City and other local entities provided approximately $12.5 million to purchase and convey to Remington an approximately 840,000 square foot manufacturing facility near the Huntsville International Airport in the Jetplex Industrial Park (the "Facility") to lure the company to North Alabama.

The plant opened in 2015 with over 300 employees. It was originally expected and agreed that Remington would create roughly 2,000 jobs at the facility by 2021.

Carrying a heavy debt load and enduring an industry-wide slump in gun sales, Remington sought bankruptcy protection in March 2018 while continuing operations. Two months later, Remington converted more than $775 million in debt into equity, turning over ownership of Remington Outdoor Company, Inc. to its lenders. In November 2018, the City struck a new arrangement with Remington to maintain at least 415 employees with the stipulation that it hit its goal of 1,868 employees in 2023. Remington never met the revised employment targets, and pursuant to the development agreement and other instruments under which the City provided the Facility Incentives, Remington owes $12.5 million, plus interest and other fees and charges, in recapture payments to the City. These obligations are secured by a first-priority mortgage in favor of the City on the Facility.

On July 28, 2020, Remington filed a petition for Chapter 11 restructuring in the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court"). In its filings, Remington attributed insufficient financial liquidity, an inability to satisfy covenants owed to its lenders, and operational challenges arising from the COVID-19 pandemic as reasons for the filing. Remington further acknowledged its indebtedness to the City in the amount of $12,500,000 secured by a first-priority mortgage on the Facility. At a status conference before the Bankruptcy Court on July 28, 2020, lawyers for Remington advised the Bankruptcy Court that Remington and its affiliated debtors were actively marketing all of their operations for sale on a going concern basis and had engaged investment bankers and other advisors to assist with the sale process. On July 23, 2021 the City announced it had fully recovered incentives used to lure Remington to the City via the sale of Remington's 800,000 square foot facility.

Lowe Industrial Park, Chase Industrial Park and Thornton Research Park house a number of companies including PPG, Technicolor and BASF. North Huntsville Industrial Park received an AdvantageSite designation in February 2017 and has seen a significant uptick in activity. In addition, the SouthPoint Industrial Park was designed for companies that support the Redstone Arsenal, Army Contracting Command; NASA's Marshall Space Flight Center; and the Southern Automotive corridor.

Toyota Motor Manufacturing Alabama (TMMAL) is the only Toyota plant globally to produce four-cylinder, V-6 and V-8r for the Sequoia SUV and Tundra. The plant's total annual engine capacity is more than 900,000. With more than 1,800 team members and investments totaling more than $1.2 billion, TMMAL has made a substantial impact on North Alabama for almost 18 years. Toyota announced the Huntsville facility in 2001 and broke ground later that same year. The first Toyota V-8 engine ever made outside of Japan came off the line at TMMAL in 2003. In 2017, TMMAL assembled its 5 millionth engine. In October 2021 Toyota announced its fifth expansion, a $288 million investment which added a new twin-turbo V6 engine line that also added 450 jobs at the Huntsville plant. The hiring spree boosted the plant's total employment to 1,800.

Source: Toyota, External Affairs

In January 2015, Polaris Industries announced plans to build a 600,000-square-foot plant on a 453-acre site located within the Huntsville city limits in Limestone County. Polaris specializes in all-terrain vehicles (ATVs), the Polaris RANGER® and RZR® side-by-side vehicles, snowmobiles, motorcycles and on-road electric/hybrid powered vehicles. Production on the $142 million plant was completed in 2016 It is anticipated that Polaris will employ up to 2,000 people at full production and will be the model of all of Polaris' production facilities.

In 2017, Google Fiber brought its services to Huntsville, making it just the 10th US City to receive the service. Google Fiber is the first of possibly many ISPs to lease excess dark fiber on a Huntsville Utilities-constructed network.

Construction of the Huntsville Utilities network was complete in 2019. The community is now focused on implementing small cell technology into the right of way to enable greater cellular network coverage and eventually 5G. The community has permitted more than 50 small cell sites.

Aerojet Rocketdyne announced in 2017 the establishment of the company's Advanced Hydrocarbon Propulsion Development Office (AHPDO) in Huntsville. The facility will focus on delivering a 21st century advanced hydrocarbon rocket engine to the nation and the integration of the company's ongoing hydrocarbon technology and development efforts. The California-based company that is building the propulsion engines for the SLS deep space rocket, will bring more than 700 jobs to Huntsville. The new Aerojet Rocketdyne headquarters will be located in Cummings Research Park while the 122,000 square foot advanced manufacturing facility will be in the North Huntsville Industrial Park. Construction on the manufacturing facility began in December 2017 while the headquarters construction began in January 2018. The plant began production in 2019.

The German auto parts manufacturer BOCAR built a new plant in North Alabama and is hiring 300 high-tech workers to supply parts for regional automobile manufacturers. BOCAR is considered a Tier 1 auto parts supplier and uses advanced manufacturing techniques to build parts such as intake manifolds, oil pans and oil pumps for a variety of automobile companies. Work on the 330,880 sq. ft. plant started in spring 2018 on a site adjacent to I-65 near I-565 in the part of Huntsville located in Limestone County. Production began in 2020.

Blue Origin opened its 200,000 square foot state-of-the art production facility in Cummings Research Park to manufacture its BE-4 engine. Blue Origin will employ up to 342 people in this new facility. The company will make approximately $200 million in capital investment in the state. It will also perform testing of the Huntsville-built engines at the historic Test Stand 4670, where the Saturn V rocket from the Apollo program was tested.

On January 10, 2018, Japanese automobile manufacturers Toyota Motor Corporation and Mazda Motor Corporation announced a new North American plant for the manufacture of vehicles pursuant to a $1.6 billion joint venture between the two companies on a site within the City and Limestone County. Full-scale construction began in 2018, and when fully operational in 2022, the plant is expected to employ 4,000 people. It will have the capacity to produce 150,000 units of a Mazda crossover model to be introduced to the North American market and 150,000 units of Toyota SUV. Since announcing its original plans, the joint venture has expanded the scope of the project to a total investment of $2.4 billion. Several suppliers are located onsite and adjacent, which are expected to create more than 2,000 jobs in the region.

BAE Systems, the third-largest defense contractor in the world, has opened a new $45.5 million facility in Huntsville including a new 83,000 square foot manufacturing and office facility in Cummings Research Park. It will provide workspace for more than 200 high-tech employees by the end of 2021. The company plans to design, develop and build precision munitions and aircraft survivability technology. BAE announced the expansion in 2018 as an opportunity to establish a close working relationship with the U.S. Army and Redstone Arsenal and attract key local talent to develop and deliver important new capabilities to its customers.

Other areas with existing projects include downtown Huntsville (more than 400 apartment units planned, four hotels, 375,000 square foot surgical and medical tower, and a recently-opened 1500 person capacity music hall), south Huntsville (250 units of multifamily housing, nine acres of retail development, and 400 single family homes), north Huntsville (redevelopment of a closed high school into a community/recreation center with indoor climbing wall, gym, and more than 100 single family homes, as well as a $750M Facebook Data Center (see below) and the recently completed, Aerojet Rocketdyne Rocket Shop), and historic west Huntsville, which was awarded a U.S. Housing and Urban Development Choice Neighborhood Planning Grant.

Facebook, the social media giant, unveiled plans in June 2018 for a $750 million center in Huntsville. The first two buildings of the Facebook Data Center in Huntsville went online Sept. 15, 2021. Construction is continuing on other buildings that will be part of the $1 billion campus. Once all six buildings are online, more than 200 people are expected to be working at the data center.

Retail. While high technology research and manufacturing continue to dominate Huntsville's economy, retailing has been steadily growing in recent years. This is especially significant since Huntsville derives a significant portion of its operating budget from sales tax collections. A major factor in this growth is Huntsville's above-average per capita and median family incomes. This healthy buying power has attracted many national retailers to the area.

After breaking ground in 2012, the $100 million Twickenham Square lodging/living/retail/office space development on the old Council Courts housing project is fully operational on a site near Huntsville Hospital. The

development is anchored by a 33,500-square foot Publix supermarket, a 101-room Homewood Suites hotel, a 246-loft apartment building and a 110,000-square foot, five-story office tower, Twickenham Place. Homewood Suites hotel was the first business to open at Twickenham Square, followed by Publix, which opened in May 2014. The city built a nearly $10 million, 920-space parking garage adjacent to the development. Bryant Bank opened a new bank in the summer of 2017 adjacent to the development in a 32,000 sq ft newly constructed building. Twickenham Square is also home to Ruth's Chris Steakhouse, H&R Block, 9Round Boxing Studio, FirstBank and Huntsville Hospital's clinical laboratory, which is in the top ten largest clinical labs in the country.

Cabela's completed construction and opened for business in fall of 2015 in an 80,000-square-foot superstore at the $80 million mixed-use development, Parkside Town Centre, near the intersection of Interstate 565 and Research Park Boulevard. It is the first Cabela's store in Alabama and one of only a handful in the Southeast. The store employs approximately 180 full and part time employees from the area. Parkside Town Centre includes 300,000 square feet of various commercial, retail and related enterprises and is meant to complement its neighbor, Bridge Street Town Centre.

After breaking ground in 2014 the Shops at Merchants Walk is now complete. Merchants Walk is a $50 million 100,000 square foot shopping development. Anchored by Whole Foods Market, the Shops at Merchants Walk also hosts Mountain High Outfitters, Orangetheory Fitness, Lululemon Athletica and Farm Burger. A handful of other stores opened in late 2016, including the fashion and gift store Envy, Xtend Barre, The Masters salon, Amazing Lash Studio, Spa Sydell, Local Taco and Maki Fresh Casual Asian Cuisine. The Shops at Merchants Walk is expected to generate approximately $58.75 million in new sales taxes and $1.4 million in property taxes over the next 25 years and is expected to create additional commercial development in the area as the City seeks to redevelop its Parkway Corridor (the major north-south thoroughfare).

Across the street from Merchants Walk is Merchants Square, a $40 million 41,000 square foot development hosting fine retail options and new-to-market dining. Already leased are Chuy's, a Mexican restaurant; Ulta Beauty; Char, an upscale steak house; The Brass Tap Craft Beer Bar, Hand and Stone Massage and Facial Spa, among other retail offerings. The Merchants Square property was annexed into the City of Huntsville in 2017, allowing the city to collect property, sales and business taxes. The city agreed in January 2017 to spend $3 million on a new 300-unit parking deck at Merchants Square, which is expected to generate $19 million in tax dollars over the next 20 years.

In June 2016, work began on a $70 million mixed-use project called CityCentre at Big Spring. It will take over the now demolished Holiday Inn site near Big Spring International Park and Von Braun Center in downtown Huntsville. The project will feature two hotels, 270 multi-family units and an artisanal food hall inspired by Ponce City Market and Krog Street in Atlanta, Eataly in Chicago and The Source in Denver. Phase I will included a 150-unit new-to-market AC Hotel, a six-story Marriott hotel. It will also include a rooftop deck for the public and hotel patrons, 31,000 square feet of retail stores and restaurants, 53,000 square feet of office loft space and 270 multi-family apartments. This will be the 10th AC Marriott in the world, the first in Alabama, which are all custom-designed for their specific location. The AC Hotel began accepting reservations in April of 2019. Phase II will represent a $30 million investment with a 100-key urban hotel and 50,000 square feet of mixed-commercial and office loft space. The addition of these 250 units will bring the city one-step closer to its goal of attaining 1,000 rooms in the downtown area.

Sealy Property Development recently opened a $35 million five-story development, called The Avenue, featuring 197 upscale lofts and 21,000 square feet of street-level retail and restaurant space on a former parking lot at the corner of Jefferson Street and Holmes Avenue in downtown Huntsville across from the federal courthouse. The Avenue offers a resort-style swimming pool, 400-vehicle parking garage and large sidewalks to encourage outdoor dining and pedestrian walking. The Avenue lofts are now fully occupied and commercial spaces began opening in phases in 2017.

In 2016, work began on a mixed-use project called MidCity, a $350 million development that will not only serve as a civic and commercial hub, but an iconic new mixed-use environment located on a 100-acre site at the intersection of Research Park Boulevard and University Drive in the midst of Cummings Research Park and just minutes from downtown. MidCity is amenity-rich, walkable, mixed use development replacing a declining regional mall. Phase I includes hotels (120-room aloft, 130-room Hotel Indigo, and an additional property to be announced), multiple restaurants, 500 multifamily units, 100,000 square feet of office space, and family and culture entertainment such as TopGolf, Dave and Busters, and outdoor event venue, the Camp, several of which are already open. When completed, MidCity will include a total of 345,000 square feet of specialty retail, at least 200,000 square feet of high-tech office space, a wide range of inspired dining options, a 150 room boutique hotel and 900 amenity-rich residential units. At least 70 percent of the businesses at MidCity will be new-to-market. MidCity Park, a 38-acre

public park with an 8,500-seat community amphitheater, will eventually feature a lake and kayak center, bike and running trails, and an outdoor recreation retailer is also slated to open soon.

National Aeronautics and Space Administration. For six decades, NASA and its partners have relied on the experience, capabilities, and state-of-the-art facilities at the Marshall Space Flight Center to solve spaceflight's most complex and technical problems.

Marshall is one of NASA's largest field centers, with nearly 6,000 employees and an annual budget of approximately $2.8 billion. Marshall also manages NASA's Michoud Assembly Facility in New Orleans, offering state-of-the-art manufacturing, fabrication and welding capabilities with more than 3,500 employees, including government and contractor employees and commercial tenants.

Today, Marshall is developing NASA's advanced, heavy-lift Space Launch System to loft Artemis missions back to the Moon and to destinations across the solar system. The Marshall workforce is also leading the development, testing and delivery of human-rated landers to descend to the Moon's surface for NASA's Human Landing System Program.

From inside the Payload Operations Integration Center, the Marshall team coordinates and integrates all scientific and commercial experiments on the International Space Station, as well as Earth-to-station science communications, 24 hours a day, 365 days a year.

Marshall space scientists conduct scientific research, design, and development in support of NASA exploration missions, while our Earth scientists use satellite data to tackle global challenges such as climate variability, weather prediction, and natural disaster response. For more information about these and other Marshall capabilities, please view the NASA Marshall Fact Sheet.

Source: Marshall Space Flight Center Office of Stakeholder Relations

Military. Since the early 1950s, Huntsville, Alabama has been one of the United States' principal centers for space and defense technology. Home to the work of Dr. Werner von Braun and America's rocket development programs, the Huntsville community and Redstone Arsenal became the location of choice for the country's best and brightest aerospace engineers and scientists during the 1960s. Rocket City USA, as the region was known, gave original meaning to the term "rocket science".

Today, Redstone Arsenal is a diverse federal campus for more than 60 major federal agencies and organizations providing the highest level of technology development for national defense and space exploration. Army commands manage key logistics, missile and aviation programs while NASA's Marshall Space Flight Center is responsible for large components of America's space program. Roughly half of the Army's weapons procurement budget is managed on Redstone Arsenal, including all US Army aviation systems, missile systems and missile defense systems. With a renewed emphasis on technological modernization, Redstone Arsenal tenant organizations are poised for new missions. As part of the Army Futures Command, Redstone Arsenal organizations are taking a lead on two primary focus areas: Future Vertical Lift and Air & Missile Defense.

Other federal agencies perform a wide variety of intelligence and homeland defense functions on Redstone. Cummings Research Park, one of the country's original and largest science and technology parks, is home to many of the 300+ national and international aerospace and defense contractors that call Huntsville home.

There is a significant military presence in Huntsville/Madison County. As of November 2021, Redstone employed some 37,500 DOD civilians and contractor employees and 850 active military personnel (this does not include construction workers on base). Activities in the area involve a number of different organizations including:

> *U.S. Army Materiel Command* (AMC) is an Army Major Command responsible for materiel readiness including technology, acquisition support, materiel development, logistics power projection and sustainment. The Command's missions range from development of sophisticated weapon systems and cutting-edge research to maintenance and distribution of spare parts and supplies to US Army units located around the globe. If a soldier shoots it, drives it, flies it, wears it, communicates with it, or eats it, AMC provides it.
>
> *U.S. Army Space & Missile Defense Command* (SMDC) is responsible for developing the Army's missile defense systems including support of space and ground-based midcourse

defense and assuring the Army's access to and utilization of space assets in the execution of their mission.

U.S. Army Aviation & Missile Command (AMCOM) provides support to joint warfighters and allies to ensure aviation and missile system readiness for combat operations. The Command is responsible for the development, acquisition and fielding of aviation and missile systems and the integration of aviation and missile technology. AMCOM develops, acquires, fields and sustains aviation, missile and unmanned vehicle systems, ensuring readiness with a seamless transition to combat operations.

U.S. Army Security Assistance Command (USASAC) is responsible for managing security assistance programs and Foreign Military Sales (FMS) for the Army. USASAC is known as the "Army's Face to the World" because it serves as the primary entry point for US Army materiel and service related FMS requirements.

Army Contracting Command (ACC) supports the warfighter worldwide through the acquisition of equipment, supplies and services vital to the soldier's mission and well-being. The Command Headquarters relocated to Redstone Arsenal in 2011.

Expeditionary Contracting Command (ECC) is responsible for expeditionary contracting across all military operations for Army Service Component Commanders and the Joint Warfighter and support to Army and other joint operations as well as other defense organizations outside the continental United States.

Program Executive Office – Aviation (PEO AVN) is the Army manager responsible for providing overall direction and guidance for the development, acquisition, testing, product improvement and fielding of Army aviation programs of record including the Apache Attack Helicopter, Cargo Helicopter, Utility Helicopter, Non-Standard Rotary Wing Aircraft, Fixed Wing Aircraft, Aviation Systems, Unmanned Aircraft System and Armed Scout Helicopter.

Program Executive Office – Missiles & Space (PEO M&S) provides centralized management for all Army tactical and air defense missile programs and selected Army space programs. The PEO was established in January 2005 with the merger of the PEO Air, Space and Missile Defense and the PEO Tactical Missiles.

U.S. Army Combat Capabilities Development Command Aviation & Missile Center is the Army's focal point for providing research, development and engineering technology and services for aviation and missile platforms. CCDC Aviation & Missile Center manages and conducts research, exploratory and advanced development, and provides one-stop lifecycle engineering and scientific support for aviation and missile systems and UAV platforms.

Redstone Test Center (RTC) was created through the merger of the Redstone Technical Test Center (RTTC) and the Aviation Technical test Center (ATTC) in 2010. RTC specializes in line-of-sight missile and rocket testing, guidance system testing, optical and electro optical systems, air-armament component tests and electromagnetic environmental effects testing of aircraft systems. RTC is the designated DOD lighting effects tester for explosive ordnance and munitions. RTC also tests and certifies all modifications to the Army aviation fleet.

U.S. Army Garrison (USAG) Redstone, executes daily operations effectively and efficiently with a qualified and professional workforce. The focus of its workforce is the continued viability and sustainability of the installation, achieved through deliberate strategic planning and appropriate execution of services and programs. The Garrison strives for excellence every day to make certain its tenant organizations can execute their peacetime and wartime missions without concern for any interruption in home-station support.

2nd Recruiting Brigade conducts recruiting operations for non-prior and prior service recruits for the Active Army and Army Reserves in several states across the Southeast, Puerto Rico and the Virgin Islands. The brigade is supported by numerous recruiting battalions and recruiting companies and partners with a wide range of colleges, ROTC programs, high schools, and vocational trade schools.

Fox Army Health Center (FAHC) is part of the Southern Regional Medical Command which provides access to quality and cost-effective primary care for patients while maintaining a state of readiness for mobilization. FAHC provides many types of services for Redstone, including direct healthcare, public health and education, occupational medicine and industrial hygiene.

Logistics Support Activity (LOGSA) supports Army operations through timely and integrated life cycle logistics information, knowledge and expertise. LOGSA maintains the Army's official single authoritative logistics data repository. LOGSA provides critical logistics information capabilities through analytical tools and business intelligence solutions to effectively acquire, manage, equip, and sustain the materiel requirements of the U.S. Army.

Missile Defense Agency (MDA) is the Department of Defense agency that facilitates the research, development, acquisition and integration of multi-service capabilities into seamless theater and national missile defense systems.

Defense Intelligence Agency – Missile & Space Intelligence Center (MSIC), is an intelligence organization charged with producing scientific and technological intelligence on adversary surface-to-air missiles and ballistic missile systems and directed energy systems. This intelligence includes characteristics, capabilities and limitations of foreign military systems.

U. S. Army Engineering and Support Center, Huntsville, is a specialized agency of the U.S. Corps of Engineers. The Huntsville Center manages national programs that have a broad scope, require standardization across corps of engineers boundaries, or are otherwise complex in nature.

FBI Terrorist Explosive Device Analytical Center (TEDAC), was formally established in 2003 and moved to Huntsville in 2015 to serve as the single interagency organization to receive, fully analyze, and exploit all terrorist improvised explosive devices, or IEDs, of interest to the United States. TEDAC coordinates the efforts of the entire government, from law enforcement to intelligence to military, to gather and share intelligence about these devices—helping to disarm and disrupt IEDs, link them to their makers, and, most importantly, prevent future attacks. To date, TEDAC has received tens of thousands of IED submissions, primarily from Iraq and Afghanistan.

Source: Redstone Arsenal Public Affairs Office; www.garrison.redstonearmy.mil

BRAC. There have been five previous rounds of Base Realignment and Closure (BRAC) – a congressionally approved process for consolidating military infrastructure. Redstone Arsenal has consistently gained significant roles, missions and personnel through this process.

The 2005 BRAC relocated the Army Materiel Command's headquarters to Redstone Arsenal from Fort Belvoir, Va., along with more than 1,350 AMC positions and the AMC commander, a four-star command which is the first for Alabama. In 2010, leaders with Redstone Arsenal and the city of Huntsville were presented the designs for Redstone Gateway, a 468-acre development that accommodates growth on Redstone Arsenal and from new defense contractors relocating as a result of BRAC 2005. The land is owned by the U.S. Government and is under a long-term master lease to the developers through the Enhanced Use Lease (EUL) program. Through this master lease, the joint venture will work closely with Redstone Arsenal to create a business park that will total approximately 4.6 million square feet of office and retail space as well as hotel amenities when completed. TownePlace Suites by Marriot, a 120-room hotel at Redstone Gateway, opened in early 2016. Approximately 4.4 million square feet of Class A office space will be built in three phases, with three to six story buildings containing 80,000 to 165,000 square feet, of which 1.2 million square feet will be secured office space. Several office buildings have been fully leased to companies such as The Boeing Company and DRS Technologies, and several more are currently under development.

Raytheon opened a state-of-the-art missile production facility on Redstone Arsenal in November 2012, creating an estimated 300 new jobs. Raytheon already employs about 600 people in Huntsville. The company plans to assemble and test the Standard Missile-3 and Standard Missile-6 at a 70,000 square-foot facility. Those programs are managed by the Missile Defense Agency at Redstone Arsenal. Huntsville is the only Raytheon location that

includes all six of the company's primary business units: Integrated Defense Systems, Intelligence and Information Systems, Missile Systems, Network Centric Systems, Technical Services, and Space and Airborne Systems.

Source: Chamber of Commerce Huntsville/Madison County, COPT Properties, and AL.COM

New Missions to Redstone Arsenal

While Redstone Arsenal has seen growth from BRAC, most recent growth has come from outside that process. Redstone Arsenal was selected as the preferred headquarters for the U.S. Space Command, the newest combined combatant command. The headquarters will bring roughly 1,600 direct jobs to Redstone. The Department of the Air Force conducted both virtual and on-site visits to assess which of six candidate locations would be best suited to host the U.S. Space Command Headquarters based on quantitative and qualitative factors related to mission, infrastructure capacity, community support and costs to the Department of Defense. The project is expected to be complete in six years and positions Huntsville to be a leader in national security space.

The growth of the Federal Bureau of Investigation (the "FBI") has also been significant. The FBI is currently undergoing significant capital projects for specialized facilities at Redstone Arsenal serving, essentially, as a second headquarters. In addition to much of the back office work, expertise in cyber security, data analytics, innovation, and training for agents will occur on its Redstone Arsenal campus. The FBI is currently building a sprawling, college-like campus on Redstone Arsenal, part of a multi-year effort to expand its presence at Redstone Arsenal. The Innovation Center, which broke ground in June of 2021, is considered to be a key part of that campus, which will top $1 billion in investment by its completion. Initial announcements by the FBI indicated as many as 1,350 employees would be relocated to Huntsville, however recent announcements have indicated between 4,000 and 5,000 jobs could eventually be shifted to Redstone Arsenal over the next 10 years.

Labor Force Characteristics

According to the 2019 American Community Survey 5 Year Estimates, the City had a "labor force participation rate" of 63.0%, compared with 57.4% for the State of Alabama and 63.4% for the United States.

The quality of the City's work force is enhanced by the educational attainments of a significant portion of the work force. The following table compares the educational attainments, for persons over 25 years of age, with respect to the City, the State of Alabama and the United States.

Educational Attainment

	City of Huntsville	State of Alabama	United States
Percentage high school graduates or higher	91.0%	86.2%	88.0%
Percentage bachelor's degree or higher	44.1%	25.5%	32.1%

Source: U.S. Department of Commerce, Bureau of the Census, 2019 ACS 5 Year Estimates

Employment Data

Civilian Labor Force. The following table provides statistics regarding the average civilian labor force and unemployment rates of Huntsville/Madison County in the years indicated:

	2000	2010	2015	2016	2017	2018	2019	2020
Labor Force	175,460	208,154	210,320	212,474	216,780	223,557	229,213	231,870
Unemployment Rates								
Huntsville/Madison County	2.8%	8.6%	5.5%	5.2%	4.0%	3.5%	2.6%	4.6%
State of Alabama	4.6	10.5	6.1	5.9	4.6	3.9	3.0	5.9
United States	4.0	9.6	5.3	4.9	4.4	3.9	3.7	8.1

Source: Alabama Department of Labor, Bureau of Labor Statistics

Major Employers in the Huntsville Region

As shown in the following table, there are 10 private sector firms with employment in excess of 1,000 employees. The major private sector employers in the Huntsville Region include The Boeing Company (aerospace), Dynetics, Inc. and SAIC, each with more than 2,500 employees in 2021. Most of the major employers are involved in high-technology research and manufacturing, previously noted as a leading source of economic activity in the Huntsville Region.

MAJOR EMPLOYERS IN THE HUNTSVILLE REGION

Private Employers	**Number of Employees**
The Boeing Company	2,900
Dynetics, Inc	2,796
SAIC	2,746
Northrop Grumman	1,970
ADTRAN, Inc	1,925
Polaris	1,500
Toyota Motor Manufacturing	1,350
Hexagon US Federal	1,325
Crestwood Medical Center	1,109
Science and Engineering Services (SES)	1,050
AT&T Alabama	940
QuantiTech, Inc	900
KBR	844
Alorica	800
Teledyne Brown Engineering	794
Raytheon Technologies	779
Target Distribution Center	770
Lockheed Martin Corporation	764
PPG Aerospace	750
SCI Technology, Inc	733
Sanmina	726
ERC, Inc	694
Redstone Federal Credit Union	681
COLSA Corporation	635
Public Employers	
U.S. Army/Redstone Arsenal*	38,000
Huntsville Hospital System **	9,352
NASA/Marshall Space Flight Center *	6,000
Huntsville City Schools	3,000
Madison County Schools	2,389
City of Huntsville	2,206
University of Alabama in Huntsville	1,946
Alabama A&M University	1,207
Madison County Commission	1,069
Madison City Schools	976
Huntsville Utilities	680

* *Includes contractors*

***Employees in Madison County*

Source: Chamber of Commerce Huntsville/Madison County, April 2021

Employment Data

The total number of persons employed in Huntsville/Madison County in nonagricultural wage and salary employment has consistently increased since 2014. The four largest sectors of employment are (in descending order) services (104,200), government (51,700), manufacturing (26,200) and retail trade (24,500), in the Huntsville Region during 2020.

Huntsville Metropolitan Area
Employment by Industry Sector
(in thousands)

	2010	2015	2016	2017	2018	2019	2020
Manufacturing	23.7	23.5	24.2	24.8	25.2	25.9	26.2
Durable	20.5	20.0	20.6	21.4	22.0	22.5	22.5
Non-Durable	3.2	3.6	3.6	3.4	3.2	3.5	3.7
Construction & Mining	7.5	8.1	8.2	8.6	9.2	9.5	9.7
Transportation/Utilities	2.6	3.1	3.1	3.0	3.3	3.8	3.6
Wholesale Trade	5.4	5.9	5.8	6.0	6.1	6.1	6.2
Retail Trade	22.0	23.9	24.3	24.3	24.6	25.1	24.5
Finance/Insurance/Real Estate	6.1	6.3	6.5	6.7	6.9	7.0	7.1
Services	94.1	102.6	106.1	109.0	112.2	115.4	104.2
Government	48.6	49.0	49.5	50.3	51.2	51.9	51.7
Total Nonagricultural Employment	210.0	222.4	227.7	227.7	238.7	245.2	240.9

Source: Huntsville/Madison County Chamber of Commerce - Alabama Department of Labor, Bureau of Labor Statistics

Construction Activity

The following table shows the value of new building permits issued in the City for the fiscal years indicated.

Value of Building Permits*
(Residential, Apartment
and Commercial/Industrial)

Year	Residential	Apartment	Commercial/ Industrial	Total
2006	$59,193,692	$12,284,320	$289,268,058	306,746,070
2007	69,324,698	73,366,333	257,689,367	400,380,398
2008	45,055,563	37,108,158	197,117,416	279,281,137
2009	46,014,460	24,624,748	111,635,798	182,275,006
2010	45,385,091	--	136,237,193	181,622,284
2011	67,349,833	23,890,934	199,764,460	291,005,227
2012	72,510,679	37,965,634	201,958,518	312,434,831
2013	76,153,776	31,493,814	258,148,571	365,796,161
2014	68,232,945	24,971,287	260,554,000	393,758,232
2015	50,480,824	25,086,049	146,238,696	221,805,569
2016	51,902,779	45,546,068	144,199,219	241,648,066
2017	55,176,401	32,675,273	165,076,154	252,927,828
2018	62,452,059	47,378,131	248,175,919	358,006,109
2019	71,989,506	58,894,007	420,081,963	550,965,476
2020	83,616,940	160,688,487	638,146,981	882,452,408
2021	126,727,217	318,311,624	1,226,553,374	567,694,178

*Exclusive of "Moving and Demolition Permits" and consists of new construction only
Source: City of Huntsville, Inspection Department

Education

Primary and Secondary Education. The City school system is now comprised of fifty-seven pre-K programs, twenty elementary schools (including kindergarten), five middle schools, six P-8 programs, six senior high schools, and a vocational school. In addition, there are three magnet schools serving students in elementary and middle school grades and four magnet programs operating within existing high schools. These magnet programs emphasize science, foreign language, creative and performing arts, pre-Engineering and international education. Students of City schools consistently score above national and state averages on standardized achievement tests and on the American College Test (ACT). Enrollment for the City School System for the 2021-2022 school year is 23,657with 2,398 teachers and support personnel employed.

Madison County and the City of Madison also have public school systems, and in addition to public schools, there are approximately fifty private kindergartens and private schools (including church-related or parochial schools) in the City and the County.

The Alabama School of Cyber Technology and Engineering, the state's only fully public, residential high school for students interested in engineering and cyber technology, opened for its first year in Huntsville in August 2020 with 71 students from across the state and strong financial backing. Raytheon Technologies gave a $4 million boost to funding a new school building in Cummings Research Park. Students are meeting now in the former Oakwood Academy building on the campus of Oakwood University. The new school is designed to help meet a national shortage of qualified cybersecurity experts and engineers. Its goal is to grow to 350 students.

Higher Education. There are three state-supported four-year colleges and universities located within or near the City: the University of Alabama in Huntsville, a campus of the University of Alabama system; Alabama A & M University; Athens State University, located in the City of Athens, Alabama, approximately 20 miles west of the City; and Oakwood University, a private four-year university. Other area institutions include John C. Calhoun State Community College, and J. F. Drake State Community and Technical College.

Source: City of Huntsville School System and Alabama State Department of Education

Medical and Health Services

Huntsville Hospital is the second largest hospital in Alabama with 881 licensed beds on two campuses, Huntsville Hospital-Main and Women & Children Hospital. It serves as the regional referral center for North Alabama and southern Tennessee and is home to one of only three statewide Level I Trauma Centers. In recent years, the hospital has expanded its service throughout North Alabama with the development of Huntsville Hospital Health System, making it one of the top 5 largest publicly owned hospital system in the nation with more than 2,300 beds, 16,000 employees,11 hospitals and several outpatient facilities. Huntsville Hospital Health System has grown to include hospitals in a 14-county service area in North Alabama and Southern Tennessee.

Huntsville Hospital Main serves as a teaching facility for UAB's Family Practice Residency Program, and is also assisting to establish a nursing program at the Huntsville campus of Calhoun Community College. Huntsville Hospital for Women & Children offers the most advanced pediatric health care in the region including pediatric emergency services, pediatric intensive care, level III neonatal intensive care and pediatric surgery as well as providing specialized health care for women. Madison Hospital is a full service 90-bed hospital offering medical, surgical, obstetrical, non-invasive cardiac care, special procedures, emergency care, imaging, and therapy services.

Huntsville Hospital is governed by a volunteer board appointed by the City Council through the Health Care Authority of the City of Huntsville.

Source: www.huntsvillehospital.org

The City also hosts a 150-bed full service acute care hospital, Crestwood Medical Center, which has more than 530 physicians on staff representing more than 50 different specialties.

Source: www.crestwoodmedcenter.com

The U.S. Space and Rocket Center

The U.S. Space and Rocket Center, a state agency operated by the Alabama Space Science Exhibit Commission, which opened in 1969, is regularly the state's top paid tourist attractions in Alabama, attracting some 650,000 visitors annually. Recent additions include a full-scale space shuttle and a Saturn V and portions of the Space Station. A related activity of the Space and Rocket Center is U.S. Space Camp, a hands-on educational experience for young people and, in special corporate camps, adults. The U.S. Space Camp attracts approximately 35,000 young people and adults each year for its Space Camp and Corporate Camp programs. Additional programs include Aviation Challenge, Robotics Camp, U.S. Cyber Camp and a host of traveling exhibits.

Transportation

The City of Huntsville is accessed by highway, railway, waterways and a modern airport facility. U.S. Interstate Highway 65, which runs between Chicago and Mobile, is connected to the City by I-565. There are four major highways 231 (North-South), 431 (North-South), 72 (East-West) and 72 Alternate (East-West) which traverse the City and provide access to outlying areas. The City is served by numerous common carriers, including the Norfolk Southern Railway. In 2004 Huntsville built a new public transit center just off I-565 which is home to the offices of the Public Transit and Parking Services, Greyhound Bus, and the Convention and Visitor's Bureau. It serves as the central transfer point for the city's shuttle bus service. The City recently implemented the first phase of a five part plan which streamlined routes and extended hours of operations to meet demand.

The Huntsville-Madison County Airport Authority (a joint authority of the City and Madison County) operates the Huntsville International Airport located approximately twelve miles west of the downtown area of the City, which is the principal airport serving northern Alabama and parts of Tennessee and Georgia. Airport operations are conducted on approximately 3,400 acres of land and include two active runways, associated taxiways and an industrial park. The airport is served by numerous carriers including: American, Delta, United, Frontier, Silver Airlines and Breeze Airways.

Quality of Life

Huntsville is situated in the foothills of the Appalachian Mountains, and the natural beauty of the area contains many opportunities for hiking, biking, golfing, outdoor exploration and water sports on the Tennessee River and nearby Lake Guntersville. The mild climate allows for outdoor enjoyment throughout much of the year. Huntsville offers a number of parks, natural reserves, nature trails and a stop on the Robert Trent Jones Golf Trail.

Huntsville's downtown is undergoing a renaissance with a growing and vibrant nightlife. The arts are fully covered between Huntsville's Broadway Theatre League, the Huntsville Ballet Company and the Huntsville Symphony Orchestra. Downtown Huntsville now has three hotels, with the AC Hotel by Marriott and Embassy Suites Huntsville conveniently located right in the heart of downtown and connected by a sky bridge to the city's convention center space, the Von Braun Center, and to the city's sports arena, concert hall and playhouse.

Originally constructed in 1975, the Von Braun Center underwent major renovations in 2010 which transformed the Arena. The renovations changed the facade of the Arena to a modern glass frontage overlooking Big Spring Park as well as expanded the lobby by adding more pre-function space and a pub. The project also added over 1,000 seats to concert setups, VIP suites, and additional restrooms. The Von Braun Center Concert Hall has also recently undergone a major renovation. In 2019, the Von Braun Center opened a new music venue, Mars Music Hall, which includes a restaurant area and rooftop bar located at the corner Clinton Avenue and Monroe Street. It is a "plug-and-play" venue with permanent stage, lighting and sound systems for the artists' use. The second phase of the renovation will be a large convention center expansion. There will be a new state-of-the-art ballroom. North Hall will be totally revamped. A new kitchen complex is going in, as well as a new break out rooms to support larger conventions and groups, and there will be many interior improvements to existing areas.

Source: http://www.vonbrauncenter.com/construction

Among the many museums and historic sites are the U.S. Space and Rocket Center, Huntsville Botanical Garden, Monte Sano State Park, Big Spring Park, the Huntsville Museum of Art and several children's museums.

Huntsville is home to Lowe Mill ARTS & Entertainment, America's largest independent center for the arts. With over 120 working artists, small businesses, restaurants, and a live performance venue, this huge historic textile

mill is now a rising home for music, art, and culture. Lowe Mill completed a 37,000 square foot expansion in December 2014.

In sports, Huntsville hosts a minor league hockey (SPHL) team and minor league baseball team of the Southern League. College athletics such as UAH and Alabama A&M are also popular.

APPENDIX B
GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE

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Governmental Organization

The City is a municipal corporation under the laws of the State of Alabama. The municipal government may be characterized as a "strong" mayor-council form of government, wherein the mayor is elected at large for a four-year term to serve as the full-time administrative head of the City government. The Mayor is assisted in the day-to-day management of the City by an administrative assistant and a professional staff who oversee the various departments of the City.

The City Council, which consists of five members elected for staggered terms of four years each, operates exclusively as a legislative body and acts with respect to the executive branch of the City government (including all appointive officers, department directors and employees) only through ordinances and resolutions formally adopted at Council meetings. Members of the City Council are elected from five electoral districts. Each member of the City Council is required to reside in the district which he or she represents and to be elected by the qualified electors residing in such district.

The present Mayor and members of the City Council, and the dates of beginning and ending of their respective current terms of office, are as follows:

Name	Date of Beginning of Current Term	Date of Ending of Current Term
Tommy Battle, Mayor	November 2, 2020	November 4, 2024
John Meredith	November 2, 2020	November 4, 2024
Bill Kling, Jr.	November 5, 2018	November 5, 2022
Dr. Jennie Robinson	November 5, 2018	November 5, 2022
Frances Akridge	November 5, 2018	November 5, 2022
Devyn Sherard Keith	November 2, 2020	November 4, 2024

Colonel (Ret.) John Hamilton became City Administrator effective as of October 1, 2013. Mr. Hamilton received a Bachelor of Science in Business Management in 1990 from Florida State University and a Masters in Logistics Management from the Florida Institute of Technology in 1999. He served for 23 years in the United States Army and retired a full Colonel in 2013. His final position was as Garrison Commander of Redstone Arsenal.

In the Fall of 2019, Penny L. Smith, CPA, became the Finance Director of the City. Previously, Mrs. Smith was the Finance Director for the City of Auburn, a position she had held since 2011 after spending seven years as that city's Deputy Finance Director. Mrs. Smith is a graduate of Auburn University, from which she received a bachelor's degree in accounting. She is a Certified Public Accountant, Certified Government Financial Manager and Chartered Global Management Accountant. Mrs. Smith is a past president of Governmental Finance Officers Association of Alabama and previously served on the Security for Alabama Funds Enhancement (SAFE) Board of Directors. She has more than 27 years' experience in public and governmental accounting and auditing.

Ken Benion is the City Clerk –Treasurer. Mr. Benion was appointed City Clerk – Treasurer as of January 4, 2016. Mr. Benion is a Certified Public Accountant with 21 years governmental accounting experience. He received his Bachelor of Business Administration degree from Tennessee State University 1981. Mr. Benion been with the City of Huntsville since January of 2010. He most recently served as Director of Community Development since September 2011.

Marion "Trey" Riley is the City Attorney. Mr. Riley was appointed as City Attorney in the Fall of 2015. Mr. Riley received a Bachelor in Business Administration degree from Auburn University in 1977, and his Juris Doctorate degree from the University of Alabama School of Law in 1980. Upon graduating from law school, Mr. Riley served a brief tenure as an Assistant District Attorney, and thereafter engaged in the solo practice of law for almost 35 years, representing a broad cross-section of individuals in a wide variety of legal matters before numerous different tribunals, primarily in Alabama but also in surrounding states.

The City Administrator, the Finance Director, the City Attorney, and the City Clerk-Treasurer are appointed by the Mayor, subject to the approval of the Council, for four-year terms concurrent with that of the Mayor.

Certain City Officials

Tommy Battle, Mayor. Mr. Battle is currently serving his fourth term as Mayor of the City. Mayor Battle was first elected Mayor in 2008, and before then served on the City Council between 1984 and 1988. A commercial real estate developer, Mayor Battle has served on various local boards within the City, including the Huntsville Emergency Medical Services, Inc., board, EarlyWorks Children's Museum board and the administrative council of Trinity United Methodist Church. Mayor Battle received his B.S. degree in Business Administration from the University of Alabama.

Devyn Sherard Keith, Council Member. Devyn Sherard Keith, representing District 1, was first elected to the City Council in 2016. Mr. Keith received his Bachelor's Degree in Human Development and Family Science from Samford University and holds a Master's Degree in Public Administration from the McCormack Graduate School of Policy and Global Studies at the University of Massachusetts. During his undergraduate career Mr. Keith started a non-profit called Brothers of 1 Voce aimed at educating, empowering and advocating for youths who have aged out of state support services and while obtaining his Master's Degree in Boston, Massachusetts worked in leadership roles at the nonprofit and state levels. Mr. Keith has worked as an Assistant Coordinator for Community Service for the Massachusetts Trial Court, a Job Development/ Massachusetts Rehabilitation Commission Case Specialist for Morgan Memorial Goodwill Industries and a Transitional Living Specialist/Case Manager for Youth Villages.

Frances Akridge, Council Member. Mrs. Akridge, representing District 2, was newly elected to the City Council in 2018. She holds a B.S. degree in Special Education from Virginia Commonwealth University. After a career in education in Westmoreland County, VA, Mrs. Akridge entered the private sector in commercial real estate including work as a land planner in a civil engineering firm then marketing and leasing industrial, office, and retail property, and building telecommunication sites for AT&T Wireless in the Baltimore, Maryland area. She came to Huntsville in 2006 and worked for ERC, Inc., assigned to NASA as a technical coordinator for the Ares program. Mrs. Akridge has been active in several civic organizations, including the Northeast Huntsville Civic Association, the Association of American University Women and Monte Santo Arts Festival, among others.

Dr. Jennie Robinson, Council Member. Dr. Robinson, representing District 3, was first elected to the City Council in 2014. Prior to her election to the City Council, Dr. Robinson served three terms on the Huntsville City Schools Board of Education. Before being elected to the School Board in 2002, Dr. Robinson served five times as a PTA president in Huntsville city schools. She has also served on the Executive Committee of the Alabama Association of School Boards (AASB) and chaired the State Legislative Committee for AASB. Dr. Robinson received her Doctor of Philosophy and Master's Degree in Consumer Behavior from Purdue University, and she owns a management consulting firm specializing in strategic planning and leadership development for corporations and non-profits. She is a graduate of Leadership Alabama and Leadership Huntsville. She received the Distinguished Leadership Award from Leadership Huntsville Madison County in 2006. She also serves on the boards of Leadership Huntsville Madison County and the Rotary Club of Greater Huntsville.

Bill Kling, Jr., Council Member. Mr. Kling, representing District 4, was first elected to the City Council in 1988. He received a B.S. degree in Mass Media Communications and Public Administration from the University of Alabama, and an M.S. degree in Urban Studies from Alabama A & M University. Mr. Kling was a recipient of Troy State University's "Grover C. Hall" journalism fellowship. He is professionally accredited by the Southern Public Relations Federation. Mr. Kling previously served as a member of the Huntsville City Board of Education. Mr. Kling has held numerous positions in the broadcast and public relations field including public relations director, radio announcer and newscaster for a public radio station and broadcast instructor and public relations specialist for John C. Calhoun Junior College. Mr. Kling is a past President of the Huntsville Press Club.

John Meredith, Council Member. Mr. Meredith, CASE (Ret.), representing District 5, was first elected to the City Council in 2020. He currently serves as President of the City Council. Mr. Meredith earned an Associate's Degree from Hinds Junior College, a Bachelor's Degree from the University of Cincinnati, and a Master's Degree from Mississippi College. He serves as the Chair of the Madison County American Red Cross Board, Vice Chair of the Drake State Foundation Board, Board Member of Leadership Greater Huntsville and Advisory Board Member of Burritt on the Mountain and the Junior League. Mr. Meredith spent a majority of his professional career as a lobbyist and legislative advocate in various business sectors and for various public initiatives. During his distinguished lobbying career, Mr. Meredith was the recipient of two national awards for advocacy – the Legislative Champion Award and the Advancing Arboriculture Award. He has served as a National Co-Chair of Minority Outreach for the Voting Integrity Project and Executive Committee member of the National Council of Agricultural Employers ("NCAE"). At NCAE, he was the Moderator for the 2005 NCAE Immigration Roundtable in Washington,

D.C. Mr. Meredith is the son of civil rights icon James H. Meredith, the first African American to enroll and graduate from the previously segregated University of Mississippi.

Employees

As of September 30, 2021, the City employed 2,424 people and the City-owned but separately operated Huntsville Utilities employed 734 people. The employees of the City are administered under a separate personnel system from that of Huntsville Utilities.

Municipal Powers and Functions

The City provides police and fire protection, streets and highways, garbage and refuse collection and disposal, sanitary sewage and disposal service and certain recreational and cultural services. It is only in the area of law enforcement, where state and county officers have concurrent jurisdiction, that there is any significant overlap in City-furnished governmental-type services. The City (through the City-owned Huntsville Utilities) also provides, subject to policies established by the several utilities boards, electric, water and natural gas service for its citizens. For information as to a change in the furnishing of garbage and refuse disposal service, see "Refuse-to-Energy Plant", below.

Several municipal functions have been delegated, by statute or authorized City ordinance or resolution, to municipal boards or commissions, such as the several utilities boards, including the following functions: industrial development, solid waste disposal, health care, library services, museum and civic center operations and public housing. Some, but not all, of these boards or authorities may issue revenue debt. Policy decisions concerning these functions are in most cases made by the applicable board or commission (the members of which are appointed by the Mayor or the City Council) and implemented by an administrative head or staff responsible to such board or commission.

Certain municipal or public functions are performed jointly with Madison County (the "County") through statutory authorities or boards whose members are appointed by the governing bodies of both the City and the County. Such authorities or boards include The Huntsville-Madison County Airport Authority (which is responsible for the operation of Huntsville International Airport), the Huntsville-Madison County Mental Health Board, the Huntsville-Madison County Civil Defense Board and The Huntsville and Madison County Railroad Authority. In addition, the City and County governing bodies jointly elect the members of the Huntsville-Madison County Marina and Port Authority, a public corporation created under an act of the Alabama Legislature to construct and operate marina and port facilities.

Funding for certain municipal boards or commissions is provided, in whole or in part, by the City, and in other cases, such boards or commissions operate as separate public corporations created by the City, but funded entirely through revenues generated by the particular municipal functions involved.

Annexation Program

The City annexes land considered important to its future growth and economic expansion, which has included significant acreage in the past twenty years. Madison County annexations in excess of 40,000 acres have primarily been in the east, with mostly mixed, higher value residential developments occurring. The annexation in Limestone County, which is west of Madison County, primarily borders the Huntsville International Airport and Interstate 565, and is generally planned for commercial development. Smaller tracts are regularly being annexed, however, for residential and commercial uses.

With very few exceptions, the City's annexations have been accomplished by petition of the landowner requesting annexation. There is no pending or threatened legal action contesting the validity or legality of any of the City's annexations.

The City, in concert with the Metropolitan Planning Organization (MPO), has adopted a major street plan for the entire City. The rights of way for the streets shown on the master street plan are being protected from development as provided by Alabama law. The expansion and extension of these major streets will be the major expenditure for the City resulting from the City's annexation programs. Most of the local streets in the annexed areas will be constructed to City standards and specifications by developers as subdivision of property and development occur.

The City has in operation sufficient sewer treatment capacity for the annexed areas and future annexations. The City generally extends sewer outfall lines and facilities into annexed areas when there is a finding of sufficient economic return to justify such extension. The City's extension policy and its sewer rate structure are, in general, a significant part of its economic development policy.

The rate of growth in the annexed areas is unpredictable, and the full extent of any impact on the City's finances and resources cannot be measured. While the City cannot make a definite prediction or offer assurances that development will in fact occur in these areas, the City does expect that, as a result of the annexations and the services offered by the City in those areas, considerable industrial and commercial development and supporting residential development will occur.

Huntsville Utilities

The City's municipally-owned water, electric, gas and sanitary sewer systems are operated by separate boards of directors which are responsible for their supervision and control and the members of which are appointed by the City Council. These three systems are owned by the City, but operate separately from the City under the name of Huntsville Utilities and are managed by Wes Kelly, President and CEO of Huntsville Utilities. The employees of Huntsville Utilities are subject to personnel rules established by the respective utilities boards and administered by a separate Personnel Department of Huntsville Utilities. The financial statements of the City attached as Appendix C include the water, electric and natural gas systems, although it should be noted that the City's independent auditors have not examined these financial statements and that their opinion thereon is based solely on reports of other auditors.

Refuse-to-Energy Plant

The Solid Waste Disposal Authority of the City of Huntsville (the "Authority") constructed a solid waste resource recovery plant to assist the City in its solid waste disposal program. The plant, which was completed in July of 1990, was designed to convert garbage and other solid waste into energy (steam), primarily for use by and sale to the Department of the Army at Redstone Arsenal, an Army facility near the City. The Authority is a public corporation separate from the City, the members of the Board of Directors of which are appointed by the City Council. In 1987 the City Council adopted an ordinance authorizing the transfer and conveyance by the City to the Authority, without the payment of any pecuniary consideration, of the City's existing landfill, which, along with the plant and recycling programs, constitutes an integrated system for the disposal of solid waste and other refuse operated by or for the account of the Authority. Such transfer and conveyance was effected in August, 1988, when the Authority authorized the issuance of bonds to finance the construction of the plant. Pursuant to an agreement with the Authority, Ogden Martin Systems of Huntsville, Inc. now known as Covanta Huntsville, Inc. (an affiliate of Ogden Corporation, now known as Covanta Energy, Inc.) designed, constructed, and is operating the plant for the Authority.

In the ordinance authorizing the transfer and conveyance of the City's existing landfill to the Authority, the City Council also authorized the execution of a Solid Waste Delivery Agreement between the City and the Authority, under which the City agreed (a) to deliver to the Authority, for processing or other disposal, substantially all solid waste and other refuse collected by the City through its solid waste collection system (as well as substantially all the sewage sludge generated through the operation of the City's sanitary sewer or wastewater system) and (b) to pay to the Authority, for such processing or other disposal, such tipping fees as the Authority may from time to time impose and charge. This Agreement provides that all tipping fees and any other moneys due by the City under the Agreement are to be payable solely out of the current or general operating revenues or funds of the City received or receivable by it for or during the fiscal year during which such tipping fees or other moneys are required to be paid. The current rates are $39.90 per ton for municipal solid waste and $26.50 per ton for construction and demolition waste and may be adjusted in the future. The many variable factors on which any such adjustments in the future will depend (including, for example, plant operating results, landfill acquisition, if any, and operating costs, the effect of existing and future environmental laws and landfill regulations, and general economic conditions) are such that the City cannot accurately predict the extent of such adjustments, but it does expect increases in the amount of tipping fees over the next 25 to 30 years.

The City has taken steps to reduce the waste stream by instituting the following recycling programs: (1) the recycling of white goods at the landfill and (2) the first citywide curbside recycling program in the State of Alabama, for the removal and recycling of newspaper, plastics, metals, magazines, motor oil, and batteries. The Authority also operates a separate hazardous household wastes program. These recycling programs are expected to allow the City to meet any currently anticipated changes in environmental law which may mandate a reduction in the waste stream. The Authority expects that, even after such reductions in the waste stream are made, the amount of

solid waste to be delivered by the City, together with amounts to be delivered by the Army, will continue to be in excess of the required minimum amount the Authority has agreed to deliver to the plant.

The Authority has entered into a steam sales agreement with the Department of the Army, providing for the sale of steam by the Authority to the Army for use at Redstone Arsenal. The agreement between the Authority and the Army is not, however, a take-or-pay contract and does not obligate the Army to pay for steam that is not delivered or available for delivery. While the City expects that revenues from tipping fees and from the sale of steam to the Army will be sufficient to pay the costs of operating the plant and the landfill there can be no assurance that such tipping fees and steam sale revenues will be sufficient to pay all such expenses and any future debt service and that the payment by the City to the Authority of substantial tipping fees, as authorized in the Solid Waste Delivery Agreement, may be necessary. At this point in time, all of the debt of the Authority has been repaid and there is no current debt service requirement for the Authority.

The failure of the plant to operate in the manner expected, as well as any substantial plant "down-time", would adversely affect expected steam sale revenues and thus result in tipping fee increases substantially in excess of those otherwise expected. However, the plant has complete redundancy; it has four fossil-fuel-fired boilers which could supply steam to the Army if the failure to operate in the manner expected is related to the incineration of solid waste.

Miscellaneous Municipal Functions

The City, the County and the State of Alabama have coextensive law enforcement jurisdiction. The City operates a misdemeanor court system.

The State is responsible for maintaining state and federal highways in the City. Further, pursuant to an understanding between the County and the City, the County maintains certain roads and streets in the Green Mountain area annexed by the City in 1973.

While public health service is principally a state function, the City historically has made annual contributions to the Madison County Department of Public Health.

The City finances all major public recreation facilities in the City except for (a) Ditto Landing and Marina, which has received some appropriations from Madison County, and (b) Monte Sano State Park, which is located adjacent to the City and is owned and operated by the State of Alabama.

Huntsville International Airport is owned and operated by The Huntsville-Madison County Airport Authority, the members of the Board of Directors of which are appointed by the governing bodies of the City and the County.

APPENDIX C
CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE

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COVID-19

As has been widely-reported, following the March 11, 2020 declaration by the World Health Organization of a novel strain of coronavirus ("COVID-19") to be a global pandemic, the United States, various states and local governments (including the State of Alabama and various local governments within the State of Alabama), and private corporations and businesses implemented quarantines, limited or shut-down operations, and took other measures to limit travel, social interaction and other customary behaviors in an effort to lessen the spread and impact of COVID-19. Such measures have had, and will continue to have, a materially negative impact on national, state and local economies, including without limitation the economy of the City and that of the municipalities and counties surrounding the City.

Since the first declaration of the COVID-19 pandemic states and local governments, including the State of Alabama and the City of Huntsville, issued "stay at home", "shelter in place", "safer at home" and similar orders and curfews designed to restrict movement outside the home and limit businesses and commercial activities to essential functions. Such orders have required, among other things, the wearing of facial coverings in certain public places, prohibitions of certain non-work gatherings, limitations on occupancy of retail facilities and entertainment venues, requirements that restaurants, bars and similar businesses, as well as certain "close-contact service providers" such as barber shops and spas, employ facial coverings, requirements that restaurants, bars and similar facilities maintain at least six feet of distance between different tables, bar stools, etc, and similar restrictions. Such restrictions can have a negative impact on sales of commercial goods and services, thus reducing tax revenues for municipalities like the City.

The result thus far of the various restrictions on businesses, activities and events has been a short-lived, but strong contraction in sales tax revenue. Although the City was collecting higher than budgeted tax and fee revenues during the first half of the 2020 fiscal year, up until officials in the Huntsville area began taking measures to combat the spread of COVID-19, revenues have decreased since that time, although not to the degree expected. General Fund revenues measured against budgeted amounts were 102% for the fiscal year ended September 30, 2020.

During the first half of the fiscal year ending September 30, 2021, the City experienced a healthy, but somewhat compacted increase in sales and use taxes. However, in the second half of that fiscal year, the City experience double digit increases in a number of months over pre-pandemic levels.

At this time, the City estimates unaudited General Fund revenues for the fiscal year ended September 30, 2021 to be $276.5 million, and unaudited General Fund expenditures for the fiscal year ended September 30, 2021 to be $241.2 million, resulting in an estimated unaudited General Fund balance for the September 30, 2021 fiscal year ended to be an increase of $35.3 million. The City has also provided unaudited revenues for its largest revenue sources of General Fund revenues. See "SOURCES OF REVENUES" in this appendix.

The City has applied for and received appropriate reimbursement of extra expenses as a result of the pandemic through the State of Alabama CARES Act allocation totaling $9.3 million. In addition, the City received smaller reimbursements from FEMA, CDBG and FTA for specified spending. The City has received the first tranche of the $34.4 million allotted to the City of Huntsville in the American Rescue Plan Act funding and will report on planned spending as required.

The City passed its 2022 balanced budget with Sales and Use tax revenue projection level with actual projected collections from fiscal year ended September 30, 2021. Staff and administration will continue to monitor monthly collections in all revenue considering the ongoing pandemic understanding the economic reality may impact expectations. The projection will be adjusted at mid-year to appropriately adjust to current forecasting.

Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 pandemic are unknown and dependent on factors such as the length of any existing

or future shutdown or partial inaccessibility of commercial and governmental facilities, the extent to which the City's population is directly affected and is unable to work, and the impact on the economy as a whole within the country, state or city. The City cannot predict whether there will be increased costs associated with the COVID-19 pandemic, or any other potential disease outbreak, including whether there will be an increase in operational costs incurred to protect the public, provide City services, or clean, sanitize and maintain public facilities. The City also cannot predict the long-term impacts of the outbreak on the City's revenues, including whether there will be a reduction in taxable assessed values of properties in the City, or a reduction in ad valorem tax collections or revenues from sales and use taxes, or an adverse impact on the City's credit ratings.

FINANCIAL SYSTEM

General

The City maintains a financial reporting system designed to provide timely and accurate reports of receipts and expenditures. Internal accounting controls, which are developed and monitored by the City Finance Department, are designed to provide reasonable, but not absolute, assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition, and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. Activities of the City are monitored internally on a monthly basis and are audited annually, as required by law, by independent certified public accountants. The report of such accountants for the fiscal year ended September 30, 2020 (the City's most recent audit), is included as Appendix C.

Budget System

Prior to the commencement of each fiscal year, the Mayor, in conjunction with the administrative staff and the City's department heads, prepares an annual operating budget for City Council approval. The budget represents a complete financial plan for the City and reflects the projection of all receipts and disbursements from all sources, including all revenues, expenditures and the surplus or deficit in the General Fund and all special funds of the City. Any expenditure request that results in budget increases, overruns or transfers between departments or funs must, under existing procedures, have City Council approval.

The budget for the General Fund is customarily adopted on a categorical basis consistent with generally accepted accounting principles (GAAP). Budgetary control is maintained at the departmental line item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. By ordinance, the City is required to maintain at all times an undesignated General Fund balance of 11.5% of the current fiscal year's General Fund recurring revenues. The fund balance was at the required policy amount at the close of each of the last five fiscal years. At this time, the City expects to satisfy this requirement for its fiscal year ending September 30, 2021.

The City maintains a ten (10) year Capital Improvement Plan which forecasts expenditures for capital improvements for each of the City's capital improvement funds (1990 Capital Improvement Fund and the 2014 Capital Improvement Fund). These plans include (a) construction and improvement of local roads and the City's financing share of non-local roads, (b) drainage projects and projects for the preservation of the natural environment, (c) acquisition and improvement of public safety equipment and facilities, and (d) acquisition of land for industrial growth.

During the budget process, the Mayor requests that each department head assign priorities to department capital improvements, by year, for the number of years to be budgeted. These requests are consolidated and reviewed, then the Mayor proposes a Capital Improvements Programs to the City Council for its consideration. Capital expenditures have been and will be funded with borrowings or with internally generated funds.

Accounting System

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. The various funds designated in the City's financial statements (attached as Appendix C) include the following:

General Fund. The General Fund, which is the general operating fund of the City, is the largest and most important accounting activity of the City and accounts for the current operations of the general government and all financial resources except those required to be accounted for in another fund. Expenditures from the General Fund are financed from a variety of revenue sources, including ad valorem and sales and use taxes, licenses and permits, charges for services, and fines and forfeitures. See "SOURCES OF REVENUES" in this appendix.

Special Revenue Fund. The Special Revenue Fund is used to account for the proceeds of restricted property taxes, state gasoline taxes and seizure/forfeiture revenues, which are as follows:

6.5-Mill School Tax - accounts for the School Tax authorized to be levied for school purposes until the tax year for which City taxes become due and payable on October 1, 2046.

6.5-Mill Bond Tax - accounts for the Bond Tax levied under authority of Section 216 of the Constitution of Alabama of 1901, as amended, the proceeds of which may be used to pay principal of and interest on bonds.

7-Cent State Gasoline Tax - accounts for the City's share of a 7-cent gasoline tax and 2-cent inspection fee levied by the State, the proceeds of which are required by state law to be used only for street and highway purposes.

4/5-Cent State Gasoline Tax - accounts for the City's share of a 4-cent and 5-cent gasoline tax levied by the State, the proceeds of which must, under state law, be used only for resurfacing, restoring and rehabilitating roads and bridges.

TIFs - accounts for collection of property taxes and other revenues of the TIF Districts and the related capital projects.

2014 Capital Improvement Fund. In fiscal year 2014, the City established the 2014 Capital Improvement Fund, a capital projects fund, to account for the proceeds of a one-percent sales and use tax levied by the City effective March 1, 2014. This fund accounts for the capital and economic development expenditures authorized for this fund, and the debt service on projects intended to be paid from the taxes.

Debt Service Fund. The Debt Service Fund is used to account for the accumulation of moneys for, and the payment of, principal of and interest on long-term debt and related costs, other than long-term debt payable from special assessments and debt issued for and serviced primarily by City-owned enterprises.

Capital Projects Funds. Capital Project Funds are used to account for financial resources used for the acquisition or construction of major capital facilities (other than those financed by Enterprise Funds and TIF taxes of the Special Revenue Fund). In most cases, the City uses the Capital Projects Fund to account for the expenditure of the proceeds from all warrant issues, and uses separate accounts within that to show that the proceeds of the issues were spent only on the project or projects and for the purpose or purposes authorized, and that any unused warrant proceeds or project deficits were properly handled and accounted for in accordance with applicable legal, budgetary and policy provisions.

Proceeds from warrants or other obligations issued by the City to pay for capital improvements will be accounted for in capital project funds, as will the expenditures of the proceeds of warrants and other City obligations.

There are instances in which the General Fund or a Special Revenue Fund budgets and expends its own resources for long-term improvements, which may involve general long-term borrowing, and such outlays are properly accounted for in those funds without a separate Capital Projects Fund. The City also maintains other capital projects funds to account for the expansion and development of an industrial park, which is financed by revenues other than long-term debt.

Enterprise Funds. Enterprise Funds are used to account for operations that provide goods or services to the general public on a continuing basis and that are financed and operated similarly to private business enterprises,

i.e., those the costs of which are to be financed or recovered primarily through user charges, or those for which it is deemed advisable (for capital maintenance, public policy, management control, accountability, or other purposes) that periodic determinations be made of revenues earned, expenses incurred, and net income. The City currently maintains Enterprise Funds for the operation of the City's Sanitary Sewer System, the Municipal Iceplex and the Von Braun Center, and accounts for the operations of one of its "discrete component units" (Huntsville Utilities) as an Enterprise Fund. With the exception of the Enterprise Funds, which may be characterized as "proprietary" funds, all above-mentioned funds currently maintained by the City are categorized as "governmental" funds.

SOURCES OF REVENUES

Introduction

Sales and use taxes and business licenses and permits are directly related to changes in personal income rate, price levels and general economic conditions and have in the past (subject to certain exceptions) increased at a more rapid rate than ad valorem taxes. Shared state, local and intergovernmental revenue is not subject to periodic appropriations, but results from general statutory allocation to the City of a portion of certain taxes collected by the State of Alabama and Madison County. Additional information on the principal City revenue sources is provided in the following paragraphs. While the following paragraphs show the rates at which certain of these tax proceeds have increased, the City makes no representation that future increases will be at the same or greater rates or that there will, in fact, be any such increases.

Property Taxes and Payments in Lieu of Taxes

Property or ad valorem taxes are levied under various provisions of the constitution and statutes of Alabama and, except for the 6.5-mill general purpose tax, may be used only for the purpose or purposes for which they are levied. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval by the Alabama Legislature and a majority vote of the qualified electors of the affected jurisdiction. See "AD VALOREM TAXES" in this appendix.

Payments in lieu of taxes, calculated on various bases, are made to the General Fund by Huntsville Utilities with respect to the City-owned electric, water and natural gas systems. Under the City's contract with the Tennessee Valley Authority (TVA) for the purchase of electric power, payments in lieu of taxes with respect to the electric system will be made at an agreed upon six percent (6%) of net book value of the electric system's properties. Payments in lieu of taxes are also received by the General Fund in lesser amounts from the water and natural gas systems, computed on the basis of gross revenues. All such payments are made, at the option of the City Council, in lieu of taxes which would be due if such utility systems were subject to ad valorem taxation. The City also receives certain payments in lieu of taxes from the TVA and from the Huntsville Housing Authority. Ad valorem property taxes paid on real property are subject to periodic adjustment based upon reappraisals required by the State Department of Revenue. See "Property Re-Evaluation Program" under "AD VALOREM TAXES" in this appendix.

The following table shows the receipts from the 6.5-mill general purpose tax and from payments in lieu of property taxes for fiscal years shown:

Fiscal Year	6.5 Mill Tax General Fund General Purpose	TVA Payments in Lieu of Property Taxes	Huntsville Utilities Electric System Payments in Lieu of Property Taxes[1]	Total
2021	$20,409,023*	$2,864,376*	$24,091,527*	$47,364,926*
2020	19,565,805	2,827,779	21,172,061	43,565,645
2019	18,299,987	2,494,464	13,468,913	32,608,787
2018	18,889,927	2,829,553	9,680,872	31,400,352
2017	17,178,680	2,813,159	11,296,708	31,288,547
2016	16,916,289	3,375,449	11,437,077	31,728,815

* Unaudited

[1] Huntsville Utilities expanded its electric system and services during 2019, resulting in additional capital improvements that increased the amount of payments in lieu of taxes to the City during such years. The increase is also due to accounting adjustments.
Source: Comprehensive Annual Financial Reports of the City for Fiscal Years 2016-2020 (modified accrual basis of accounting).

Sales Taxes and License Fees

Sales and Use Taxes. The largest sources of General Fund revenues are the sales and use taxes levied by ordinance of the City. Retailers are required to collect the sales tax on sales of tangible personal property at retail from the consumer and to pay collections to the City, monthly. The use tax is levied upon the use of tangible personal property brought into the City and upon which the sales tax has not previously been paid. The sales and use tax was increased effective November 1, 1989, when the basic rate was raised from 3% to 3.5% and the automobile rate was increased from 1.5% to 1.75% (certain manufacturing machinery being exempt). Additionally, the general sales and use tax rate was raised from 3.5% to 4.5% effective March 1, 2014. The total sales tax rate paid by persons purchasing items in the City in Madison County is 9% - 4% being collected for the State and 0.5% for Madison County; the rate is 10.5% in those portions of the City within Limestone County – 4% being collected for the State and 2% for Limestone County.

The following table shows sales and use tax receipts levied by and collected for the City (at a total rate of 4.5%) for the fiscal years shown:

Fiscal Year	Receipts[1]	Percentage Increase
2021	$268,438,074*	13.20%
2020	237,141,756	4.61
2019	226,685,473	8.48
2018	208,966,293	6.95
2017	195,384,837	2.44
2016	190,729,980	--

* Unaudited

[1] Includes receipts from the Simplified Sellers Use Tax (the "SSUT"), which allows sellers of tangible personal property or service in the State of Alabama from inventory or locations outside the State (typically, on-line sellers) to collect, report, and remit a flat 8.0% sales and use tax. For the fiscal year ended September 30, 2021, unaudited SSUT receipts accounted for 3.63% of the $268,438,074 (unaudited) sales and use tax receipts shown above.

The following table shows the allocation and deposit of total sales and use tax receipts levied by and collected for the City (at a total rate of 4.5%) for the fiscal years shown:

Fiscal Year	General Fund	Capital Improvements Fund	2014 Capital Improvement Fund	Total Receipts
2021	$147,774,579*	$66,653,826*	$54,009,669*	$268,438,074*
2020	129,911,237	59,096,942	48,133,575	237,141,754
2019	122,432,577	57,361,880	46,891,016	226,685,473
2018	111,892,511	53,432,614	43,641,168	208,966,293
2017	104,489,438	50,078,215	40,817,184	195,384,837
2016	102,111,909	48,938,824	39,679,247	190,729,980

* Unaudited

By ordinance, the City designates the below special annual appropriations from the gross proceeds of sales and use taxes levied by the City:

(1) For the 3.5% general sales and use tax and 1.75% automotive rates, 18.0% of sales and use taxes are appropriated in the year earned from the General Fund to the Capital Improvements Fund.

(2) For the 3.5% general sales and use tax and 1.75% automotive rates, 14.7% of sales and use taxes are appropriated in the year earned from the General Fund to the Huntsville City Board of Education.

(3) For the 1.0% general sales and use tax rate effective March 1, 2014, 100% of sales and use taxes are reported as revenue in the 2014 Capital Improvement Fund, and earmarked for certain capital and economic development purposes.

There is no express constitutional or statutory maximum on the rates at which sales and use taxes may be levied by the City. Except for limitations concerning the rates at which privilege or business license taxes may be levied on certain types of business (such as banks and insurance companies), there are no express constitutional or statutory limitations upon the rates at which privilege or business license taxes may be levied by the City. The statements made in this paragraph concerning sales and use taxes and privilege or business license taxes are subject, however, to the qualification that, under applicable judicial precedents, none of such taxes may be levied at rates that are confiscatory or "unreasonable".

Licenses and Permits. Under general authority granted to cities and towns in Alabama by the Alabama Legislature, the City levies privilege license taxes on the privilege of engaging in certain businesses and professions within the corporate limits of the City. Most license taxes are computed as a stated amount plus a percentage of gross receipts based on a graduated scale. The following table shows receipts from licenses and permits for the fiscal years shown, and the percentage increase in such receipts over those for the preceding fiscal year:

Fiscal Year	Receipts	Percentage Increase
2021	$36,532,678*	12.4*
2020	32,514,504	10.4
2019	29,448,382	4.4
2018	28,208,646	6.5
2017	26,499,649	6.4
2016	24,901,908	--

* Unaudited

Source: Comprehensive Annual Financial Reports of the City for Fiscal Years 2016-2020. General Fund Statement of Revenues, Expenditures and Changes in Fund Balance (modified accrual basis of accounting).

Tax Increment Financing Districts

From fiscal years 2000 through 2006, the City created five (5) tax increment financing districts as a part of the City's long-range economic development plan. Two of those districts (formerly known as "TIF 1" and "TIF 3" have since been closed and all debt obligations associated therewith have been retired. Remaining from that initial group of tax increment financing districts are "TIF2", "TIF3A" and "TIF4". The City has since created three additional tax increment districts, as follows.

In fiscal year 2010, the City created a tax increment financing district ("TIF5") in connection with the obligations of the City under an Annexation and Development Agreement dated March 25, 2010 (the "Annexation and Development Agreement") between the City and L W Redstone Company, LLC. TIF5 was adopted by the City Council on May 13, 2010, and the Madison County Commission on May 17, 2010.

In fiscal year 2016, the City created a tax increment financing district ("TIF6") in connection with the development of public infrastructure improvements and related work in real property to foster industrial and economic development.

In fiscal year 2018, the City created a tax increment financing direct ("TIF7") with respect to the financing of certain improvements and obligations of the City incident to the development of the North American plant on a site within the City and Limestone County for the manufacture of vehicles by a joint venture between Toyota Motor Corporation and Mazda Motor Corporation. See Appendix A – "CITY OF HUNTSVILLE - CERTAIN DEMOGRAPHIC INFORMATION – Major Economic Activity".

Accordingly, there are six (6) the tax increment districts of the City that are currently open, consisting of TIF2, TIF3A, TIF4, TIF5, TIF6 and TIF7.

REVENUES AND EXPENDITURES

The following table sets forth the audited revenues, expenditures and changes in fund balance for the City for all governmental fund types for the fiscal years ended September 30, 2016, through September 30, 2020, inclusive, which such information has been extracted from the audited financial statements of the City for such fiscal years and should be read in conjunction with the financial statements of the City attached as Appendix C.

	2020	2019	2018	2017	2016
Revenues					
Sales and Use Tax	$237,141,754	$226,685,473	$208,966,293	$195,384,836	$190,729,980
Property Tax	71,077,318	65,167,286	66,083,001	59,517,420	57,850,973
Other taxes	50,507,374	52,525,318	47,796,692	43,907,918	45,465,453
Licenses & permits	32,514,504	29,448,382	28,208,646	26,499,649	24,901,908
Fines & forfeitures	3,382,013	3,507,915	3,826,040	4,003,972	4,466,875
Revenues from money & property	5,316,225	9,717,987	6,972,716	5,299,539	4,919,314
Charges for services	22,274,966	37,161,056	42,349,949	17,993,904	17,333,314
Intergovernmental	20,131,353	17,595,641	11,244,579	18,343,577	32,320,686
Gifts & donations	2,111,362	3,408,869	2,440,644	2,460,757	6,907,406
Other revenues	10,336,324	3,330,072	1,806,477	1,668,794	1,268,490
Total Revenues	454,793,193	448,547,999	419,695,037	375,080,366	386,164,399
Expenditures					
Current					
General government	39,293,215	39,778,460	29,488,028	30,718,856	31,372,454
Public safety	97,451,844	95,034,927	92,865,616	89,362,560	90,332,831
Public services	95,438,193	106,397,516	88,173,064	78,125,664	121,919,036
Urban development	30,623,574	26,419,907	20,403,337	20,658,265	18,328,725
Debt Service					
Principal	40,675,086	37,462,146	37,243,956	209,770,224	28,657,088
Interest	34,881,073	34,041,366	26,716,331	28,179,262	26,167,860
Fiscal charges	469	724	624	507	711
Debt issuance costs	6,500	514,302	1,269,946	1,185,748	723,615
Capital projects construction & outlay	153,287,127	95,846,575	166,255,294	66,860,745	36,777,565
Intergovernmental assistance	31,198,551	34,137,648	29,670,223	52,910,502	49,110,279
Total Expenditures	522,855,632	469,633,571	492,086,420	397,772,332	403,390,164
Excess of revenues over (under) expenditures	(68,062,439)	(21,085,572)	(72,391,383)	(22,691,966)	(17,225,765)
Other financing sources (uses)					
Long-term debt issued	16,582,628	80,078,908	166,609,194	103,482,451	121,175,789
Premium on debt issue	--	17,514,638	27,882,248	10,700,582	27,065,510
Payment to escrow agent	--		(55,291,484)	(71,944,745)	(65,074,549)
Transfers in	107,648,922	85,058,749	77,083,967	72,761,360	48,054,906
Transfers (out)	(114,834,843)	(99,295,656)	(87,800,809)	(75,618,816)	(53,123,863)
Total other financing sources (uses)	9,396,707	83,356,639	128,483,116	39,380,831	78,097,793
Net change in fund balances	(58,665,732)	62,271,067	56,091,733	16,668,865	60,872,028
Fund Balance, Beginning	349,137,549	292,982,886	240,854,290	224,165,425	163,293,397
Prior Period Adjustment	(453,133)	(6,116,404)	(3,963,137)	--	--
Fund Balance, Ending	$290,018,684	$349,137,549	$292,982,886	$240,854,290	$224,165,425

DEBT MANAGEMENT

General

The principal forms of indebtedness that the City is authorized to incur include general obligation bonds, general obligation warrants, general obligation bond anticipation notes, revenue anticipation notes, gasoline tax anticipation warrants, and various revenue anticipation bonds and warrants relating to enterprises. In addition, the City has the power to enter into certain leases which constitute a charge upon the general credit of the City. General obligation warrants, general and special obligation bonds financing street, sidewalk and sewer improvements and supported (wholly or in part) by assessments therefor, certain revenue anticipation bonds and notes and capitalized lease obligations may be issued or incurred without voter approval.

Existing statutes also permit the City, without the approval of the electorate, to enter into certain financing lease arrangements with county and municipal public building authorities with respect to needed municipal buildings and facilities; such lease arrangements are required to be on a year-to-year basis and may be considered as essentially "off-balance sheet" debt. No such financing lease arrangements on the part of the City are now in effect other than the City's lease with the Authority in the table herein below under the caption "Long-Term General Obligation Indebtedness of the City" and the Lease that will be in place between the City and the Authority upon issuance of and in connection with the proposed Series 2022 Bonds being issued by the Authority.

There follows, in the discussion and tables below, various references to the existing City indebtedness. All such references exclude debt for the full retirement of which irrevocable deposits of funds or U.S. Government securities have been made.

Included in the material under section entitled "DEBT MANAGEMENT" are several references to the amount of assessed value of property in the City. The amount stated in each case includes and refers to only City property in Madison County. The City has annexed a substantial amount of land located in neighboring Limestone County, and also has annexed land in Morgan County. The land in Morgan County is not of the size or nature as to be material, at the present time, to the City's overall ad valorem tax collections.

Most of the Limestone County land was agricultural in nature, but in recent years there have been located thereon several industrial projects, including among other the North American plant being constructed for the manufacture of vehicles by a joint venture between Toyota Motor Corporation and Mazda Motor Corporation. See Appendix A – "CITY OF HUNTSVILLE - CERTAIN DEMOGRAPHIC INFORMATION – Major Economic Activity". The land in Limestone County, for the fiscal year most recently ended, is insignificant in relation to the assessed value of the City property in Madison County for the same fiscal year.

Long-Term General Obligation Indebtedness of the City

The City's long-term indebtedness consists of (1) general obligation warrants and bonds, (2) warrants payable solely from revenues of the sanitary sewer system of the City, (3) warrants payable solely from revenues derived from the water system the ("Water System"), electric system (the "Electric System"), and natural gas system (the "Gas System") of the City operated by Huntsville Utilities, and (4) TIF5 Revenue Warrants.

Indebtedness payable from the City's (i) Water System is issued under a Trust Indenture dated as of May 1, 2008, as supplemented and amended (the "Water System Indenture") between the City and The Bank of New York Mellon Trust Company, N.A. ("BONY"), (ii) Electric System is issued under a Trust Indenture dated July 27, 2017, as supplemented and amended (the "Electric System Indenture") between the City and BONY, and (iii) Gas System is issued under a Trust Indenture dated August 1, 2019 (the "Gas System Indenture") between the City and BONY.

General Obligation Warrants and Bonds Obligations. The following table lists the maximum amount of all long-term general obligation bonds and warrants payable by the City following entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

Description	Principal Amount Originally Issued	Principal Outstanding (not in excess of)
Series 2017 Bonds [1]	$46,965,000	$40,585,000
General Obligation Refunding and Capital Improvement Warrants, Series 2012-A	56,305,000	2,445,000
General Obligation Refunding Warrant, Series 2013-A	6,450,000	1,730,000
General Obligation Warrants, Series 2013-B	14,580,000	14,580,000
General Obligation School Warrants, Series 2013-C	77,050,000	7,775,000
General Obligation Warrants, Series 2013-D	24,970,000	2,240,000
General Obligation Warrant, Series 2013-E	6,460,000	815,000
General Obligation Warrants, Series 2014-A	54,110,000	43,980,000
General Obligation Lease Refunding & Capital Improvement Warrants, Series 2014-B	19,345,000	15,640,000
General Obligation School Refunding & Capital Improvement Warrants, Series 2014-C	27,045,000	21,265,000
General Obligation Warrants, Series 2015-A	61,390,000	48,160,000
Taxable General Obligation Warrants, Series 2015-B	8,185,000	7,095,000
General Obligation Warrants, Series 2016-A	35,725,000	32,790,000
General Obligation School Warrants, Series 2016-B	29,890,000	29,890,000
General Obligation Warrants, Series 2016-C	36,030,000	28,535,000
General Obligation School Warrants, Series 2016-D	31,550,000	28,800,000
General Obligation School Warrants, Series 2017-A	17,355,000	15,205,000
General Obligation Warrants, Series 2017-B	8,560,000	6,105,000
Taxable General Obligation Warrants, Series 2017-C	11,045,000	9,440,000
General Obligation Refunding Warrants, Series 2017-D	20,055,000	19,445,000
General Obligation Refunding School Warrants, Series 2017-E	49,195,000	48,335,000
2017 IDB Guaranty Agreement[2]	21,000,000	18,879,994
General Obligation Warrants, Series 2018-A	50,590,000	50,590,000
General Obligation Warrants, Series 2018-B	61,985,000	56,545,000
Taxable General Obligation Warrants, Series 2018-C	5,385,000	5,040,000
General Obligation Warrants, Series 2019-A	77,000,000	71,825,000
General Obligation Warrants, Series 2020-A	34,630,000	29,140,000
General Obligation School Warrants, Series 2020-B	13,265,000	11,670,000
Taxable General Obligation Warrants, Series 2020-C	31,210,000	30,600,000
Taxable General Obligation School Warrants, Series 2020-D	27,610,000	27,495,000
General Obligation Warrant, Series 2020-E	15,047,500	14,249,413
General Obligation Warrant, Series 2021	7,000,000	7,000,000
Series 2021 Bonds[3]	37,000,000	37,000,000
Series 2022 Bonds*	73,705,000	73,705,000
Total	**$1,097,687,500***	**$858,594,407***

[1] Represents principal of the Series 2017 Bonds, which are revenue bond obligations issued by the Authority paid by lease payments made by the City for use of a municipal public safety and corrections facility in the City.

[2] On December 1, 2017, The Industrial Development Board of the City of Huntsville (the "IDB") issued its $21,000,000 Industrial Revenue Bond, Series 2017 (the "2017 IDB Bond") to pay the costs of constructing a manufacturing facility to be owned by the IDB. The initial tenant of the facility is Aerojet Rocketdyne, Inc. ("AR"). Under a lease agreement between the IDB and AR (the "2017 IDB Lease"), AR agreed to make certain lease payments to the IDB including, among others, payments at such times and in such amounts as shall be equal maturing installments of debt service on the 2017 IDB Bond. The 2017 IDB Bond was sold in a private placement to Regions Bank. The City has entered a guaranty agreement to Regions Bank pursuant to which the City has agreed to pay Regions Bank whatever is owed as debt service on the Series 2017 Bond in the event the IDB lacks funds from the 2017 IDB Lease for the same. The 2017 IDB Bond bears interest at a per annum rate of 4.61%, and matures over a period of 21 years.

[3] Represents principal of the Series 2021 Bonds, which are revenue bond obligations issued by the Authority paid by lease payments made by the City for use of a public amphitheater in the City.

Sewer Revenue Warrants. The City has issued warrants payable to the Alabama Water Pollution Control Authority to finance improvements to the City's sanitary sewer system (the "Sewer System"). The City has the following outstanding indebtedness payable to Alabama Water Pollution Control Authority as of February 1, 2022, all of which are payable solely out of the revenues derived from the operation of the Sewer System.

Sewer Revenue Warrant Description	**Principal Outstanding**
Sewer Revenue Warrant, Series 2011-CWSRF-DL	$1,325,000
Sewer Revenue Refunding Warrant, Series 2010D-CWSRF-BL	920,000

Warrants Payable from Water, Electric and Natural Gas System Revenues. The following tables list all outstanding bonds and warrants as of February 1, 2022 of the City payable solely out of revenues from the Water System, Electric System and Gas System of the City, each of which is operated by Huntsville Utilities:

Obligations Payable from Water System Revenues	**Principal Outstanding**
Water Revenue Warrants, Series 2021-A	$ 6,825,000
Taxable Water Revenue Warrants, Series 2021-B	71,010,000
Water Revenue Warrants, Series 2016	7,525,000
Water Revenue Warrants, Series 2015	11,680,000
Subordinated Water Revenue Warrant, Series 2013-DWSRF-DL	120,000
Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL	10,615,000
Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL	15,715,000

Huntsville Utilities also plans to request and cause the City to issue over the next 12 to 18 months limited obligation water revenue warrants to the Alabama Drinking Water Finance Authority ("ADWFA") in the amount of approximately $20,000,000 (the "Anticipated ADWFA Warrants"). The Anticipated ADWFA Warrants are expected to be payable solely from and secured solely by a pledge of revenues from the City's water system on parity of lien with the Subordinated Water Revenue Warrant, Series 2013-DWSRF-DL, Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL, and the Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL, and subordinate to the other obligations payable from water system revenues hereinabove described.

Obligations Payable from Electric System Revenues	**Principal Outstanding**
Electric Revenue Warrants, Series 2017-B	$15,255,000
Electric Revenue Warrants, Series 2017-A	53,490,000

Obligations Payable from Natural Gas System Revenues	**Principal Outstanding**
Taxable Gas System Revenue Warrant, Series 2019-B	$3,565,500
Gas System Revenue Warrant, Series 2019-A	2,658,739

TIF Revenue Warrants. In connection with the obligations of the City under an Annexation and Development Agreement dated March 25, 2010, as amended (the "Annexation and Development Agreement") between the City and L W Redstone Company, LLC ("L W Redstone"), the City from time to time issues to L W Redstone taxable limited obligation revenue warrants (the "TIF5 Revenue Warrants") payable solely out of tax increment revenues generated in connection with TIF5, hereinafter described, in order to pay the costs of various public infrastructure improvements referable to the project described in the Annexation and Development Agreement. TIF5 Revenue Warrants are payable solely out of TIF revenues generated within TIF5, and in that regard do not constitute an indebtedness of the City for purposes of the City's constitutional debt limit. Under the Annexation and Development Agreement, the City may issue up to $76,000,000 of TIF Revenue Warrants. Payment obligations evidenced by the TIF5 Revenue Warrants shall be deemed satisfied and paid in full at maturity to the extent not covered by tax increment revenues generated within the boundary of TIF5 during the term of such obligations. To date, the City has issued thirteen (13) series of limited obligation warrants aggregating in their initial face amount $73,700,000 heretofore defined as "TIF5 Revenue Warrants", leaving up to $2,300,000 in initial principal amount of such warrants available for issuance pursuant to the Annexation and Development Agreement. Outstanding TIF5 Revenue Warrants are payable solely from revenues collected within TIF5.

As permitted under the Annexation and Development Agreement, certain of these TIF5 Revenue Warrants heretofore issued have been subsequently refinanced with general obligation warrants of the City (and, as

permitted by the Annexation and Development Agreement, the City covers debt service on such general obligation warrants with TIF revenues collected within TIF5). These refinancings do not alter or otherwise increase the availability for additional TIF5 Revenue Warrants beyond the $2,300,000 remaining maximum amount stated above.

Future Borrowings. Pursuant to its ten-year Capital Improvement Plan and other initiatives, the City anticipates borrowing approximately $45 million in the next 36 months. These borrowings are anticipated to be made in order to finance additional capital projects expected during 2022 and 2023. In addition, the City may from time to time borrow additional money in connection with various City projects or at the request of the Huntsville School System based on its administration of the School Tax. The City expects to borrow approximately $6.0 million for public school capital improvements within the City.

Payment Record. The City has never defaulted in the payment of debt service on its warrants, bonds or other funded indebtedness, nor has it refunded indebtedness for the purpose of preventing or avoiding such a default.

Legal Debt Margin

The City's constitutional debt limit is an amount equal to twenty percent (20%) of the assessed value of the property therein. However, the following, among other types of indebtedness, are under existing general law not chargeable to the City's constitutional debt limit: obligations issued for the purpose of acquiring, providing or constructing schools, waterworks or sewers; obligations incurred for street or sidewalk improvements where the costs thereof, in whole or in part, are to be assessed against the property abutting such improvements; subject to certain conditions, tax anticipation notes; certain lease obligations; and revenue securities issued for the purpose of extending, enlarging or improving water, electric, gas or sewer systems and payable solely from the revenues of one or more of such systems. Further, by virtue of a constitutional provision applicable only to the City and Madison County, certain general obligation bonds issued for industrial development purposes, which may themselves be issued in an amount up to 20% of the assessed value of the property in the City, are also not chargeable to the generally applicable 20% debt limit. No such general obligation industrial development bonds may be issued, however (except for financing the acquisition of industrial sites), unless the City simultaneously enters into a lease or other similar arrangement providing for net rentals sufficient to pay debt service. The City does not have any such general obligation industrial development bonds outstanding.

The following schedule analyzes the City's estimated constitutional debt margin upon entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

Assessed value (real and personal property); October 1, 2020 real property assessment date[1]	$3,970,072,000
Debt limit (20% of assessed value)	794,014,400
Maximum amount of all direct outstanding debt payable by the City[2]	858,594,407*
Less those portions not chargeable to debt limit:	
Lease revenue bonds of the Authority paid by the City[3]	77,585,000
Series 2018-A Warrants[4]	50,590,000
Series 2022 Bonds*	73,705,000*
Sewer and school purpose direct debt:	
General obligation sewer warrants	34,924,440
Warrants issued for school purposes	200,850,102
Total debt not chargeable to debt limit	437,654,542
Maximum amount of debt chargeable to debt limit	420,939,865
Estimated constitutional debt margin (not less than)	$373,074,535

* Preliminary; subject to change.

[1] The total reported by the Madison County Tax Assessor on the abstract for the city district tax, which is the basis for collection of the 6.5 mill general fund and 6.5 mill special revenue fund tax, along with the total reported by the Limestone County Tax Assessor and the Morgan County Tax Assessor. The most recent assessment date pertinent to this calculation is October 1, 2020.

[2] Includes all general obligation warrant and bond debt service of the City. All other long-term indebtedness of the City, consisting of (i) warrants payable solely from the Sewer System, (ii) warrants payable from the water, electric or natural gas systems of the City

operated by Huntsville Utilities, and (ii) TIF Revenue Warrants payable solely from TIF revenues, are exempt from the constitutional debt limit and, therefore, are excluded from this figure.
(3) The Series 2017 Bonds and the Series 2021 Bonds.
(4) The Series 2018-A Warrants were issued under and in accordance with Amendment 919 to the Constitution of Alabama of 1901, under which the said warrants are exempt from the City's constitutional debt limit.

Direct and Overlapping Tax-Supported Debt

The following schedule reflects the maximum amount of direct and overlapping tax-supported debt of the City upon entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

Direct Debt	Net Direct Debt Outstanding	Percent of Debt Applicable to the City	City's Share of Debt*
General Obligation Bonds and Warrants	$858,594,407	100%	$858,594,407
Overlapping Debt			
Madison County, general obligation debt	$42,254,242(1)	55.5%(1)	$23,451,104
Limestone County, general obligation debt	$13,685,000(2)	4.9%(2)	$670,565
Morgan County, general obligation debt	$19,495,000(3)	0.0%(3)	$0.00
Total			$882,716,076

* Includes all general obligation warrant and bond debt service of the City, as well as debt service referable to the Series 2022 Bonds pursuant to the Lease. All other long-term indebtedness of the City, consisting of (i) warrants payable solely from the Sewer System, (ii) warrants payable from the water, electric and natural gas systems of the City operated by Huntsville Utilities, and (ii) TIF Revenue Warrants are payable from specific enterprise or, in the case of TIF5 Revenue Warrants, similar revenue streams and, therefore, are not included in the calculation of direct debt of the City.
(1) As of October 1, 2021. The Madison County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Madison County (215,572) and the total population of Madison County as of the 2020 federal census (388,153).
(2) Outstanding debt as presented in audited financial statements of Limestone County for the fiscal year ended September 30, 2019. The Limestone County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Limestone County (5,024) and the total population of Limestone County as of the 2020 federal census (103,570).
(3) As of October 1, 2021. The Morgan County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Morgan County (0) and the total population of Morgan County as of the 2020 federal census (123,421).

The following schedule shows the percentage of maximum direct and overlapping tax-supported debt to assessed value per capita in the City following entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority.

Direct general obligation debt	$858,594,407
Overlapping	$24,121,669
Total (direct and overlapping debt)	$882,716,076
Assessed value of property in City (10/01/2020 assessment date)	$3,970,072,000
Ratio of direct debt to City's assessed value	21.63%
Ratio of direct and overlapping debt to City's assessed value	22.23%
Fiscal Year 2021 population of City (estimated by City, July 2021)	220,596

Per capita direct debt	$3,892
Per capita direct and overlapping debt	$4,002

SCHEDULED GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS OF THE CITY

Annual Debt Service Requirements for all General Obligation Warrants and Bonds Payable by the City

The following table reflects the scheduled annual debt service requirements on a fiscal year basis respecting all general obligation warrants and bonds paid by the City, including debt service respecting the Series 2022 Bonds:

Fiscal Year	Existing Fixed Rate Debt[1]	Series 2022 Bonds[2]*	Total Debt Service[2]*
2021	$55,448,481	$1,607,804	$57,056,285
2022	82,234,598	4,741,925	86,976,523
2023	80,669,136	4,742,000	85,411,136
2024	78,120,414	4,743,500	82,863,914
2025	79,371,506	4,742,000	84,113,506
2026	75,004,967	4,742,375	79,747,342
2027	73,484,003	4,744,375	78,228,378
2028	72,719,717	4,742,875	77,462,592
2029	64,279,179	4,742,750	69,021,929
2030	64,921,698	4,743,750	69,665,448
2031	61,721,301	4,740,750	66,462,051
2032	59,919,335	4,743,500	64,662,835
2033	52,454,623	4,741,750	57,196,373
2034	44,678,769	4,740,375	49,419,144
2035	39,161,697	4,744,000	43,905,697
2036	31,994,666	4,742,375	36,737,041
2037	21,050,306	4,745,250	25,795,556
2038	11,541,999	4,742,375	16,284,374
2039	5,400,786	4,743,500	10,144,286
2040	5,407,113	4,743,250	10,150,363
2041	471,088	4,741,375	5,212,463
2042	469,312	4,742,500	5,211,812
2043	466,907	4,741,250	5,208,157
2044	468,873	4,742,250	5,211,123
2045	--	4,745,000	4,745,000
2046	--	4,744,125	4,744,125
2047	--	4,744,250	4,744,250
2048	--	4,740,000	4,740,000
2049	--	4,740,875	4,740,875
2050	--	4,741,250	4,741,250
2051	--	4,740,625	4,740,625
2052	--	4,744,125	4,744,125

[1] Includes: the Series 2012-A Warrants, the Series 2013-A Warrant, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, the Series 2013-E Warrant, the Series 2014-A Warrants, the Series 2014-B Warrants, the Series 2014-C Warrants, the Series 2015-A Warrants, the Series 2015-B Warrants, the Series 2016-A Warrants, the Series 2016-B Warrants, the Series 2016-C Warrants, the Series 2016-D Warrants, the Series 2017-A Warrants, Series 2017-B Warrants, the Series 2017-C Warrants, the Series 2017-D Warrants, the Series 2017-E Warrants, the Series 2018-A Warrants, the Series 2018-B Warrants, the Series 2018-C Warrants, the Series 2019-A Warrants, the Series 2020-A Warrants, the Series 2020-B Warrants, the Series 2020-C Warrants, the Series 2020-D Warrants, the Series 2020-E Warrant, and the Series 2021 Warrant. Also includes annual debt service (assuming renewal of the lease related thereto through final scheduled maturity of the Series 2017 Bonds) on the Series 2017 Bonds,

and annual debt service (assuming renewal of the lease related thereto through final scheduled maturity of the Series 2021 Bonds) on the Series 2021 Bonds.

(2) Assumes renewal by the City of the Lease for the Facility through final scheduled maturity of the Series 2022 Bonds.

* Preliminary; subject to change.

AD VALOREM TAXES

General

The levy and collection of ad valorem taxes in Alabama are subject to the provisions of the Constitution of Alabama of 1901, which limits the ratios at which property may be assessed, specifies the maximum millage rates that may be levied on property and limits total ad valorem taxes on any property in any year. Recent constitutional changes and statutory enactments, summarized below, have caused significant changes in Alabama's ad valorem tax structure.

Classification of Taxable Property

For purposes of ad valorem taxation, all taxable property in Alabama is required under current law to be divided into the following four classes:

Class I	-	All property of utilities used in their business*
Class II	-	All property not otherwise classified*
Class III	-	All agricultural, forest and single family, owner-occupied residential property, and historic buildings and sites
Class IV	-	Private passenger automobiles and pickup trucks

*Under applicable law, railroad property is not considered Class I (utility) property and is instead Class II.

Taxable property designated as "Class III" may, upon the request of the owner of such property, be appraised at its "current use value" rather than its "fair and reasonable market value". "Current use value" was originally defined in a legislative act as the value of such property based on the use being made of it on October 1 of the preceding year, without taking into consideration the "prospective value such property might have if it were put to some other possible use." Amendatory legislation, effective since the beginning of the 1981-82 tax year, extensively revised the formulas and methods to be used in computing the current use property value of agricultural and forest property. However, the original statutory definition, though somewhat modified, remains applicable to residential and historical property. There are exempted from all ad valorem taxes household and kitchen furniture, farm tractors, farming implements when used exclusively in connection with agricultural property, and inventories of goods, wares and merchandise.

Assessment Ratios

The following are the assessment ratios now in effect in the City for purposes of state and local taxation:

Class	I	–	30%
Class	II	–	20
Class	III	–	10
Class	IV	–	15

Although current law provides in effect that with respect to ad valorem taxes levied by the City, the governing body of the City may, subject to the approval of the Legislature and of a majority of the electorate of the City at a special election, and in accordance with criteria established by legislative act, adjust (by increasing or decreasing) the ratio of assessed value of any class of taxable property to its fair and reasonable market value or its current use value (as the case may be), the governing body of the City has not heretofore sought to make any

adjustment of the assessment ratio applicable to any class of taxable property in the City and has no present plans for any such adjustment. The Legislature has no power over the adjustment of assessment ratios pertaining to local taxes except to approve or disapprove an adjustment proposed by a local taxing authority. The assessment ratio applicable to each class of taxable property must in any event be uniform with respect to ad valorem taxes levied by the City.

Current Ad Valorem Tax Rates

Existing law provides that the rate of any ad valorem tax levied by the City may be increased only after the approval of the Alabama Legislature and of a majority of the electorate of the City at a special election. A general constitutional limitation on the total ad valorem taxes (*i.e.*, state, county, municipal, school district, etc.) on any property in any one year to certain percentages of the fair and reasonable market value of such property is by its terms not applicable to property in the City.

The City is located within each of Limestone County, Alabama ("Limestone County"), Madison County, Alabama ("Madison County"), and Morgan County, Alabama ("Morgan County"). Ad valorem taxes on property in the City within each of the aforesaid three counties are currently levied (*i.e.*, for the tax year ending September 30, 2022) as follows:

Limestone County

Levying Entity	**Rates in Mills (Dollars per $1,000 of Assessed Value)**
State of Alabama	6.5
Limestone County:	
General	7.0
Road and Bridge/Public Building	3.5
Hospital	3.0
County-wide School	5.5
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	22.0
Total Mills	59.5

Source: Alabama Department of Revenue

Madison County

Levying Entity	**Rates in Mills (Dollars per $1,000 of Assessed Value)**
State of Alabama	6.5
Madison County:	
General	7.0
Road and Bridge	4.0
County-wide School	5.5
District School	15.5
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	6.5
Total Mills	58.0

Source: Alabama Department of Revenue

Morgan County

Levying Entity	Rates in Mills (Dollars per $1,000 of Assessed Value)
State of Alabama	6.5
Madison County:	
General	7.2
Road and Bridge	3.6
Fire Protection	3.0
County-wide School	5.8
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	10.7
Total Mills	49.8

Source: Alabama Department of Revenue

Homestead Exemption

The governing body of the City is authorized by law to grant a homestead exemption of not exceeding $4,000 in assessed value against any City ad valorem tax except one "earmarked for public school purposes." The City Council has not heretofore granted any such homestead exemption against any of the ad valorem taxes currently levied by the City.

Property Tax Litigation

The validity of the levy, assessment and collection of ad valorem taxes in Alabama have been from time to time the subject of significant litigation in both state and federal courts, which has on occasion resulted in substantial changes in Alabama's property tax system affecting ad valorem tax receipts of the various taxing authorities (including the City). However, no such litigation is, to the City's knowledge, presently pending. The City has not been a party to any such litigation that relates solely to ad valorem taxes levied by the City.

Assessment and Collection

Ad valorem taxes on taxable properties, except motor vehicles and public utility properties, are assessed by the County Tax Assessor and collected by the County Tax Collector. Ad valorem taxes on motor vehicles in the City are assessed and collected by the Madison County License Director, and ad valorem taxes on public utility properties are assessed by the State Department of Revenue and collected by the County Tax Collector.

Ad valorem taxes are due and payable on October 1 and delinquent after December 31 in each year (except for taxes with respect to motor vehicles, which have varying due dates), after which a penalty and interest are required to be charged. If real property taxes are not paid by the March 1 following the due date, a tax sale is required to be held.

Property Re-Evaluation Program

Under existing procedures of the State Department of Revenue, each county in the State is effectively required to carry out a property reappraisal program at least once every five years. The Department of Revenue also annually reviews the appraised values and the fair market values of a representative sample of taxable property in each county in the State. A county property reappraisal program is customarily ordered by the Department of Revenue if such annual review indicates that the appraised value of property in such county has fallen below 85% of its then current fair market value. The current level of property tax collection is dependent on many factors,

including possible taxpayer appeals from increased property assessments. There can be no assurance that the current level of property tax collection will continue.

Assessed Valuations

The City is located mainly within Madison County, but smaller portions of the City exist in Limestone County and Morgan County. Historically, the City presented its assessed values based solely from those portions of the City located in Madison County because the vast majority of the City and its citizens are located in Madison County. However, over the past several years the City experienced substantial industrial and commercial growth and development within Limestone County, and the City has determined to include those portions of the City located within Limestone County and Morgan County, commencing with the 2021 tax year (for which assessments were made on October 1, 2020), when presenting information regarding City assessed values in this Official Statement.

Madison County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Madison County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$4,015,281	$16,919	$350,461	$(578,597)	$3,804,064
2019	3,631,402	17,621	318,648	(385,376)	3,582,295
2018	3,470,746	18,416	295,485	(508,991)	3,275,656
2017	3,217,860	20,906	285,517	(460,143)	3,064,140
2016	3,113,218	21,064	294,537	(486,073)	2,942,746

Limestone County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Limestone County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$532,687	$274	$10,436	$(377,511)	$165,886
2019	199,543	243	8,732	(57,406)	150,752

Morgan County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Morgan County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$256	$0.00	N/A	$(0.00)	$256
2019	257	$0.00	N/A	$(0.00)	257

PENSION AND OTHER POST-EMPLOYMENT BENEFITS

Defined Benefit Pension Plan

The City participates in the Employees' Retirement System of Alabama (the "State System") which is operated by the State of Alabama. Contributions are made by employees and the City to the State System. Membership is compulsory for all employees of the City and the State System acts only in an administrative capacity with respect to the City plan. The information given below respecting the participation of the City in the State System relates only to the administration of the local plan by the State System and should not be interpreted as indicating that the State System is in any way responsible for the funding of any benefits payable to employees of the City.

In general, employees of the City participating in the State System are entitled to the same benefits provided for State employees as though those local employees were State employees having comparable years of covered service. Upon such election, the State System administers the local plan and the rates of contributions to be made by the City are determined by the actuary for the State System. The cost of providing benefits is borne by the City and no part of such cost is paid by the State System.

Employees of Huntsville Utilities are subject to separate contribution rates established by the Water, Electric and Natural Gas Boards, respectively, and the Employees' Retirement System. Funding for such retirement plans is derived from revenues of Huntsville Utilities and not from general funds of the City.

See Note #11 - "Pension Plans" to the audited financial statements of the City attached as Appendix C for more information about the City's participation in the State System and the City's pension plans, pension liability and related information.

Retirement plans for teachers in the City's school system are funded by the State Teachers' Retirement System (the "Teachers' System"), maintained by the State of Alabama. Because the State of Alabama has assumed responsibility for providing retirement plans for public school teachers, the City historically has had no direct responsibility in this area.

Unlike the Teachers' System, the State System does not undertake to fund the retirement plans of participating local governments and acts only in an administrative capacity, and then only upon the election of local governments. The statute permitting such election provides that the "retirement system shall not be liable for the payment of any pensions or other benefits on account of the employees or pensioners of any employers under this section, for which reserves have not been previously created from funds contributed by such employer or its employees for such benefits." The statute further provides that the agreement of the City to contribute to the Employees' System on account of its employees is irrevocable, but should it become financially unable to make the normal and accrued liability contribution, the City would be deemed to be in default under the State System.

Other Post-Employment Benefits

The City provides certain post-retirement health insurance benefits (the "OPEB Plan") to qualifying retired employees (generally, those employees age 55 or older with 25 years of consecutive service or those employees with 30 consecutive years of service, regardless of age).

See Note #12 "Other Post-Employment Benefits (OPEB)" to the audited financial statements of the City attached as Appendix C for more information about the OPEB Plan.

LITIGATION AND OTHER MATTERS

The City is a defendant in various lawsuits, and there are various other claims pending or threatened against the City with respect to which lawsuits may be filed, including several under Section 1983 of Title 42 of the United States Code. The City does not, on account of availability, costs and coverages offered, carry any general or professional liability insurance (though the City does carry general liability insurance for public transit vehicles and drivers). Except as stated in the last paragraph under this heading, in the opinion of the City Attorney, the maximum

probable liability of the City with respect to all the lawsuits and claims that are pending or threatened against the City, taken together, will not have a material adverse effect on the financial condition of the City.

Court decisions have substantially eroded the immunity from tort liability formerly enjoyed by local governmental units in Alabama. However, Chapter 93 of Title 11 of the Code of Alabama 1975, as amended, now prescribes certain maximum limits on the liability of local governmental units (such as the City) for bodily injury, sickness, disease or death sustained by a person and for injury or destruction of tangible property. These limits are presently $100,000 in the case of bodily injury or death of one person in any single occurrence, $300,000 in aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence, and $100,000 in the case of property damage arising out of a single occurrence. Applicable decisions of the Supreme Court of Alabama have upheld the constitutionality of Chapter 93 (although indicating that there is no statutory "aggregate limit" with respect to property damage arising out of a single occurrence comparable to that specified for personal injury or death claims) and have limited the applicability of Chapter 93 to causes of action arising after its effective date, May 23, 1977. While the matter may not be free from doubt, it should be assumed that the liability limitations of Chapter 93 are not applicable to causes of action under Section 1983 of Title 42 of the United States Code.

APPENDIX D
PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY

APPENDIX D
PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY

We have examined certified copies of proceedings and other documents showing the organization under the laws of Alabama of **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE** (herein sometimes called the "Authority"), together with certified copies of proceedings of the Authority and other documents submitted to us pertaining to the issuance and validity of

$_____
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE
Lease Revenue Bonds
Series 2022

(herein called the "Bonds"). We have not examined the title of the Authority to the real property hereinafter referred to, but we have, for purposes of this opinion, assumed that the Authority has good and marketable title to said real property subject only to Permitted Encumbrances (as defined in the Indenture hereinafter referred to and herein called "Permitted Encumbrances"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of said proceedings, documents and said assumption of title.

The documents submitted to us show as follows:

(a) that the Bonds have been issued under and are secured by a Trust Indenture dated the date of the Bonds (herein called the "Indenture"), between the Authority and Regions Bank, as trustee (together with its successors in trust herein called the "Trustee");

(b) that the Authority and the City of Huntsville (herein called the "City") have entered into a Lease Agreement dated the date of the Bonds (herein called the "Lease") wherein the Authority has leased to the City certain real property (herein called the "Real Property") and the city hall facility to be located thereon (herein called the "Facility" and, together with the Real Property, the "Leased Property");

(c) that the Lease provides for the lease of the Leased Property by the City for a current term ending September 30, 2022, and further provides for the renewal of the Lease thereafter, at the sole option of the City, for the successive annual terms coinciding with the fiscal year of the City (such fiscal year being a period of twelve consecutive months beginning on each October 1 and continuing until the next succeeding September 30 and being herein called a "Fiscal Year") until and including the Fiscal Year (or part thereof) during which the Bonds shall be paid in full;

(d) that the Lease provides that, during each Fiscal Year for which it shall be in effect, the City will pay to the Authority certain amounts, including such amount as shall equal debt service on the Bonds coming due in such Fiscal Year, all such payments by the City for each Fiscal Year to be made solely from current revenues of the City for the same Fiscal Year; and

(e) that in the Indenture the Authority has reserved the right to issue Additional Bonds (herein called the "Additional Bonds"), without express limit as to principal amount, on a parity with the Bonds as respects the security afforded by the Indenture, but only upon compliance with the applicable conditions specified in the Indenture.

We are of the following opinion:

(1) that the Authority has been duly organized as and is a validly existing public corporation pursuant to and under the laws of Alabama and has corporate power to issue the Bonds, to execute and deliver the Lease and the Indenture and to perform the agreements on its part contained in each of said instruments;

(2) that the Bonds have been duly authorized, sold, executed, authenticated and issued in the manner provided by the applicable provisions of the constitution and laws of Alabama, are in due and legal form and evidence valid and binding limited obligations of the Authority payable, as to principal, interest and premium (if any), solely out of revenues to be derived by the Authority from the Leased Property, as it may at any time exist;

(3) that the Indenture and the Lease have been duly authorized by the Authority and constitute valid and binding obligations of the Authority;

(4) that payment of the principal of and the interest (and premium, if any) on the Bonds is secured, pro rata and without preference or priority of one over another or of any of the Bonds over any of the Additional Bonds, by the lien of the Indenture and by a valid pledge of payments of Basic Rent, as defined in the Lease, , which the Lease requires the City to pay directly to the Trustee for the benefit of the Bonds;

(5) that, the aforesaid pledge for the benefit of the Bonds is a valid pledge of said revenues;

(6) that the Lease has been duly authorized, executed and delivered on behalf of the City;

(7) that for each Fiscal Year in which it shall be renewed by the City, the Lease will constitute a valid, binding and enforceable agreement of the City, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally; and

(8) that the interest on the Bonds is, under existing statutes, exempt from Alabama income taxation.

We are further of the opinion that, under the Internal Revenue Code of 1986, as amended (herein called the "Code"), as presently construed and administered, and assuming compliance by each of the Authority and the City with its covenants pertaining to certain requirements of federal tax law that are set forth in the proceedings authorizing the issuance of the Bonds and in the tax compliance agreement and certificate executed by the Authority and the City in connection with the Bonds, the interest on the Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Bonds will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. We express no opinion with respect to the federal tax consequences to the recipients of the interest on the Bonds under any provision of the Code not referred to above.

The Indenture provides that in the event the Authority should default in any of the provisions thereof in the manner and for the time therein provided, the Trustee may declare all the bonds secured thereby and then outstanding thereunder forthwith due and payable, and the Trustee shall be entitled to exercise the rights specified in the Indenture. The mortgage lien of the Indenture, however, is not foreclosable, and the remedies available to the Trustee and the holders of the bonds issued under the Indenture will not include foreclosure or sale of the Leased Property or any part thereof.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The rights of the holders of the Bonds and the enforceability thereof and of the Indenture and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The rights of the holders of the Bonds and the enforceability thereof and of the Indenture and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to or update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours very truly,

APPENDIX E
SUMMARY OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX E
SUMMARY OF CONTINUING DISCLOSURE AGREEMENT

General. The following is a summary of the Continuing Disclosure Agreement (the "Agreement") entered into by the City for the benefit of the holders of the Series 2022 Bonds, in order to assist the Underwriter in complying with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission of the United States of America (the "Commission") pursuant to the Securities Exchange Act of 1934. Except where otherwise defined in this Appendix, all capitalized terms have the meaning assigned in the front portion of this Official Statement.

Annual Report of the City. The City agrees, in accordance with the provisions of the Rule, to provide or cause to be provided through EMMA (or such other system as may be subsequently authorized by the MSRB), not later than 270 days after the close of each fiscal year of the City (October 1 – September 30), commencing with the fiscal year ending September 30, 2021, a report (the "City's Annual Report") containing:

(i) the audited general purpose financial statements of the City, prepared in accordance with accounting principles generally accepted in the United States of America, and the notes thereto, and

(ii) if not otherwise contained in the Annual Report, the following information for the fiscal year being reported:

(a) receipts of (i) the 6.5 mill general purpose ad valorem tax levied by the City, (ii) TVA Payments in Lieu of Property Taxes and (iii) Huntsville Utilities Electric Payments in Lieu of Property Taxes, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Property Taxes and Payments in Lieu of Taxes" in APPENDIX C;

(b) collections of sales and use taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Sales and Use Taxes" in APPENDIX C;

(c) collections of privilege license taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Licenses and Permits" in APPENDIX C; and

(d) to the extent available from applicable taxing authorities, the assessed value of real property in the City, or, to the extent actual assessed values are not available, estimated assessed values of such real property, in format substantially similar (with respect to such real property) to the tables shown under the heading "AD VALOREM TAXES – Assessed Valuations" in APPENDIX C.

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of the City's Annual Report, to the extent necessary or appropriate in the judgment of the City; provided, that the City agrees that any such modification will be done in a manner consistent with the Rule.

Notice of Certain Events. The City agrees to provide or cause to be provided, in a timely manner not in excess of ten (10) business days after the occurrence of the event, through EMMA (or such other system subsequently authorized by the MSRB), notice of the occurrence of any of the following events with respect to the Series 2022 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;

7. modifications to rights of security holders, if material;

8. bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2022 Bonds, if material;

11. rating change;

12. bankruptcy, insolvency, receivership or similar event of the obligated person;

13. the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. failure of the City to timely file its Annual Report;

16. incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; or

17. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

Additional Information. The City may from time to time choose to provide other information in addition to the information and notices listed above, but the City does not undertake in the Agreement to commit to provide any such additional information or to update or to continue to provide such additional information or notices once provided.

Amendment; Waiver

The City may amend the Agreement and any provision of the Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not cause the undertakings therein to violate the Rule taking into account any subsequent change in or official interpretation of the Rule.

Beneficiaries and Enforcement

The City agrees that its undertakings pursuant to the Rule set forth in the Agreement are intended to be for the benefit of the holders of the Series 2022 Bonds and shall be enforceable by such holders. No failure by the City to comply with its obligations under the Agreement shall constitute an event of default under the Indenture or under the Lease.

APPENDIX F
BOOK-ENTRY ONLY SYSTEM

APPENDIX F
BOOK-ENTRY ONLY SYSTEM

Portions of the following information concerning The Depository Trust Company ("DTC") and DTC's book-entry system have been obtained from DTC. The Authority and the Underwriter make no representation as to the accuracy of such information. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

Initially, DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Initially, one fully-registered bond certificate for each maturity will be issued for the Series 2022 Bonds, in the aggregate principal amount of the Series 2022 Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Trusteeing Law, a "Trusteeing organization" within the meaning of the New York Trusteeing Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, Trustees, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, Trustees, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. So long as the Series 2022 Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2022 Bonds.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2022 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

As long as the book-entry system is used for the Series 2022 Bonds, redemption notices will be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Series 2022 Bonds, principal, premium, if any, and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, and disbursement of such payments to the Participants or the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Authority or the Trustee. In addition, the Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Under either of such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Authority and the Trustee will have no responsibility or obligation to any securities depository, any Participants in the book-entry system, or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the securities depository or any Participant; (ii) the payment by the securities depository or by any Participant of any amount due to any Participant or Beneficial Owner, respectively, in respect of the principal amount or redemption or purchase price of, or interest on, any of the Series 2022 Bonds; (iii) the delivery of any notice by the securities depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2022 Bonds; or (v) any other action taken by the securities depository or any Participant.

APPENDIX G
AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

APPENDIX H
FORM OF LEASE

APPENDIX I
FORM OF INDENTURE

Exhibit IV
Official Statement

Ratings:
Moody's: Aa1
Standard & Poor's: AA+
(See "RATINGS" herein)

New Issue – Book Entry Only

In the opinion of Bond Counsel to the Authority, assuming continuing compliance by the Authority with the covenants set forth in the Indenture and the proceedings under which the Series 2022 Bonds are issued with respect to certain conditions imposed by Section 103 of the Internal Revenue Code of 1986, as amended, the interest income on the Series 2022 Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes. Bond Counsel to the Authority is also of the opinion that the interest income on the Series 2022 Bonds is, under existing statutes and regulations, exempt from Alabama income taxation. See "TAX MATTERS" herein.

$74,285,000
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE (ALABAMA)
Lease Revenue Bonds
Series 2022

Dated: Date of Delivery

Due: February 1, as shown on the inside cover hereof

SEE INSIDE COVER FOR AMOUNTS, MATURITIES, INTEREST RATES AND YIELDS

Interest on the Series 2022 Bonds is payable on August 1 and February 1 of each year, commencing August 1, 2022. The Series 2022 Bonds will be issued as fully registered bonds in the denominations of $5,000 and any integral multiple thereof. Principal of and any premium on the Series 2022 Bonds will be payable at the corporate trust office of Regions Bank, Birmingham, Alabama, as Trustee under the Indenture hereinafter defined. Interest on the Series 2022 Bonds will be payable by check or draft mailed by the Trustee to the registered owners thereof.

The Series 2022 Bonds are special, limited obligations of The Public Building Authority of the City of Huntsville (the "Authority") payable solely from, and secured by a pledge of, the revenues and receipts derived by the Authority from the leasing by the City of Huntsville (the "City") of the Facility described herein. The Series 2022 Bonds will not constitute an indebtedness of the State of Alabama or of the City, or give rise to a pecuniary liability or charge against the general credit or taxing powers of the State of Alabama or the City. The Authority has no taxing power and no source of payment of the principal of and premium (if any) and interest on the Series 2022 Bonds other than revenues derived from or with respect to the Lease (hereinafter defined) and, in certain cases, proceeds of insurance or condemnation awards respecting the Facility. The Series 2022 Bonds will not be obligations or debts of the City or any other political subdivision or instrumentality of the State of Alabama (other than the Authority to the extent provided in the Indenture), and except for the obligation of the City to pay rentals with respect to the Series 2022 Bonds coming due during the initial term or any renewal term of twelve months for which the Lease shall be in effect, neither the City nor any such political subdivision or instrumentality (other than the Authority to the extent provided in the Indenture) shall in any manner be liable for the payment of the principal of or the interest on the Series 2022 Bonds or for the performance of the undertakings of the Authority contained in the Series 2022 Bonds or in the Indenture.

The Series 2022 Bonds will be issued as fully registered Series 2022 Bonds and will be registered in the name of Cede & Co., nominee of The Depository Trust Company ("DTC"), to which principal and interest payments on the Series 2022 Bonds will be made so long as Cede & Co. is the registered owner of the Series 2022 Bonds. Individual purchases of the Series 2022 Bonds will be made in book-entry form only, and individual purchasers ("Beneficial Owners") of the Series 2022 Bonds will not receive physical delivery of Series 2022 Bond certificates. So long as DTC or its nominee is the registered owner of the Series 2022 Bond, disbursements of such payments to DTC is the responsibility of the Trustee, disbursements of such payment to DTC Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants or Indirect Participants as more fully described herein.

Certain of the Series 2022 Bonds are subject to optional, mandatory and extraordinary redemption prior to maturity as described herein.

THIS COVER PAGE CONTAINS ONLY A SUMMARY OF INFORMATION REGARDING THE SERIES 2022 BONDS. POTENTIAL INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES HERETO, PRIOR TO MAKING AN INVESTMENT DECISION.

The Series 2022 Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of validity thereof by Bradley Arant Boult Cummings LLP, Bond Counsel to the Authority, and certain other conditions. PFM Financial Advisors LLC is serving as Financial Advisor to the Authority and the City. Certain matters will be passed upon for the Underwriters by their counsel, Gilpin Givhan, P.C., Montgomery, Alabama. It is expected that the Series 2022 Bonds in definitive form will be available for delivery through DTC on or about March 3, 2022.

STIFEL PIPER | SANDLER

Dated: February 16, 2022

AMOUNTS, MATURITIES, INTEREST RATES AND YIELDS

$74,285,000
Lease Revenue Bonds
Series 2022

Maturity Date (February 1)	Principal Amount	Interest Rate	Yield	CUSIP[1]
2023	$1,115,000	3.000%	0.960%	447154 EY7
2024	1,155,000	4.000	1.260	447154 EZ4
2025	1,210,000	5.000	1.440	447154 FA8
2026	1,270,000	5.000	1.590	447154 FB6
2027	1,335,000	5.000	1.670	447154 FC4
2028	1,405,000	5.000	1.770	447154 FD2
2029	1,475,000	5.000	1.870	447154 FE0
2030	1,550,000	5.000	1.940	447154 FF7
2031	1,630,000	5.000	1.990	447154 FG5
2032	1,715,000	5.000	2.030	447154 FH3
2033	1,805,000	5.000	2.090	447154 FJ9
2034	1,895,000	5.000	2.140	447154 FK6
2035	1,990,000	5.000	2.160	447154 FL4
2036	2,095,000	5.000	2.180	447154 FM2
2037	2,200,000	5.000	2.200	447154 FN0
2038	2,315,000	5.000	2.220	447154 FP5
2039	2,435,000	5.000	2.240	447154 FQ3
2040	2,560,000	5.000	2.260	447154 FR1
2041	2,690,000	5.000	2.280	447154 FS9
2042	2,830,000	5.000	2.300	447154 FT7

$16,465,000 5.000% Term Series 2022 Bonds due February 1, 2047; Yield 2.430%; CUSIP 447154 FU4
$21,145,000 5.000% Term Series 2022 Bonds due February 1, 2052; Yield 2.510%; CUSIP 447154 FV2

[1] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by the CUSIP Service Bureau, operated by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the Authority and are included solely for the convenience of the registered owners of the Series 2022 Bonds. The Authority and the Underwriter are not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness by the Authority on the Series 2022 Bonds and by the Underwriter on the Series 2022 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2022 Bonds.

THE PUBLIC BUILDING AUTHORITY OF CITY OF HUNTSVILLE

Post Office Box 308
308 Fountain Circle
Huntsville, Alabama 35804-0308
(256) 427-5080

Board of Directors

Mark Russell
Chairman

Bob Broadway
Vice-Chairman

DeMarco McClain
Secretary/Treasurer

Financial Advisor

PFM Financial Advisors LLC
Huntsville, Alabama

Bond Counsel

Bradley Arant Boult Cummings LLP
Birmingham, Alabama

Trustee

Regions Bank
Birmingham, Alabama

Underwriters

Stifel, Nicolaus & Company, Incorporated
Montgomery, Alabama

Piper Sandler & Co.
Birmingham, Alabama

Counsel to Underwriters

Gilpin Givhan, PC
Montgomery, Alabama

Certain information contained in or incorporated by reference in this Official Statement has been obtained by the Authority and the City from DTC and other sources that are deemed reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information by the Underwriter or the Authority or the City. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information and nothing contained in this Official Statement is or shall be relied upon as a promise or representation by the Underwriter. This Official Statement is being used in connection with the sale of securities as referred to herein and may not be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein is correct as of any time subsequent to its date.

No dealer, broker, salesperson or any other person has been authorized by the Authority, the City, or the Underwriter to give any information or to make any representation other than as contained in this Official Statement in connection with the offering described herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than those described on the inside cover page, nor shall there be any offer to sell, solicitation of an offer to buy or sale of such securities in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the registered or beneficial owners of the Series 2022 Bonds.

Any statements made in this Official Statement, including the Appendices, involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized. This Official Statement contains certain forward-looking statements and information based on the Authority's beliefs as well as assumptions made by and information currently available to the Authority.

TABLE OF CONTENTS

INTRODUCTION 4
General 4
The Facility 4
The Lease 4
THE AUTHORITY 5
THE CITY OF HUNTSVILLE 5
THE SERIES 2022 BONDS 5
General 5
Purpose; Scheduled Debt Service 6
Registration and Transfer 6
Discontinuation of Book-Entry Only System 7
Redemption Provisions 8
PLAN OF FINANCING 9
SECURITY 9
ESTIMATED SOURCES AND USES OF PROCEEDS 11
SUMMARY OF CERTAIN PROVISIONS OF THE LEASE 11
Initial Term of Lease; Renewal Terms 11
Rental Provisions 11
Obligations of the City under the Lease 12
Operation, Maintenance, Modification and Insurance of the Facility 12
Damage to or Destruction of Facility 12
Condemnation of Facility 12
Certain Covenants of the City 13
Right of the City to Require Redemption of Series 2022 Bonds 13
Events of and Remedies on Default under the Lease 14
THE INDENTURE 14
CONTINUING DISCLOSURE 14
General 14
Prior Compliance 15
LITIGATION AND OTHER MATTERS 15
RATINGS 16
FEDERAL BANKRUPTCY ACT 16
FINANCIAL ADVISOR 17

UNDERWRITING 17
TAX MATTERS 17
General 17
Certain Collateral Federal Tax Consequences 18
Original Issue Premium 18
Future Tax Legislation 18
Post-Issuance Compliance 18
Series 2022 Bonds are not Bank Qualified 19
No Mandatory Redemption due to Event of Taxability 19
LEGAL MATTERS 19
MISCELLANEOUS 19

APPENDIX A – CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE
APPENDIX B – GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE
APPENDIX C – CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE
APPENDIX D – PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY
APPENDIX E – SUMMARY OF CONTINUING DISCLOSURE AGREEMENT
APPENDIX F – BOOK-ENTRY ONLY SYSTEM
APPENDIX G – AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020
APPENDIX H – FORM OF LEASE
APPENDIX I – FORM OF INDENTURE

OFFICIAL STATEMENT

$74,285,000
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE
Lease Revenue Bonds
Series 2022

INTRODUCTION

General

The purpose of this Official Statement, including the cover page and the appendices hereto, is to set forth information in connection with the offering by The Public Building Authority of the City of Huntsville (the "Authority") of the above-referenced bonds (the "Series 2022 Bonds"), dated their date of initial delivery. The Authority is a public corporation organized and existing under and pursuant to the provisions of Chapter 56 of Title 11 of the Code of Alabama 1975, as amended (the "Act") and a resolution adopted by the governing body of the City of Huntsville, Alabama (the "City").

The Authority is issuing the Series 2022 Bonds to pay a portion of the costs to design, develop, construct, equip and install the Facility hereinafter described and to pay the costs of issuing the Series 2022 Bonds. The Series 2022 Bonds will be issued pursuant to the provisions of the Act and under a Mortgage Indenture and Deed of Trust dated the date of the Series 2022 Bonds (the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee"). The Series 2022 Bonds and any additional parity bonds hereafter issued under the Indenture ("Additional Parity Bonds") are herein from time to time together called the "Bonds." See "THE SERIES 2022 BONDS – Purpose" herein; See also "THE AUTHORITY, THE FACILITY AND THE LEASE" herein.

The Facility

The Series 2022 Bonds are being issued to pay the costs to design, develop, construct, equip and install a new city hall facility, including among other features administrative, storage and parking facilities for use by the City (the "Facility") for lease by the Authority to the City.

The Lease

The Act authorizes the City to lease the Facility from the Authority. Upon issuance of the Series 2022 Bonds, the City and the Authority will enter into a Lease Agreement dated the date of the Series 2022 Bonds (the "Lease") under which the City will lease the Facility from the Authority on a year-to-year basis. The Lease will have an initial term commencing on the date of its delivery and continuing until and including September 30, 2022. The Lease provides that the rental required to be paid and the agreements required to be performed by the City during any fiscal year of the City during which the Lease may be in effect shall be payable solely out of the current revenues of the City for such fiscal year. The financing authorized by the Act and by the proceedings under which the Series 2022 Bonds will be issued is that of a limited obligation of the City payable solely out of the revenues and receipts of the City for the fiscal year during which the Lease is in effect. The Act permits, but does not require, the City to renew the Lease at the beginning of each successive fiscal year of the City. A determination by the City not to renew the Lease for a subsequent fiscal year would result in the City being liable only for the rental required to be paid and agreements performed during the fiscal year during which the Lease was last in effect, such liability to be satisfied solely out of the revenues of the City for the last fiscal year during which the Lease was in effect. See "SECURITY – Lease Term" herein.

Prospective investors in the Series 2022 Bonds should examine the form of the Lease to be entered upon issuance of the Series 2022 Bonds. See also APPENDIX H – "FORM OF THE LEASE" hereto.

THE AUTHORITY

The Authority is a public corporation organized and existing under and pursuant to the provisions of the Act and a resolution adopted by the governing body of the City. The Authority was organized for the purpose of constructing certain public facilities for lease by the Authority to the City. The powers of the Authority are vested in its Board of Directors, consisting of three members elected by the governing body of the City for staggered terms. Each director must be a duly qualified resident of the City, but no director may be an officer of the State of Alabama or of the City.

The following consist of the initial Board of Directors of the Authority:

Name	Title
Mark Russell	Chairman
Bob Broadway	Vice-Chairman
DeMarco McClain	Secretary/Treasurer

The Authority already owns and leases certain facilities to the City. Specifically, the Authority owns and, under a Lease Agreement between the Authority and the City dated September 1, 2007, as supplemented by a First Supplemental Lease Agreement dated October 12, 2017 (the "Public Safety Facility Lease"), leases to the City a municipal court and fire and police administration facility (the "Public Safety Facility"), and the Authority owns and, under a Lease Agreement between the Authority and the City dated March 18, 2021 (the "Amphitheater Lease"), leases to the City, a public amphitheater facility currently under construction (the "Amphitheater").

Under the Public Safety Facility Lease, the City pays the debt service on the Authority's $46,965,000 initial principal amount Lease Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), which were issued to finance and refinance the costs of the Public Safety Facility. Under the Amphitheater Lease, the City pays the debt service on the Authority's $37,000,000 initial principal amount Taxable Lease Revenue Bonds, Series 2021, of the Authority (the "Series 2021 Bonds"), which were issued to finance the costs of the Amphitheater.

The Series 2022 Bonds are not secured by, and holders thereof have no claim to any amounts or other obligations of the City whatsoever under, the Public Safety Facility Lease or the Amphitheater Lease or otherwise in connection with the Public Safety Facility, the Amphitheater, the Series 2017 Bonds, or the Series 2021 Bonds.

THE CITY OF HUNTSVILLE

For information concerning the City of Huntsville, prospective investors in the Series 2022 Bonds are encouraged to review the various appendices to this Official Statement, including without limitation APPENDIX A – "CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE", APPENDIX B – "GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE", APPENDIX C "CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE", AND APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020".

THE SERIES 2022 BONDS

General

The Series 2022 Bonds will be dated the date of their initial issuance, will bear semiannual interest payable on each August 1 and February 1, commencing August 1, 2022, at the rates set forth on the inside of the cover page hereof, and will mature on February 1 in the years and in the principal amounts set forth on said inside cover page. Interest on the Series 2022 Bonds is computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months. The Series 2022 Bonds will be issued as fully registered bonds, registerable as to both principal and interest, in the denominations of $5,000 or any integral multiple thereof. The principal of and premium (if any) on the Series 2022 Bonds will be payable at the designated corporate trust office of the Trustee in Birmingham, Alabama, and the interest on the Series 2022 Bonds will be paid by the Trustee by draft or check mailed to the registered owner as such registered owner's name shall appear on the registry books of the Trustee on the fifteenth (15th) calendar day next preceding any interest payment date. Payments of interest with respect to the Series 2022 Bonds shall be deemed timely made if made by check or draft mailed by the Trustee no later than the respective due dates of such interest.

The principal of and the interest and premium (if any) on the Series 2022 Bonds will be payable in lawful money of the United States of America.

Purpose; Scheduled Debt Service

The Series 2022 Bonds are being issued to pay a portion of the costs of the Facility and to pay costs of issuing the Series 2022 Bonds. See "PLAN OF FINANCING" herein. The scheduled debt service requirements for the Series 2022 Bonds is as follows[(1)]:

Year (February 1)	Principal[(1)]	Interest[(1)]	Total[(1)]
2022	--	$1,513,053	$1,513,053
2023	$1,115,000	3,663,675	4,778,675
2024	1,155,000	3,623,850	4,778,850
2025	1,210,000	3,570,500	4,780,500
2026	1,270,000	3,508,500	4,778,500
2027	1,335,000	3,443,375	4,778,375
2028	1,405,000	3,374,875	4,779,875
2029	1,475,000	3,302,875	4,777,875
2030	1,550,000	3,227,250	4,777,250
2031	1,630,000	3,147,750	4,777,750
2032	1,715,000	3,064,125	4,779,125
2033	1,805,000	2,976,125	4,781,125
2034	1,895,000	2,883,625	4,778,625
2035	1,990,000	2,786,500	4,776,500
2036	2,095,000	2,684,375	4,779,375
2037	2,200,000	2,577,000	4,777,000
2038	2,315,000	2,464,125	4,779,125
2039	2,435,000	2,345,375	4,780,375
2040	2,560,000	2,220,500	4,780,500
2041	2,690,000	2,089,250	4,779,250
2042	2,830,000	1,951,250	4,781,250
2043	2,970,000	1,806,250	4,776,250
2044	3,125,000	1,653,875	4,778,875
2045	3,285,000	1,493,625	4,778,625
2046	3,455,000	1,325,125	4,780,125
2047	3,630,000	1,148,000	4,778,000
2048	3,815,000	961,875	4,776,875
2049	4,015,000	766,125	4,781,125
2050	4,220,000	560,250	4,780,250
2051	4,435,000	343,875	4,778,875
2052	4,660,000	116,500	4,776,500

[(1)] Assumes annual renewal by the City of the Lease through the final estimated maturity date of Series 2022 Bonds.

Registration and Transfer

SO LONG AS DTC ACTS AS THE SECURITIES DEPOSITORY FOR THE SERIES 2022 BONDS ALL REFERENCES HEREIN TO "OWNER" OF "HOLDER" OF THE SERIES 2022 BONDS ARE DEEMED TO BE CEDE & CO., AS NOMINEE FOR DTC, AND NOT TO PARTICIPANTS OR BENEFICIAL OWNERS. SEE APPENDIX F - "BOOK-ENTRY ONLY SYSTEM" HERETO.

The Series 2022 Bonds shall be registered as to both principal and interest and may be transferred only on the registry books of the Trustee pertaining to the Series 2022 Bonds. No transfer of the Series 2022 Bonds shall be permitted except upon presentation and surrender of such Series 2022 Bond at the office of the Trustee with written power to transfer signed by the registered owner thereof in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Trustee. The holder of one or more of the Series 2022 Bonds may, upon request, and upon the surrender to the Trustee of such Series 2022 Bonds, exchange such Series 2022 Bonds for Series 2022 Bonds of other authorized denominations ($5,000 principal amount or any integral multiple thereof) of

the same maturity and interest rate and together aggregating the same principal amount as the Series 2022 Bonds so surrendered. Any registration, transfer and exchange of Series 2022 Bonds at the request of a holder thereof shall be without expense to such holder, except that the holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange. The holder of any Series 2022 Bond will be required to pay any expenses incurred in connection with the replacement of a mutilated, lost or stolen or destroyed Series 2022 Bond.

The Indenture provides that interest on the Series 2022 Bonds shall be payable solely by check or draft mailed by the Trustee to the holders of the Series 2022 Bonds shown on the registry books of the Trustee pertaining to the Series 2022 Bonds on the Record Date (defined in the Indenture as the 15th calendar day next preceding an interest payment date). The Indenture makes special provision for payment of overdue interest which may be paid to a holder other than the registered holder of a Series 2022 Bond at the time such overdue interest becomes due and payable.

The Indenture provides that each holder of the Series 2022 Bonds, by receiving or accepting the Series 2022 Bonds, consents and agrees and is estopped to deny that, insofar as the Authority and the Trustee are concerned, the Series 2022 Bonds may be transferred only in accordance with the provisions of the Indenture. The Indenture also provides that each transferee of the Series 2022 Bonds takes them subject to all principal and interest payments in fact made with respect to the Series 2022 Bonds.

The Indenture provides that the trustee shall not be required to register or transfer any Series 2022 Bond during the period of 15 days next preceding any August 1 or February 1, and if any Series 2022 Bond is called for redemption, the Trustee is not required to register or transfer any such Series 2022 Bond during the period of 45 days next preceding the date fixed for its redemption.

Reference is made to the provisions of the Indenture in full for its provisions pertaining to the registration, transfer and exchange of Series 2022 Bonds and the method of payment of the principal thereof and interest thereon.

Discontinuation of Book-Entry Only System

DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Upon the giving of such notice, the book-entry only system for the Series 2022 Bonds will be discontinued unless a successor securities depository is appointed by the Authority.

In the event that the book-entry only system for the Series 2022 Bonds is discontinued, the following provisions would apply, subject to the further conditions set forth in the Indenture.

The principal of and premium, if any, on the Series 2022 Bonds will be payable when due upon their presentation and surrender at the office of the Trustee in Birmingham, Alabama. Interest payments on the Series 2022 Bonds will be made to the persons who are the registered owners by check or draft mailed to such owners at their addresses as they appear on the registration books of the Trustee.

The Series 2022 Bonds will be transferable only upon presentation to the Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney. Upon the request of the owner of any Bond, the Authority will execute and the Trustee will authenticate and deliver, upon surrender to the Trustee of such Bond and in exchange therefor, as may be requested by the person surrendering such Bond, other Series 2022 Bonds in different authorized denominations ($5,000 or any integral multiple thereof) of like tenor and together aggregating the same principal amount as the then outstanding unpaid principal amount of Bond so surrendered. The Trustee will not be required to register or transfer any Bond during the period beginning January 15 or July 15 next preceding any interest payment date with respect thereto. If any such Bond is called for redemption, the Trustee will not be required to register, transfer or exchange such Bond during the period beginning 45 days next preceding the redemption date with respect thereto.

Redemption Provisions

Optional Redemption. Those of the Series 2022 Bonds maturing or being subject to mandatory redemption on February 1, 2033, and on any date thereafter, will be subject to redemption, at the option of the Authority (which shall be evidenced by the direction of the City) or, while no default by the City exists under the Lease Agreement, at the option of City exercised by the City on behalf of the Authority, as a whole or in part (but if in part only in installments of $5,000 or any integral multiple thereof and in such maturities as the Authority or the City, as the case may be, shall designate, and if less than all the Series 2022 Bonds of a single maturity are to be redeemed, those to be called for redemption shall be selected by the Trustee by lot) on February 1, 2032, and on any date thereafter, such redemption to be at and for a redemption price for each Series 2022 Bond redeemed equal to the par or principal amount to be redeemed plus accrued interest thereon to the redemption date.

Mandatory Redemption. Those of the Series 2022 Bonds having a stated maturity in 2047 will be subject to mandatory redemption on February 1 in the following years and in the following aggregate principal amounts at a redemption price for each such Series 2022 Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption:

Year (February 1)	Amount to be Redeemed
2043	$2,970,000
2044	3,125,000
2045	3,285,000
2046	3,455,000
2047	3,630,000

Those of the Series 2022 Bonds having a stated maturity in 2052 will be subject to mandatory redemption on February 1 in the following years and in the following aggregate principal amounts at a redemption price for each such Series 2022 Bond redeemed equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption:

Year (February 1)	Amount to be Redeemed
2048	$3,815,000
2049	4,015,000
2050	4,220,000
2051	4,435,000
2052	4,660,000

In the event the City or the Authority shall have caused to be partially redeemed Series 2022 Bonds or shall have provided for a partial redemption of Series 2022 Bonds in such a manner that, under the provisions of the Indenture, the Series 2022 Bonds for the redemption of which provision is made are considered as fully paid, the City, on behalf of the Authority, may elect to apply all or any part (but only in integral multiples of $5,000) of the principal amount of such Series 2022 Bonds so redeemed or to be redeemed to the reduction of the principal amount of Series 2022 Bonds required to be redeemed pursuant to the schedule set forth immediately above on any February 1 coterminous with or subsequent to the date such optional redemption actually occurs. Such notice shall be deemed effective only if it is given prior to the Trustee having given notice of redemption contrary to the provisions of such notice pursuant to the provisions of the Indenture.

Extraordinary Redemption. The Series 2022 Bonds will be subject to redemption as a whole only at any time, at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, but only in the event of the taking by eminent domain of all or substantially all the Facility or the exercise by the City of its right under the Lease to require the Authority to redeem and retire all bonds then outstanding under the Indenture, which right shall be exercisable only if (a) any part of the Facility is damaged or destroyed to such extent that, in the opinion of an independent engineer, (i) the Facility cannot reasonably be restored to the condition thereof immediately preceding such damage or destruction within a period of six (6) consecutive months, (ii) the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the sum of the net insurance proceeds referable to such damage or destruction; or (b) title to, or the temporary use of, any part of the Facility is

taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority and such taking or takings result (or, in the opinion of an independent engineer are likely to result) in the City being thereby prevented from using the Facility for a period of not less than six (6) consecutive months; or (c) as a result of any changes in the Constitution of the State of Alabama or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), entered after the contest thereof by the City in good faith, the Lease becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein or unreasonable burdens or excessive liabilities are imposed on the Authority or the City.

Notice of Redemption of Series 2022 Bonds. Notice of the proposed redemption (other than mandatory redemption) of any of the Series 2022 Bonds prior to their respective stated maturities will be given, not more than 60 nor less than 30 days prior to the proposed redemption date, by registered or certified mail to the registered holders of any Series 2022 Bonds called for redemption. If on the applicable redemption date the redemption price of any Series 2022 Bond (or portion thereof) duly called for redemption is on deposit at the principal corporate trust office of the Trustee, such Series 2022 Bond (or portion thereof) will cease to bear interest on such date.

PLAN OF FINANCING

Simultaneously with the issuance of the Series 2022 Bonds, the Authority will deposit the proceeds of the Series 2022 Bonds into a special fund or account designated by the City to be used to construct and build the Facility (the "Construction Fund"). Such proceeds will also be used to pay the costs of issuing the Series 2022 Bonds.

SECURITY

Limited Obligation. The Series 2022 Bonds will be limited obligations of the Authority payable solely from rental income derived by the Authority from the City under the Lease, except to the extent that they may be paid out of income from investments or, under certain circumstances, proceeds of insurance or condemnation awards respecting the Facility. See "THE CITY OF HUNTSVILLE" herein, and other information in this appendix respecting the City. See also APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020" for additional information respecting the City and its finances.

Lease Term. The initial term (the "Initial Term") of the Lease will expire on September 30, 2022. So long as any of the Series 2022 Bonds remain outstanding and unpaid, the City will have the option to renew the Lease for successive terms of one year, commencing on October 1 and ending on September 30 of the next succeeding calendar year, which terms of one year coincide with the fiscal year of the City (any such term being herein called a "Renewal Term"). Neither any provision of the Lease, nor any other action taken by the City in connection with the issuance and sale of the Series 2022 Bonds, obligates the City to renew the Lease for any Renewal Term after the expiration of the Initial Term, or after the expiration of any Renewal Term for which the City may have renewed the Lease, nor obligates the City to make any rental payment or perform any agreement under the Lease with respect to any fiscal year during which the Lease may be in effect except out of the revenues of the City for the same fiscal year.

Subject to the terms of the Indenture, the Authority will, for the benefit of the holders of the Series 2022 Bonds and to secure payment of the principal thereof and the interest and premium (if any) thereon, assign and pledge to the Trustee:

(i) all rents, rentals and other receipts from the Facility, and

(ii) all right, title and interest of the Authority in and to the Lease insofar as such right, title and interest pertain to (a) the obligation of the City with respect to the use, maintenance and preservation of the Facility, and (b) the right to receive and collect all rents and other payments due from the City under the Lease.

As further security for the payment of the principal of and the interest (and premium, if any) on all Bonds issued under the Indenture, the Indenture will constitute a non-foreclosable mortgage on the Facility and the equipment and furnishings forming a part thereof and on the real property on which the Facility is located and all other buildings and

improvements now or hereafter constructed or situated on said real property, subject to "Permitted Encumbrances" (as that term is defined in the Indenture).

The Lease will require the City to pay rent (directly to the Trustee for the account of the Authority) during each fiscal year of the City during which the Lease shall be in effect in an amount sufficient to pay the principal of and interest on the Series 2022 Bonds that will become due during such fiscal year. During the Initial Term, and during each Renewal Term (if any) of the Lease, the obligations of the City to pay rent and to make all other payments provided for in the Lease, and to perform the other agreements on its part contained therein, shall constitute limited obligations of the City payable solely out of the current revenues of the City received during such Initial Term and such Renewal Term (if any), as the case may be.

The Series 2022 Bonds will not be general obligations of the Authority, and the covenants and representations contained in the Series 2022 Bonds and in the Indenture do not and will not constitute a liability or charge against the general credit of the Authority. The Series 2022 Bonds will not be obligations or debts of the City or any other political subdivision or instrumentality of the State of Alabama other than the Authority, and except for the obligation of the City to pay rentals in respect to the Series 2022 Bonds coming due during the Initial Term, or during any Renewal Term for which the Lease shall be in effect, neither the City nor any such political subdivision or instrumentality, other than the Authority, shall in any manner be liable for the payment of the principal of or the interest on the Series 2022 Bonds or for the performance of the undertakings of the Authority contained in the Series 2022 Bonds or in the Indenture.

Additional Parity Bonds. The Indenture authorizes the Authority to issue additional bonds ("Additional Parity Bonds"), secured on a parity of lien with the Series 2022 Bonds and any other Bonds outstanding under the Indenture, for any purpose for which the Authority may issue its bonds under the provisions of the Act. As conditions precedent to the issuance of such Additional Parity Bonds, the Authority will be required to furnish to the Trustee, among other things:

(a) A supplemental indenture authorizing such Additional Parity Bonds and specifying the details with respect thereto;

(b) A certificate signed by the Mayor, the City Clerk or the Finance Director of the City stating that there has been no default in the payment of any amounts required to be paid under the Lease; and

(c) A supplemental lease between the Authority and the City containing the following:

(i) an agreement that such supplemental lease agreement shall be in effect for a primary term beginning on the date of its delivery and ending on the date on which the then current fiscal year of the City will end,

(ii) an agreement by the City to pay, for the current term of the Lease and for each Renewal Term, on or before the first day of each such term, additional, supplemental or changed rent in an amount sufficient to provide for the payment of the principal of and the interest on such Additional Parity Bonds becoming due during each such term, and

(iii) in the event the last maturity of such Additional Parity Bonds is subsequent to the last maturity of the Bonds then outstanding under the Indenture, provisions enabling the City to renew, at its option, the Lease for such additional consecutive one-year Renewal Terms as may be necessary to cause the last of such terms to commence on the February 1 next preceding the last maturity of such Additional Parity Bonds.

Additional Parity Bonds, irrespective of when issued, shall have the same priorities and be entitled to the same security, with respect to both the lien of the Indenture and the pledge of the rentals and other revenues of the Authority from the Facility, as the Series 2022 Bonds.

Prospective investors in the Series 2022 Bonds should examine the form of the Lease to be entered upon issuance of the Series 2022 Bonds. See also APPENDIX H – "FORM OF THE LEASE" hereto.

ESTIMATED SOURCES AND USES OF PROCEEDS

The Authority expects that the proceeds from the sale of the Series 2022 Bonds will be applied substantially as follows:

Sources	
Par amount	$74,285,000.00
Plus Original Issue Premium	16,251,572.85
Total Sources	**$90,536,572.85**
Uses	
Construction of Facility	$90,000,000.00
Costs of Issuance [1]	536,572.85
Total Uses	**$90,536,572.85**

[1] Includes underwriting discount, financial advisory fee, rating agency fees, legal, trustee's, printing and other issuance costs

SUMMARY OF CERTAIN PROVISIONS OF THE LEASE

The following, in addition to certain information hereinabove contained, summarizes certain provisions of the Lease. Prospective investors in the Series 2022 Bonds should carefully examine all terms of the Lease as shown in the form of Lease attached hereto. See APPENDIX H – " FORM OF THE LEASE".

Initial Term of Lease; Renewal Terms

Contemporaneously with the issuance of the Series 2022 Bonds, the City and the Authority will enter into the Lease under which the City will agree to lease the Facility on a year-to-year basis. The Lease will have an initial term commencing on the date of its delivery and continuing until and including September 30, 2022. So long as any of the Series 2022 Bonds remain outstanding and unpaid, the City will have the option (but not be required) to renew the Lease for successive terms of one year commencing on October 1 and ending on September 30 of the next succeeding calendar year (which terms of one year coincide with the fiscal year of the City). Such option shall be deemed to have been exercised and shall be automatically exercised for a fiscal year in any of the following circumstances:

(a) if the City continues in occupancy of the Facility on the first day of such fiscal year;

(b) if, on or prior to the first day of such fiscal year, the governing body of the City shall adopt a resolution electing to exercise such option for such fiscal year; or

(c) if the City elects to pay all or any part of the Basic Rent referable to such fiscal year prior to the commencement thereof.

Neither any provision of the Lease nor any other actions taken by the City in connection with the issuance and sale of the Series 2022 Bonds will obligate the City to renew the Lease for any Renewal Term after the expiration of the Initial Term, or after the expiration of any Renewal Term.

Rental Provisions

General. The Lease requires the City to make, for each fiscal year during which the Lease shall be in effect, rental payments directly to the Trustee for the account of the Authority.

Rent for Renewal Terms. At the beginning of each Renewal Term for which the City may renew the Lease, the Lease will obligate the City to make rental payments with respect to the Series 2022 Bonds in an amount sufficient to provide for the payment of the principal of and the interest on the Series 2022 Bonds due during such Renewal Term. The rent due during each Renewal Term in respect of the Series 2022 Bonds (which rent is herein called the "Basic Rent") shall be an amount which, when added to the amount then on deposit in the Debt Service Fund from whatever source derived, but exclusive of any amount held therein for payment of matured but unpresented bonds and bonds called for redemption and not yet presented, equals:

(a) the principal (if any) that will mature with respect to the Series 2022 Bonds on the next succeeding February 1, and

(b) the interest that will mature on the next succeeding February 1 and August 1.

The Lease will require that the Basic Rent shall be paid directly to the Trustee not later than 15 days prior to each February 1 and August 1.

Other Rent Payments. As additional rental under the Lease, the City will also be obligated to pay directly to the Trustee the fees, charges, expenses and disbursements of the Trustee in connection with the performance of its duties under the Indenture.

Obligations of the City under the Lease

The Lease will provide that the obligations of the City to pay the Basic Rent, to make all other payments provided for in the Lease and to perform and observe the other agreements and covenants on its part therein contained will, during the Initial Term and any Renewal Term for which the Lease may be renewed by the City, constitute limited obligations of the City payable or otherwise dischargeable solely out of the City's current revenues for the fiscal year of the City during which the City becomes obligated to pay or discharge such obligations. The Lease will expressly provide that nothing contained therein shall be construed as imposing upon the City any obligation to pay or otherwise provide for the retirement of the Series 2022 Bonds or to renew the Lease for one or more Renewal Terms.

Operation, Maintenance, Modification and Insurance of the Facility

During the Initial Term and any Renewal Term, under the Lease the City will be solely responsible for the operation, maintenance, upkeep and insuring of the Facility. See APPENDIX H – "FORM OF THE LEASE".

Damage to or Destruction of Facility

The Lease will provide that if the Facility is damaged or destroyed, in whole or in part, the insurance proceeds, up to the amount (together with interest earnings on such amount) necessary to cause the Series 2022 Bonds to be deemed no longer outstanding under the Indenture, shall be paid to the Trustee and that if, in such event, the City is not entitled to exercise its right under the Lease to require the Authority to redeem all bonds outstanding under the Indenture (see "THE SERIES 2022 BONDS" – "Redemption Provisions" and "Extraordinary Redemption" herein), or being so entitled, does not exercise such right, the Authority will cause the property damaged or destroyed to be repaired, rebuilt or restored in accordance with the directions of the City, and the Trustee will apply all insurance proceeds referable thereto for such purposes. The Lease will not obligate the City to pay any costs of such repair, rebuilding or restoration that are in excess of the insurance proceeds available therefor. If the insurance proceeds exceed the costs of such repair, rebuilding or restoration, such excess shall be paid into the Debt Service Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

Condemnation of Facility

The Lease will require that in the event the Facility or any part thereof is taken by eminent domain proceedings, the entire condemnation award shall be paid to the Trustee. If all or substantially all the Facility is taken and the City does not exercise its right under the Lease to require the Authority to redeem all bonds outstanding under the Indenture, the Lease will terminate as of the date the condemning authority enters into possession of the Facility and the Trustee will, under the terms of the Lease and the Indenture, be required to apply the condemnation award to the earliest practicable retirement of the Series 2022 Bonds and any other bonds outstanding under the Indenture, provided that the condemnation award plus all other funds held by the Trustee in the special trust funds created under

the Indenture are sufficient to provide for the retirement of all such bonds. If, however, the total of the condemnation award and the amounts on deposit in such special funds is not sufficient to provide for the retirement of all such bonds, the Trustee will apply such total funds available ratably to principal and interest then due and unpaid. In the event of such a taking of the Facility, the City will not be obligated to provide any funds that may be needed to redeem all bonds of the Authority outstanding under the Indenture. The Lease will provide that if less than all or less than substantially all of the Facility is taken and if the City is not entitled to exercise its right to require the Authority to redeem all bonds outstanding under the Indenture, or being so entitled, does not exercise such right, the Authority will restore or rearrange the Facility in accordance with the directions of the City, and the Trustee will apply the condemnation award to payment of the costs of such restoration or rearrangement. The Lease will not obligate the City to pay any costs of such restoration or rearrangement that are in excess of the condemnation award. If the condemnation award exceeds the costs of such restoration or rearrangement, such excess shall be paid into the Debt Service Fund and applied to the redemption of Bonds on the earliest date on which they are by their terms subject to redemption.

Certain Covenants of the City

General. The City will agree in the Lease (i) that it will not do or permit anything to be done in or about the Facility that will impair or contravene any policies of insurance carried on the Facility against loss or damage, and (ii) that it will, in the use of the Facility, comply with all applicable lawful requirements of all governmental bodies.

Indemnification of Authority. The City will agree in the Lease to indemnify the Authority against loss or damage caused or resulting from any defect in the Facility, and it will further agree to insure any liability for which it shall be obligated to indemnify the Authority; provided, that the City will have no indemnity liability under the Lease unless such liability is fixed during a period in which the Lease is in effect and then only out of current revenues.

Inspection of Facility. The City will agree in the Lease to permit the Authority, the Trustee and their duly authorized agents to inspect the Facility at all reasonable times.

Covenant Not to Acquire, Use or Construct New Facilities Useful for the Purposes for which the Facility is to Be Used. In the Lease, the City will covenant that during any period in which the Series 2022 Bonds are outstanding and the City has not renewed the term of the Lease, the City will not construct any new facilities, or lease any new space, in any building, structure or other facility in or about the City for the same purpose for which the Facility was leased except pursuant to a supplemental Lease Agreement entered into between the City and the Authority pursuant to the provisions of the Indenture. The City currently owns and operates, and leases space within, other facilities in the City in which city hall operations (including, without limitation, headquarter facilities for the operations of Huntsville Utilities and other facilities for the conduct of business and operations of the City) are conducted and, in the future, will be conducted. Anything in the foregoing to the contrary notwithstanding, the City reserves the right to continue the conduct of such business and operations in such other facilities without regard to the Lease, the Indenture, or the Series 2022 Bonds.

Right of the City to Require Redemption of Series 2022 Bonds

The Lease gives the City the right to require the redemption of the Series 2022 Bonds and any other bonds outstanding under the Indenture if any of the following events shall have occurred:

(a) The Facility or any part thereof is damaged or destroyed to such extent that, in the opinion of an independent engineer expressed in a written certificate (such certificate to be filed with the Authority and the Trustee), the property so damaged or destroyed cannot reasonably be restored within a period of six (6) consecutive months to the condition thereof immediately preceding the event causing such damage or destruction, or the City will thereby be prevented, or is likely to be thereby prevented, from using the Facility for a period of not less than six (6) consecutive months, or the cost of restoring the property so damaged or destroyed would exceed the net proceeds of insurance referable to such damage or destruction;

(b) Under the exercise of the power of eminent domain by any governmental authority, (i) title to all or substantially all the Facility is taken, or (ii) the temporary use of all or a part of the Facility or title to part of the Facility is taken, and such taking or takings result (or, in the opinion of an independent engineer expressed in a certificate to be filed with the Authority and the

Trustee, are likely to result) in the City being thereby prevented from using the Facility for a period of not less than six (6) consecutive months; or

(c) As a result of any changes in the Constitution of Alabama or the Constitution of the United States of America or as a result of legislative or administrative action (whether state or Federal) or by final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the City in good faith, the Lease shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties or unreasonable burdens or excessive liabilities shall have been imposed on the Authority or the City.

In order to exercise the right to require the Authority to redeem all bonds outstanding under the Indenture, the City will be required to pay to the Authority an amount which, when added to the total of the amounts then on deposit in the special trust funds created under the Indenture plus the amount of any insurance proceeds or condemnation award in the hands of the Trustee and referable to any damage, destruction or condemnation authorizing the exercise of such right, will be sufficient to pay and redeem (under the extraordinary redemption provisions pertaining to the Series 2022 Bonds and any Additional Parity Bonds hereafter issued) all such outstanding bonds, including, without limitation, principal, premium (if any), accrued interest, expenses of redemption and the Trustee's fees.

Events of and Remedies on Default under the Lease

Under the Lease, default shall mean any one or more of the following events:

(a) Failure by the City to pay the Basic Rent applicable to the Initial Term or any Renewal Term or appropriate funds required to comply with the Lease which failure shall result in moneys on deposit in the Debt Service Fund being insufficient to pay the principal of and interest on the Series 2022 Bonds as the same shall respectively become due and payable;

(b) Failure by the City to observe and perform any covenant or agreement, other than those referred to in clause (a) above, which failure shall have continued for a period of sixty (60) days after written notice, specifying such failure and requiring it to be remedied, has been given the City by the Authority or the Trustee unless (i) the Authority and the Trustee shall agree to an extension of such period prior to its expiration, or (ii) during such period the City shall have commenced and be diligently pursuing action to remedy such failure, or (iii) the City is prevented by *force majeure* (as defined in the Lease) from remedying such failure; or

(c) Failure of the City to appropriate any amounts due under the Lease for any annual term then in effect.

Whenever any event of default shall have happened and be continuing, the Authority and the Trustee (or the Trustee on behalf of the Authority) may take whatever actions at law or in equity may appear necessary or desirable to collect the rent then due, or to enforce any obligation, covenant or agreement of the City under the Lease.

THE INDENTURE

Prospective investors in the Series 2022 Bonds should carefully examine all terms of the Indenture. See APPENDIX I – "FORM OF THE INDENTURE" hereto.

CONTINUING DISCLOSURE

General

The City will be deemed an "Obligated Person" respecting the Series 2022 Bonds for purposes of the Rule (defined below). Contemporaneously with issuance of the Series 2022 Bonds, the City will enter into a Continuing Disclosure Agreement for the benefit of the beneficial owners of the Series 2022 Bonds wherein the City will agree to provide annually certain financial information and operating data relating to the City (the "Annual Report") through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB).

The specific nature of the information to be contained in the Annual Report or the event notices and the other provisions of the Continuing Disclosure Agreement are summarized in Appendix E – "SUMMARY OF CONTINUING DISCLOSURE AGREEMENT" hereto.

Prior Compliance

The City has entered continuing disclosure agreements for various series of obligations of the City and other obligations for which the City is an obligated person for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission of the United States of America (collectively, the "Prior Undertakings"). In these Prior Undertakings, the City agreed to provide, annually, its audited financial statements and certain financial and operating data relating to the City, and to provide notices of the occurrence of certain events specified therein. During the preceding five years, the City failed to comply with the provisions of the Prior Undertakings, as follows:

> During the last five years, the City failed to file its audited financial statements for each of the fiscal years ended September 30, 2016, September 30, 2017, and September 30, 2019 on or before the due dates therefor as provided in the Prior Undertakings, and also did not timely post certain financial information and operating data for each of the fiscal years ended September 30, 2016 through and including September 30, 2019, on or before the due dates therefor as provided in the Prior Undertakings. In addition, the City failed to file certain fiscal year 2016 through 2020 financial information and operating data tables as required in the Prior Undertakings.
>
> The City further failed to properly link its audited financial statements for its fiscal years ended September 30, 2017 and September 30, 2018 to certain CUSIPS included in the Prior Undertakings.
>
> During the last five years the City did not timely file a notice of its failure to file the items described in the preceding paragraphs as required under the Prior Undertakings.
>
> Finally, the City failed to timely file notice of the issuance of a financial obligation in the form of an up to $2.0 million Taxable Limited Obligation TIF Warrant, TIF5 – Series 2020-A, dated April 17, 2020, and of the issuance of a financial obligation in the form of an up to $6.0 million Taxable Limited Obligation TIF Revenue Warrant, TIF-5 – Series 2021-A, dated June 3, 2021.

LITIGATION AND OTHER MATTERS

There is no litigation pending or, to the knowledge of the Authority, threatened, contesting the validity of the Series 2022 Bonds or relating to the organization of the Authority, the right of the Authority to construct or finance the Facility, the incumbency of any of the Authority's officers, or the issuance or sale of the Series 2022 Bonds. Simultaneously with the delivery of the Series 2022 Bonds, the Authority will deliver a certificate to the effect that no such litigation is pending or, to the knowledge of the Authority, threatened.

AUDITED FINANCIAL STATEMENTS OF THE CITY

The financial statements of the City described in the following paragraph are included as an appendix to this Official Statement solely to provide financial information concerning such current revenues of the City for the period described below.

The City's financial statements as of and for the fiscal year of the City ended September 30, 2020, included as APPENDIX G – "AUDITED FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020" to this Official Statement, have been audited by Warren Averett, LLC, Certified Public Accountants, Huntsville, Alabama, as stated in its report dated March 25, 2021, and attached to such financial statements.

Warren Averett, LLC, has not been engaged to perform and has not performed, since the date of its report described above, any procedures on the financial statements addressed in its report and included in this Official Statement. Warren Averett, LLC, also has not performed any procedures relating to this Official Statement.

The City recently conducted a request for proposals (the "RFP") respecting auditing services for the City. As a result of that process, the City has determined to engage Mauldin & Jenkins, CPAs and Advisors, to audit the financial statements of the City (other than financial statements respecting operations of Huntsville Utilities, which were not part of the RFP) commencing with the fiscal year ending September 30, 2021.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P") have assigned underlying ratings of "Aa1" and "AA+", respectively, to the Series 2022 Bonds. Such credit ratings reflect only the view of such credit rating agencies, and an explanation of the significance of such credit ratings may be obtained only from the credit rating agencies furnishing the same. There is no assurance that either such credit rating will remain in effect for any given period of time or that either may not be lowered or withdrawn entirely if, in the judgment of the credit rating agency in question, circumstances should warrant such action. Any such downward revision or withdrawal of any credit rating assigned to the Series 2022 Bonds may have an adverse effect on the market price of the Series 2022 Bonds.

FEDERAL BANKRUPTCY ACT

Under certain conditions, title 11 of the United States Code, 11 U.S.C. §§101 et seq. (the "Bankruptcy Code"), permits a municipality to file a petition for relief in federal bankruptcy court to adjust debts under Chapter 9 of the Bankruptcy Code. Debt adjustment may include restructuring, reduction or other impairment of debt, subject to various conditions and limitations set forth in the Bankruptcy Code. Section 101 of the Bankruptcy Code defines "municipality" to mean a political subdivision, public agency or instrumentality of a State. To be eligible to file a Chapter 9 bankruptcy petition under section 109 of the Bankruptcy Code, a municipality must be "specifically authorized, in its capacity as a municipality or by name, to be a debtor under [Chapter 9], or by a governmental officer or organization empowered by State law to authorize such entity to be a debtor under [Chapter 9]." Section 109 of the Bankruptcy Code imposes additional requirements for a municipality to be eligible to file bankruptcy. Without limitation, the municipality must (a) be insolvent (either unable to pay debts as they come due or generally not paying debts as they come due); (b) desire to effect a debt adjustment plan; and (c) meet certain requirements regarding negotiations with creditors (or certain exceptions to such requirements). Alabama law authorizes municipalities, counties and certain public authorities to file petitions under the Bankruptcy Code. However, there is no legislation currently in effect in Alabama authorizing corporations formed under the Act to file such petitions for relief. Such legislation authorizing public building authorities formed under the Act to file petitions for relief under the Bankruptcy Code may well be enacted by the Legislature of Alabama in the future. The other conditions to eligibility are fact-specific to the time of filing the petition.

Section 922(d) of Chapter 9 of the Bankruptcy Code provides that a bankruptcy petition does not operate as a stay of "application of pledged special revenues" to the payment of indebtedness secured by such revenues in a manner consistent with other provisions of the Bankruptcy Code. Without limitation, Section 928 of the Bankruptcy Code provides that special revenues acquired by the debtor after commencement of a chapter 9 case remain subject to any lien resulting from any security agreement entered into by the debtor before commencement of the case, but further provides that any such lien on special revenues (other than municipal betterment assessments) derived from a project or system shall be subject to "the necessary operating expenses of such project or system." It is not clear whether the pledge of the rentals derived from the Lease made by the Authority for the benefit of the Series 2022 Bonds would constitute "special revenues" as that term is defined in Section 902(2) of the Bankruptcy Code. Moreover, the phrase "application of pledged special revenues" has given rise to arguments that the provisions of Section 922(d) apply only to funds in possession and control of the debtholders, or their trustee. Therefore, it is uncertain whether or not the filing of a Chapter 9 petition would affect application of such rentals for the payment of principal and interest on the Series 2022 Bonds. Similarly, it is uncertain whether Section 928 of the Bankruptcy Code would control the claims of holders of the Series 2022 Bonds with respect to such rentals.

The approving legal opinion of Bond Counsel will contain the customary reservation that the rights of the holders of the Series 2022 Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases. See the proposed form of approving legal opinion set forth in APPENDIX D – "PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY".

FINANCIAL ADVISOR

PFM Financial Advisors LLC, Huntsville, Alabama (the "Financial Advisor") is serving as financial advisor to the Authority and the City in connection with the issuance of the Series 2022 Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2022 Bonds, and provided other advice to the Authority and the City. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2022 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, and is not obligated to review or ensure compliance with the undertaking by the City to provide continuing secondary market disclosure.

UNDERWRITING

The Series 2022 Bonds are being purchased by the Underwriters shown on the cover page of this Official Statement (the "Underwriters") at a purchase price of $90,276,575.35 (which price reflects the original principal amount of the Series 2022 Bonds, plus original issue premium of $16,251,572.85, less an underwriting discount of $259,997.50. The Series 2022 Bonds may be sold and offered to certain dealers (including dealers depositing such bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed from time to time by the said purchaser.

Stifel, Nicolaus & Company, Incorporated ("Stifel"), as one of the underwriters of the Series 2022 Bonds, has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining- Sparks may purchase Series 2022 Bonds from Stifel at the original issue price less a negotiated portion of the selling concession applicable to any Series 2022 Bonds that Vining-Sparks sells.

Piper Sandler & Co. has entered into a Distribution Agreement (the "Piper Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co.") for the retail distribution of certain securities offerings including the Series 2022 Bonds at the original issue prices. Pursuant to the Piper Distribution Agreement, CS&Co. will purchase Series 2022 Bonds from Piper Sandler & Co. at the original issue price less a negotiated portion of the selling concession applicable to any Series 2022 Bonds that CS&Co. sells.

TAX MATTERS

General

In the opinion of Bond Counsel to the Authority, under the Internal Revenue Code of 1986, as amended (the "Code"), as presently construed and administered, and assuming compliance by the Authority with its covenants pertaining to certain requirements of federal tax law that are described herein and set forth in the Indenture and in the Tax Compliance Agreement and Certificate executed by the Authority in connection with the issuance of the Series 2022 Bonds, the interest on the Series 2022 Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Series 2022 Bonds will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code.

Bond Counsel to the Authority expresses no opinion regarding any other federal or any state tax consequences with respect to the Series 2022 Bonds. Bond Counsel to the Authority renders its opinion under existing statutes and court decisions as of the issue date and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel to the Authority expresses no opinion on the effect of any action taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Bond Counsel to the Authority is also of the opinion that interest on the Series 2022 Bonds is exempt from present state income taxation under the laws of the State of Alabama as enacted and construed on the date of issuance of the Series 2022 Bonds.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Series 2022 Bonds. It does not purport to deal with all aspects of federal taxation that may be relevant to a particular owner of a Series 2022 Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2022 Bonds.

Prospective owners of the Series 2022 Bonds should be aware that the ownership of such obligations may result in collateral federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is not included in gross income for federal income tax purposes. Interest on the Series 2022 Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Original Issue Premium

The initial public offering price to be paid for certain of the Series 2022 Bonds (the "Original Issue Premium Bonds") is greater than the principal amount thereof. Under existing law, any owner who has purchased an Original Issue Premium Bond in the initial public offering of the Series 2022 Bonds is required to reduce his basis in such Original Issue Premium Bond by the amount of premium allocable to periods during which he holds such Original Issue Premium Bond, and the amount of premium allocable to each accrual period will be applied to reduce the amount of interest received by the owner during each such period. All owners of Original Issue Premium Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Original Issue Premium Bond and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale, gift or other disposition of such Original Issue Premium Bond.

Future Tax Legislation

There can be no assurance that additional legislation will not be introduced or enacted after issuance and delivery of the Series 2022 Bonds so as to cause interest on the Series 2022 Bonds to be or become included in gross income for purposes of federal income taxation or to impose additional requirements as a condition to the exclusion of such interest from gross income, nor that the introduction or enactment of any such legislation will not adversely affect the marketability of the Series 2022 Bonds.

Post-Issuance Compliance

The tax-exempt status of the Series 2022 Bonds could be affected by post-issuance events. Various requirements of the Code must be observed or satisfied after the issuance of the Series 2022 Bonds in order for such interest to remain excludable from gross income of the holders thereof. These requirements include restrictions on use of the proceeds of the Series 2022 Bonds, use of the facilities financed by the Series 2022 Bonds, investment of proceeds of the Series 2022 Bonds, and the rebate of so-called excess arbitrage earnings. The Authority is primarily responsible for such compliance, and a failure to comply could result in the inclusion of interest on the Series 2022 Bonds in gross income retroactive to the date of issuance of the Series 2022 Bonds.

Likewise, the Internal Revenue Service (the "IRS") conducts an audit program to examine compliance with the requirements applicable to tax-exempt obligations. If the Series 2022 Bonds become the subject of an audit, under current IRS procedures, the Authority would be treated as the taxpayer in the initial stages of the audit, and the owners of the Series 2022 Bonds would have limited rights to participate in the audit process. The initiation of an audit with respect to the Series 2022 Bonds could adversely affect the market value and liquidity of the Series 2022 Bonds, even though no final determination about the tax-exempt status would have been made. If an audit were to result in a final determination that the Series 2022 Bonds do not qualify as tax-exempt obligations, such a determination could be retroactive in effect to the date of issuance of the Series 2022 Bonds.

Series 2022 Bonds are not Bank Qualified

The Series 2022 Bonds have not been designated as "qualified tax-exempt obligations" under Section 265 of the Code.

No Mandatory Redemption due to Event of Taxability

The Indenture does not provide for mandatory redemption of the Series 2022 Bonds or payment of any additional interest or penalty if a determination is made that the Series 2022 Bonds do not comply with the existing requirements of the Code or if a subsequent change in law adversely affects the tax-exempt status of the Series 2022 Bonds or the economic benefit of investing in the Series 2022 Bonds.

LEGAL MATTERS

The legality and validity of the Series 2022 Bonds will be approved by Bradley Arant Boult Cummings LLP, Bond Counsel to the Authority, whose approving opinion will be in substantially the form attached hereto as Appendix D – "PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY". Bond Counsel's participation in connection with the issuance of the Series 2022 Bonds is limited to the preparation of certain legal documents and supporting certificates, to a review of the transcript of proceedings by which the Series 2022 Bonds have been authorized to be issued and to the issuance of an approving opinion in substantially the form set forth in Appendix D hereto.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of such statements will be realized.

References herein to legislative acts are intended to be only brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof.

The execution and delivery of this Official Statement on behalf of the Authority and the distribution and use thereof by the Underwriter for the purpose of making a public offering of the Series 2022 Bonds have been duly authorized by the Authority.

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE

By: /s/ Mark Russell
Chairman of its Board of Directors

APPENDIX A
CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE

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CERTAIN ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE CITY OF HUNTSVILLE

General Information

The City of Huntsville (the "City"), the county seat of Madison County (the "County"), was incorporated in 1811 and is one of the oldest incorporated municipalities in the State of Alabama (the "State"). Centrally situated in the Tennessee River Valley of north Alabama (the Tennessee River being the southern boundary of Madison County), the City is located approximately 95 miles north of Birmingham, approximately 103 miles south of Nashville, Tennessee, and approximately 180 miles northwest of Atlanta, Georgia.

The City is the central economic base of the State's second largest Metropolitan Statistical Area ("MSA") and is the economic engine for the Northern Alabama and Southern Tennessee region. The eight counties adjoining Huntsville/Madison County form a thriving regional market.

Initially, the City prospered as a commercial center in an agricultural area and grew from the manufacture of cotton goods, flour, shoes, lumber, pumps and other products. During World War II, the construction of two arsenals -- Huntsville and Redstone -- gave the City new military and strategic importance as a principal manufacturing site of chemical artillery shells and explosives. Although arsenal activities were sharply curtailed during the immediate postwar period, in 1950 the U.S. Army transferred its missile experts, including the late Dr. Werner Von Braun and a team of German rocket scientists, to the City.

Following the successful launching of a Jupiter C missile in 1958, the U.S. Army's missile program and the Marshall Space Flight Center for the newly-created National Aeronautics and Space Administration were located in the City. As a result, the City experienced a rapid influx of population during the decades of the 1950's and 1960's. Beginning in the mid -1960s, cutbacks in the space program slowed growth in Huntsville. However, the 1980 Census showed that the City maintained strong economic indicators and a youthful, well-educated labor force. As the City's economy began to diversify in the 1980's, recovery was swift.

Since the space race of the 1960's, Huntsville has well over doubled in population and quadrupled in square miles. The past three decades have seen significant growth in population increasing by more than 95,000 residents. The City's population grew by approximately 9.7% between 1980 and 1990. During this same time, the Huntsville MSA grew by approximately 20.6%, reflecting additional growth in the immediate vicinity of the City. According to the 2000 Census, the City's population was 156,216 and the Huntsville MSA (Madison County and Limestone County) was 343,798, indicating a 10.4% increase in growth within and around Huntsville during this time. According to the 2010 Census, the City's population was 180,105 and the Huntsville MSA was 419,431, indicating a 20.1% increase in growth from 2000 to 2010. Based on the 2020 U.S. Census Bureau estimates, Huntsville is now the most populous city in Alabama. The total population for the City of Huntsville as of August 12, 2021 was 215,006, which is an increase of 19.4% from the 2010 Census total of 180,105. The Huntsville MSA was 491,723 according to the 2020 Census Bureau estimates which ranks it second behind the Birmingham MSA. Since 2000, Huntsville has added 58,790 people.

Population Characteristics.

Income, education, and employment levels are all substantially higher in Huntsville than in the state of Alabama and compare favorably to national and regional indices. The Huntsville economy is one of the strongest economies in the Southeast, marked by low unemployment, steady job growth, and income levels that regularly lead the region. Huntsville compares favorably in numerous categories to some of the leading cities in the Southeast and Southwest United States. The local unemployment rate continues to remain below state and national figures. A growing employment rate, while the population is growing, is a positive sign for local business conditions. The median family income of Huntsville residents still exceeds national and state figures.

Annual Unemployment Rate

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	7.0%	3.4%	3.3%	3.2%	3.0%	2.7%	6.2
Charlotte, NC	11.7	5.4	4.8	4.3	3.8	3.5	7.3
Durham, NC	8.1	4.9	4.5	4.0	3.5	3.3	6.1
Huntsville, AL	**8.6**	**5.5**	**5.2**	**4.0**	**3.5**	**2.6**	**4.6**
Raleigh, NC	8.6	4.8	4.4	4.0	3.5	3.4	6.4
State of Alabama	10.5	6.1	5.9	4.6	3.9	3.0	5.9
United States	9.6	5.3	4.9	4.4	3.9	3.7	8.1

Source: Bureau of Labor Statistics, Local Area Unemployment Statistics as of April 16, 2021

Total Employment

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	785,600	963,300	1,000,900	1,034,900	1,075,600	1,118,000	1,086,100
Charlotte, NC	954,200	1,111,900	1,150,000	1,179,800	1,208,100	1,238,200	1,190,700
Durham, NC	270,700	301,800	310,100	315,300	321,300	328,400	315,400
Huntsville, AL	**210,000**	**222,400**	**227,700**	**232,700**	**238,700**	**245,200**	**240,900**
Raleigh, NC	500,100	576,300	595,600	612,400	630,200	645,900	624,100
State of Alabama	1,890,300	1,971,200	1,997,000	2,018,700	2,044,800	2,074,800	1,986,100
United States	130,362,000	141,825,000	144,336,000	146,608,000	148,908,000	150,905,000	142,185,000

Source: Bureau of Labor Statistics, Current Employment Statistics, Total Nonfarm Employment (place of work), not seasonally adjusted, as of April 28, 2021

Effective Buying Income

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$42,416	$52,519	$56,163	$56,849	$63,191	$65,950	69,001
Charlotte, NC	43,190	44,772	45,353	47,143	49,3979	55,207	56,503
Durham, NC	39,488	44,374	46,092	45,477	49,272	50,933	55,588
Huntsville, AL	**39,012**	**49,455**	**48,821**	**50,569**	**52,968**	**54,391**	**56,279**
Raleigh, NC	43,455	50,655	52,141	53,352	57,962	63,501	66,090
State of Alabama	34,387	39,074	39,749	40,466	42,756	43,671	45,649
United States	43,252	45,448	46,738	48,043	50,735	52,133	55,303

Source: Nielson/Claritas Survey of Buying Power/Median Household Effective Buying Income

Mean Annual Wage

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$46,130	$49,560	$50,830	51,840	53,810	55,190	57,830
Charlotte, NC	44,630	48,370	49,600	50,150	51,000	52,150	55,330
Durham, NC	53,220	56,980	57,850	59,340	59,940	61,220	64,430
Huntsville, AL	**48,080**	**52,620**	**52,960**	**53,600**	**55,630**	**55,980**	**58,730**
Raleigh, NC	44,810	48,590	50,410	51,390	52,580	54,850	56,720
State of Alabama	38,590	41,920	42,510	43,170	44,790	44,930	46,840
United States	44,410	48,320	49,630	50,620	51,960	53,490	56,310

Source: Bureau of Labor Statistics, May 2020 Occupational Employment Statistics released on March 31, 2021.

Per Capita Personal Income by Metropolitan Area

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	$32,862	$52,657	$53,419	$57,183	$60,764	$62,460	$64,913
Charlotte, NC	30,996	46,759	48,074	50,312	52,232	54,086	56,682
Durham, NC	31,215	47,508	48,999	50,889	52,243	54,408	56,703
Huntsville, AL	**28,672**	**45,388**	**46,592**	**48,017**	**50,044**	**52,208**	**55,126**
Raleigh, NC	34,450	50,309	51,412	52,735	56,139	58,147	60,884
State of Alabama	33,696	38,030	39,231	40,973	42,240	44,145	46,479
United States	40,278	48,112	49,571	51,910	54,098	56,047	59,510

Source: Bureau of Economic Analysis, Table SA1-3 and CA1-3 Personal Income Summary, last updated November 16, 2021.

The U.S. Department of Housing and Urban Development estimates that the median family income of families in the United States for 2021 is $79,900, for families in Alabama is $66,700, and for families in the Huntsville MSA is $82,900.

Professional & Business Service Employment

MSA	2010	2015	2016	2017	2018	2019	2020
Austin, TX	113,100	162,600	171,000	177,600	187,700	198,000	199,300
Charlotte, NC	145,700	188,800	197,900	203,500	206,700	212,700	207,700
Durham, NC	35,300	39,200	41,700	42,700	44,800	45,500	46,100
Huntsville, AL	**49,200**	**52,000**	**54,300**	**55,500**	**57,400**	**60,000**	**60,800**
Raleigh, NC	85,700	109,900	112,500	115,500	120,200	124,100	125,400
Alabama	209,500	229,100	233,600	239,100	245,100	251,100	242,000
United States	16,728,000	19,695,000	20,114,000	20,508,000	20,950,000	21,274,000	20,246,000

Source: Bureau of Labor Statistics, Current Employment Statistics as of January 2021

Population Characteristics

According to the 2010 Federal Decennial Census 2019 population estimates, the City is both the largest municipality in Madison County and the second largest municipality in the State, surpassing the City of Mobile in 2016 and the City of Montgomery in 2018. Madison County is the third largest county in the State as well. The following table depicts the history of population growth in Madison County, the City of Huntsville, and the Huntsville MSA since 1980. The Huntsville Metro area includes Madison, Limestone and Morgan Counties.

Population Growth

Census	Madison County	City of Huntsville	Huntsville Metro Area (MSA)
1980	196,966	145,604	242,971
1990	238,912	159,789	293,047
2000	276,700	156,216	343,798
2010	336,138	180,924	419,279
2011*	340,111	182,354	425,480
2012*	343,080	183,463	429,876
2013*	346,892	185,662	435,275
2014*	350,299	187,506	440,212
2015*	353,089	189,975	444,373
2016*	356,967	191,956	449,232
2017*	361,046	194,585	455,448
2018*	367,004	198,125	455,448
2019*	372,909	200,574	466,377
2020*	388,153	215,006*	491,723

* U.S. Census Bureau estimates

Source: U.S. Census Bureau (www.census.gov) as of August 12, 2021

Major Economic Activity

Huntsville has experienced a rapid population rise in the last two decades. With multiple established economic cornerstones in our community like Redstone Arsenal, Huntsville Hospital, and NASA Marshall Space Flight Center, the City remains poised to continue strong growth in all economic sectors. The growth brings financial stimulus and added revenues as well as increased need for public services provided by the City. However, within the opportunities and challenges, the City has seen financial stability through sound fiscal policy, conservative fiscal practices and strong economic activities.

The City not only brought industry, federal funding and commercial employers to the area, but worked to raise the standard quality of life. Recreation and transportation projects which attracted people to live in the City, were prioritized, which caused population expansion in the area, increasing revenue and creating energy that drives economic expansion.

Economic Diversification. Federally funded space and defense programs have a significant impact on the Huntsville region. However, economic analysts for local organizations such as the Huntsville/Madison County Chamber of Commerce and the Alabama State Employment Service point to the increasing shares of trade and services employment as indications that the economy has become more diversified. In addition, the education and technical skills associated with the space and defense programs in the region have been applied in the private sector, as evidenced by the success of numerous high-technology firms that originated in Huntsville. Such firms include: Sanmina/SCI Systems, a Fortune 500 computer manufacturer established in Huntsville in 1961; Intergraph Corporation, a computer graphics firm established in Huntsville in 1969; Nichols Research Corporation, a diversified computer services firm established in 1976 which later merged with Computer Sciences Corporation in 1999; ADTRAN, Inc., a telecommunications firm founded in 1985; Avocent, a leading provider of KVM switching and remote access devices which was acquired in 2010 by Emerson; Dynetics, an information technology company providing services to the U.S. Government and others since 1974, headquartered in Huntsville; Digium, Inc., established in 1999 and headquartered in Huntsville, which created, owns and is the innovative force behind Asterisk, the most widely used open-source telephony software in the world; Nektar Therapeutics, with headquarters in San Francisco and locations in Huntsville and India, a clinical-stage biopharmaceutical company developing a pipeline of drug candidates that utilize its PEGylation and polymer conjugate technology platforms, which are designed to improve the benefits of drugs for patients; and DIATHERIX Laboratories, Inc., headquartered in Huntsville, which provides clinical laboratory services on a multiplexing platform for the detection of infectious diseases.

HudsonAlpha Institute for Biotechnology is a nonprofit institute dedicated to innovating in the field of genomic technology and sciences across a spectrum of biological problems. HudsonAlpha has a four-fold mission of conducting genomics-based research to improve human health and well-being; implementing genomic medicine, sparking economic development; and providing educational outreach to nurture the next generation of biotech researchers and entrepreneurs, as well as to create a biotech literate public. Since opening in 2008, HudsonAlpha, under the leadership of Dr. Richard M. Myers —a key collaborator on the Human Genome Project — has built a name for itself in genetics and genomics research and biotech education.

HudsonAlpha's 270,000 square-foot facility is the cornerstone of the 152-acre Cummings Research Park Biotechnology Campus. Currently, 35 biotechnology businesses reside within the nonprofit institute on the campus and together these organizations employ over 700 individuals. This synergistic cluster of life sciences talent promises collaborative innovation to turn knowledge and ideas into commercial products and services for improving human life and strengthening Alabama's progressively diverse economy. The biotech campus currently features three other facilities: the Jackson Center, a full-service conference facility, 701 McMillian Way, which provides an additional 88,000 square feet of lab and office space, and the Paul Propst Center, totaling more than 100,000 square feet and houses the institute's growing education and research programs and its growing biotech companies. McMillian Park, the central green space connecting current facilities and future growth, boasts intertwining walkways that create a double-helix — the structure of DNA and the path to understanding living organisms. Two water features and hundreds of plantings are also contained in the park.

Since the world first learned of a new coronavirus infection, HudsonAlpha Institute for Biotechnology Faculty Investigators and Associate Companies that call the biotech campus home have pivoted some of their efforts to battle COVID-19. At the outset of the COVID-19 pandemic, companies residing on HudsonAlpha's biotech campus increased laboratory testing capacity and launched point-of-care testing diagnostics and are working tirelessly to produce neutralizing monoclonal antibodies to treat COVID-19 disease symptoms by blocking its viral entry into our cells. Through a project led by the Centers for Disease Control and Prevention, HudsonAlpha is also sequencing the viral genome from people who have been affected by the disease in an effort to monitor the spread and mutation

of the virus. Projects studying the transmission of the virus through the air in enclosed areas, and the detection of dead viral particles in wastewater to monitor pending outbreaks in a community are among some of the environmental monitoring projects ongoing on HudsonAlpha's campus.

In May of 2021 an expansion was announced which will consist of two facilities: the global headquarters for Discovery Life Sciences, and new state-of-the-art laboratory and greenhouse space for HudsonAlpha's Center for Plant Science and Sustainable Agriculture. DLS is an international market leader in biospecimen analysis, procurement, and distribution for the pharmaceutical, biotechnology, and diagnostics industries. This global headquarters will consist of 90,000 square feet and house DLS's research and development, laboratory and business operations. The Center for Plant Science and Sustainable Agriculture will add 13,000 square feet of lab and greenhouse space and will be able to propagate and grow research plants here to improve existing crops and develop new uses for plants.

The following table depicts some of the major industrial job growth for previously announced new and expanding companies in Huntsville/Madison County for the period 2005 to 2020. It is interesting to note the continued diversification of the local employment base and that only four of the largest announced developments from 2005-2020 were by federal contractors.

Announced New and Expanding Industry

Year	Total New Jobs	Total New Investment	Largest Single Development
2005	7,017	685,849,435	Hudson-Alpha Inst. Biotech.
2006	3,188	175,350,000	Verizon Wireless
2007	4,181	115,860,000	International Diesel of AL
2008	3,811	96,093,846	BASF Catalysts
2009	2,027	219,290,000	Toyota Motor Manuf. of AL
2010	2,901	152,886,089	Raytheon Company
2011	1,956	133,428,000	Boeing Company
2012	1,189	231,077,749	Toyota Motor Manuf. of AL.
2013	1,603	266,545,020	Toyota Motor Manuf. of AL
2014	3,423	323,067,000	Toyota Motor Manuf. of AL
2015	3,546	413,094,000	GE Aviation
2016	2,000	259,201,083	Boeing Company
2017	2,554	600,579,820	Blue Origin
2018	4,666	2,582,293,941	Mazda Toyota Manuf. USA
2019	450	1,829,875,000	Toyota Motor Manuf. of AL
2020	852	1,009,422,692	Mazda Toyota Manuf. USA
2021	1,297	345,740,380	Amazon

Source: Huntsville Chamber of Commerce/Economic Development/New & Expanding Industry

High Technology/Industrial Activity. Research and industrial parks are the center of much of the high-technology and manufacturing activity within or near the city of Huntsville. Those parks include Cummings Research Park ("CRP"), Chase Industrial Park, Jetplex Industrial Park (on Airport property), Lowe Industrial Park, Chelsea Industrial Park, Thornton Research Park, Gateway Research Park, North Huntsville Industrial Park, SouthPoint Industrial Park and Triana Industrial Park. The 3,800-acre Cummings Research Park is the second largest research park in the country and the fourth largest in the world. It is one of the world's leading science and technology business parks, with a mixture of Fortune 500 companies, local and international high-tech enterprises, U.S. space and defense agencies, thriving business incubators and competitive higher-education institutions. CRP is the home of more than 300 companies, more than 26,000 employees and 13,500 students. This collection of technical expertise gives the Huntsville community the highest concentration of engineers in the country and is vital to supporting major Department of Defense and NASA contract programs and commercial technology applications. The University of Alabama in Huntsville is also located in the park and is annually ranked among the highest technology research universities in the U.S. The unique synergy of academia, government and industry working together on a global scale makes the Huntsville community a premier technology center of excellence for aerospace and defense research and development.

The Jetplex Industrial Park (JIP) includes 4,000 acres of which approximately 2,800 acres are currently available for development. From this strategic Southeastern location, the Jetplex Industrial Park offers a rare combination of air, rail, and truck transportation. The Park is divided into six sections allowing for various types of

economic development opportunities ranging from warehousing/ distribution, office, aviation/aerospace, and light manufacturing/assembly. Major industrial park tenants include The Boeing Company, LG Electronics, Navistar, Northrop Grumman, Yulista Management Services, and SESI. The Jetplex Industrial Park houses more than 70 companies representing seven different countries in a variety of industries.

Source: Huntsville-Madison County Airport Authority, Marketing

In February 2014, Remington Outdoor Company, Inc., a parent and affiliate of Remington Arms Company, LLC (collectively, "Remington") announced that it would expand with a new manufacturing facility in Huntsville. Among other incentives, the City and other local entities provided approximately $12.5 million to purchase and convey to Remington an approximately 840,000 square foot manufacturing facility near the Huntsville International Airport in the Jetplex Industrial Park (the "Facility") to lure the company to North Alabama.

The plant opened in 2015 with over 300 employees. It was originally expected and agreed that Remington would create roughly 2,000 jobs at the facility by 2021.

Carrying a heavy debt load and enduring an industry-wide slump in gun sales, Remington sought bankruptcy protection in March 2018 while continuing operations. Two months later, Remington converted more than $775 million in debt into equity, turning over ownership of Remington Outdoor Company, Inc. to its lenders. In November 2018, the City struck a new arrangement with Remington to maintain at least 415 employees with the stipulation that it hit its goal of 1,868 employees in 2023. Remington never met the revised employment targets, and pursuant to the development agreement and other instruments under which the City provided the Facility Incentives, Remington owes $12.5 million, plus interest and other fees and charges, in recapture payments to the City. These obligations are secured by a first-priority mortgage in favor of the City on the Facility.

On July 28, 2020, Remington filed a petition for Chapter 11 restructuring in the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court"). In its filings, Remington attributed insufficient financial liquidity, an inability to satisfy covenants owed to its lenders, and operational challenges arising from the COVID-19 pandemic as reasons for the filing. Remington further acknowledged its indebtedness to the City in the amount of $12,500,000 secured by a first-priority mortgage on the Facility. At a status conference before the Bankruptcy Court on July 28, 2020, lawyers for Remington advised the Bankruptcy Court that Remington and its affiliated debtors were actively marketing all of their operations for sale on a going concern basis and had engaged investment bankers and other advisors to assist with the sale process. On July 23, 2021 the City announced it had fully recovered incentives used to lure Remington to the City via the sale of Remington's 800,000 square foot facility.

Lowe Industrial Park, Chase Industrial Park and Thornton Research Park house a number of companies including PPG, Technicolor and BASF. North Huntsville Industrial Park received an AdvantageSite designation in February 2017 and has seen a significant uptick in activity. In addition, the SouthPoint Industrial Park was designed for companies that support the Redstone Arsenal, Army Contracting Command; NASA's Marshall Space Flight Center; and the Southern Automotive corridor.

Toyota Motor Manufacturing Alabama (TMMAL) is the only Toyota plant globally to produce four-cylinder, V-6 and V-8r for the Sequoia SUV and Tundra. The plant's total annual engine capacity is more than 900,000. With more than 1,800 team members and investments totaling more than $1.2 billion, TMMAL has made a substantial impact on North Alabama for almost 18 years. Toyota announced the Huntsville facility in 2001 and broke ground later that same year. The first Toyota V-8 engine ever made outside of Japan came off the line at TMMAL in 2003. In 2017, TMMAL assembled its 5 millionth engine. In October 2021 Toyota announced its fifth expansion, a $288 million investment which added a new twin-turbo V6 engine line that also added 450 jobs at the Huntsville plant. The hiring spree boosted the plant's total employment to 1,800.

Source: Toyota, External Affairs

In January 2015, Polaris Industries announced plans to build a 600,000-square-foot plant on a 453-acre site located within the Huntsville city limits in Limestone County. Polaris specializes in all-terrain vehicles (ATVs), the Polaris RANGER® and RZR® side-by-side vehicles, snowmobiles, motorcycles and on-road electric/hybrid powered vehicles. Production on the $142 million plant was completed in 2016 It is anticipated that Polaris will employ up to 2,000 people at full production and will be the model of all of Polaris' production facilities.

In 2017, Google Fiber brought its services to Huntsville, making it just the 10th US City to receive the service. Google Fiber is the first of possibly many ISPs to lease excess dark fiber on a Huntsville Utilities-constructed network.

Construction of the Huntsville Utilities network was complete in 2019. The community is now focused on implementing small cell technology into the right of way to enable greater cellular network coverage and eventually 5G. The community has permitted more than 50 small cell sites.

Aerojet Rocketdyne announced in 2017 the establishment of the company's Advanced Hydrocarbon Propulsion Development Office (AHPDO) in Huntsville. The facility will focus on delivering a 21st century advanced hydrocarbon rocket engine to the nation and the integration of the company's ongoing hydrocarbon technology and development efforts. The California-based company that is building the propulsion engines for the SLS deep space rocket, will bring more than 700 jobs to Huntsville. The new Aerojet Rocketdyne headquarters will be located in Cummings Research Park while the 122,000 square foot advanced manufacturing facility will be in the North Huntsville Industrial Park. Construction on the manufacturing facility began in December 2017 while the headquarters construction began in January 2018. The plant began production in 2019.

The German auto parts manufacturer BOCAR built a new plant in North Alabama and is hiring 300 high-tech workers to supply parts for regional automobile manufacturers. BOCAR is considered a Tier 1 auto parts supplier and uses advanced manufacturing techniques to build parts such as intake manifolds, oil pans and oil pumps for a variety of automobile companies. Work on the 330,880 sq. ft. plant started in spring 2018 on a site adjacent to I-65 near I-565 in the part of Huntsville located in Limestone County. Production began in 2020.

Blue Origin opened its 200,000 square foot state-of-the art production facility in Cummings Research Park to manufacture its BE-4 engine. Blue Origin will employ up to 342 people in this new facility. The company will make approximately $200 million in capital investment in the state. It will also perform testing of the Huntsville-built engines at the historic Test Stand 4670, where the Saturn V rocket from the Apollo program was tested.

On January 10, 2018, Japanese automobile manufacturers Toyota Motor Corporation and Mazda Motor Corporation announced a new North American plant for the manufacture of vehicles pursuant to a $1.6 billion joint venture between the two companies on a site within the City and Limestone County. Full-scale construction began in 2018, and when fully operational in 2022, the plant is expected to employ 4,000 people. It will have the capacity to produce 150,000 units of a Mazda crossover model to be introduced to the North American market and 150,000 units of Toyota SUV. Since announcing its original plans, the joint venture has expanded the scope of the project to a total investment of $2.4 billion. Several suppliers are located onsite and adjacent, which are expected to create more than 2,000 jobs in the region.

BAE Systems, the third-largest defense contractor in the world, has opened a new $45.5 million facility in Huntsville including a new 83,000 square foot manufacturing and office facility in Cummings Research Park. It will provide workspace for more than 200 high-tech employees by the end of 2021. The company plans to design, develop and build precision munitions and aircraft survivability technology. BAE announced the expansion in 2018 as an opportunity to establish a close working relationship with the U.S. Army and Redstone Arsenal and attract key local talent to develop and deliver important new capabilities to its customers.

Other areas with existing projects include downtown Huntsville (more than 400 apartment units planned, four hotels, 375,000 square foot surgical and medical tower, and a recently-opened 1500 person capacity music hall), south Huntsville (250 units of multifamily housing, nine acres of retail development, and 400 single family homes), north Huntsville (redevelopment of a closed high school into a community/recreation center with indoor climbing wall, gym, and more than 100 single family homes, as well as a $750M Facebook Data Center (see below) and the recently completed, Aerojet Rocketdyne Rocket Shop), and historic west Huntsville, which was awarded a U.S. Housing and Urban Development Choice Neighborhood Planning Grant.

Facebook, the social media giant, unveiled plans in June 2018 for a $750 million center in Huntsville. The first two buildings of the Facebook Data Center in Huntsville went online Sept. 15, 2021. Construction is continuing on other buildings that will be part of the $1 billion campus. Once all six buildings are online, more than 200 people are expected to be working at the data center.

Retail. While high technology research and manufacturing continue to dominate Huntsville's economy, retailing has been steadily growing in recent years. This is especially significant since Huntsville derives a significant portion of its operating budget from sales tax collections. A major factor in this growth is Huntsville's above-average per capita and median family incomes. This healthy buying power has attracted many national retailers to the area.

After breaking ground in 2012, the $100 million Twickenham Square lodging/living/retail/office space development on the old Council Courts housing project is fully operational on a site near Huntsville Hospital. The

development is anchored by a 33,500-square foot Publix supermarket, a 101-room Homewood Suites hotel, a 246-loft apartment building and a 110,000-square foot, five-story office tower, Twickenham Place. Homewood Suites hotel was the first business to open at Twickenham Square, followed by Publix, which opened in May 2014. The city built a nearly $10 million, 920-space parking garage adjacent to the development. Bryant Bank opened a new bank in the summer of 2017 adjacent to the development in a 32,000 sq ft newly constructed building. Twickenham Square is also home to Ruth's Chris Steakhouse, H&R Block, 9Round Boxing Studio, FirstBank and Huntsville Hospital's clinical laboratory, which is in the top ten largest clinical labs in the country.

Cabela's completed construction and opened for business in fall of 2015 in an 80,000-square-foot superstore at the $80 million mixed-use development, Parkside Town Centre, near the intersection of Interstate 565 and Research Park Boulevard. It is the first Cabela's store in Alabama and one of only a handful in the Southeast. The store employs approximately 180 full and part time employees from the area. Parkside Town Centre includes 300,000 square feet of various commercial, retail and related enterprises and is meant to complement its neighbor, Bridge Street Town Centre.

After breaking ground in 2014 the Shops at Merchants Walk is now complete. Merchants Walk is a $50 million 100,000 square foot shopping development. Anchored by Whole Foods Market, the Shops at Merchants Walk also hosts Mountain High Outfitters, Orangetheory Fitness, Lululemon Athletica and Farm Burger. A handful of other stores opened in late 2016, including the fashion and gift store Envy, Xtend Barre, The Masters salon, Amazing Lash Studio, Spa Sydell, Local Taco and Maki Fresh Casual Asian Cuisine. The Shops at Merchants Walk is expected to generate approximately $58.75 million in new sales taxes and $1.4 million in property taxes over the next 25 years and is expected to create additional commercial development in the area as the City seeks to redevelop its Parkway Corridor (the major north-south thoroughfare).

Across the street from Merchants Walk is Merchants Square, a $40 million 41,000 square foot development hosting fine retail options and new-to-market dining. Already leased are Chuy's, a Mexican restaurant; Ulta Beauty; Char, an upscale steak house; The Brass Tap Craft Beer Bar, Hand and Stone Massage and Facial Spa, among other retail offerings. The Merchants Square property was annexed into the City of Huntsville in 2017, allowing the city to collect property, sales and business taxes. The city agreed in January 2017 to spend $3 million on a new 300-unit parking deck at Merchants Square, which is expected to generate $19 million in tax dollars over the next 20 years.

In June 2016, work began on a $70 million mixed-use project called CityCentre at Big Spring. It will take over the now demolished Holiday Inn site near Big Spring International Park and Von Braun Center in downtown Huntsville. The project will feature two hotels, 270 multi-family units and an artisanal food hall inspired by Ponce City Market and Krog Street in Atlanta, Eataly in Chicago and The Source in Denver. Phase I will included a 150-unit new-to-market AC Hotel, a six-story Marriott hotel. It will also include a rooftop deck for the public and hotel patrons, 31,000 square feet of retail stores and restaurants, 53,000 square feet of office loft space and 270 multi-family apartments. This will be the 10th AC Marriott in the world, the first in Alabama, which are all custom-designed for their specific location. The AC Hotel began accepting reservations in April of 2019. Phase II will represent a $30 million investment with a 100-key urban hotel and 50,000 square feet of mixed-commercial and office loft space. The addition of these 250 units will bring the city one-step closer to its goal of attaining 1,000 rooms in the downtown area.

Sealy Property Development recently opened a $35 million five-story development, called The Avenue, featuring 197 upscale lofts and 21,000 square feet of street-level retail and restaurant space on a former parking lot at the corner of Jefferson Street and Holmes Avenue in downtown Huntsville across from the federal courthouse. The Avenue offers a resort-style swimming pool, 400-vehicle parking garage and large sidewalks to encourage outdoor dining and pedestrian walking. The Avenue lofts are now fully occupied and commercial spaces began opening in phases in 2017.

In 2016, work began on a mixed-use project called MidCity, a $350 million development that will not only serve as a civic and commercial hub, but an iconic new mixed-use environment located on a 100-acre site at the intersection of Research Park Boulevard and University Drive in the midst of Cummings Research Park and just minutes from downtown. MidCity is amenity-rich, walkable, mixed use development replacing a declining regional mall. Phase I includes hotels (120-room aloft, 130-room Hotel Indigo, and an additional property to be announced), multiple restaurants, 500 multifamily units, 100,000 square feet of office space, and family and culture entertainment such as TopGolf, Dave and Busters, and outdoor event venue, the Camp, several of which are already open. When completed, MidCity will include a total of 345,000 square feet of specialty retail, at least 200,000 square feet of high-tech office space, a wide range of inspired dining options, a 150 room boutique hotel and 900 amenity-rich residential units. At least 70 percent of the businesses at MidCity will be new-to-market. MidCity Park, a 38-acre

public park with an 8,500-seat community amphitheater, will eventually feature a lake and kayak center, bike and running trails, and an outdoor recreation retailer is also slated to open soon.

National Aeronautics and Space Administration. For six decades, NASA and its partners have relied on the experience, capabilities, and state-of-the-art facilities at the Marshall Space Flight Center to solve spaceflight's most complex and technical problems.

Marshall is one of NASA's largest field centers, with nearly 6,000 employees and an annual budget of approximately $2.8 billion. Marshall also manages NASA's Michoud Assembly Facility in New Orleans, offering state-of-the-art manufacturing, fabrication and welding capabilities with more than 3,500 employees, including government and contractor employees and commercial tenants.

Today, Marshall is developing NASA's advanced, heavy-lift Space Launch System to loft Artemis missions back to the Moon and to destinations across the solar system. The Marshall workforce is also leading the development, testing and delivery of human-rated landers to descend to the Moon's surface for NASA's Human Landing System Program.

From inside the Payload Operations Integration Center, the Marshall team coordinates and integrates all scientific and commercial experiments on the International Space Station, as well as Earth-to-station science communications, 24 hours a day, 365 days a year.

Marshall space scientists conduct scientific research, design, and development in support of NASA exploration missions, while our Earth scientists use satellite data to tackle global challenges such as climate variability, weather prediction, and natural disaster response. For more information about these and other Marshall capabilities, please view the NASA Marshall Fact Sheet.

Source: Marshall Space Flight Center Office of Stakeholder Relations

Military. Since the early 1950s, Huntsville, Alabama has been one of the United States' principal centers for space and defense technology. Home to the work of Dr. Werner von Braun and America's rocket development programs, the Huntsville community and Redstone Arsenal became the location of choice for the country's best and brightest aerospace engineers and scientists during the 1960s. Rocket City USA, as the region was known, gave original meaning to the term "rocket science".

Today, Redstone Arsenal is a diverse federal campus for more than 60 major federal agencies and organizations providing the highest level of technology development for national defense and space exploration. Army commands manage key logistics, missile and aviation programs while NASA's Marshall Space Flight Center is responsible for large components of America's space program. Roughly half of the Army's weapons procurement budget is managed on Redstone Arsenal, including all US Army aviation systems, missile systems and missile defense systems. With a renewed emphasis on technological modernization, Redstone Arsenal tenant organizations are poised for new missions. As part of the Army Futures Command, Redstone Arsenal organizations are taking a lead on two primary focus areas: Future Vertical Lift and Air & Missile Defense.

Other federal agencies perform a wide variety of intelligence and homeland defense functions on Redstone. Cummings Research Park, one of the country's original and largest science and technology parks, is home to many of the 300+ national and international aerospace and defense contractors that call Huntsville home.

There is a significant military presence in Huntsville/Madison County. As of November 2021, Redstone employed some 37,500 DOD civilians and contractor employees and 850 active military personnel (this does not include construction workers on base). Activities in the area involve a number of different organizations including:

> *U.S. Army Materiel Command* (AMC) is an Army Major Command responsible for materiel readiness including technology, acquisition support, materiel development, logistics power projection and sustainment. The Command's missions range from development of sophisticated weapon systems and cutting-edge research to maintenance and distribution of spare parts and supplies to US Army units located around the globe. If a soldier shoots it, drives it, flies it, wears it, communicates with it, or eats it, AMC provides it.
>
> *U.S. Army Space & Missile Defense Command* (SMDC) is responsible for developing the Army's missile defense systems including support of space and ground-based midcourse

defense and assuring the Army's access to and utilization of space assets in the execution of their mission.

U.S. Army Aviation & Missile Command (AMCOM) provides support to joint warfighters and allies to ensure aviation and missile system readiness for combat operations. The Command is responsible for the development, acquisition and fielding of aviation and missile systems and the integration of aviation and missile technology. AMCOM develops, acquires, fields and sustains aviation, missile and unmanned vehicle systems, ensuring readiness with a seamless transition to combat operations.

U.S. Army Security Assistance Command (USASAC) is responsible for managing security assistance programs and Foreign Military Sales (FMS) for the Army. USASAC is known as the "Army's Face to the World" because it serves as the primary entry point for US Army materiel and service related FMS requirements.

Army Contracting Command (ACC) supports the warfighter worldwide through the acquisition of equipment, supplies and services vital to the soldier's mission and well-being. The Command Headquarters relocated to Redstone Arsenal in 2011.

Expeditionary Contracting Command (ECC) is responsible for expeditionary contracting across all military operations for Army Service Component Commanders and the Joint Warfighter and support to Army and other joint operations as well as other defense organizations outside the continental United States.

Program Executive Office – Aviation (PEO AVN) is the Army manager responsible for providing overall direction and guidance for the development, acquisition, testing, product improvement and fielding of Army aviation programs of record including the Apache Attack Helicopter, Cargo Helicopter, Utility Helicopter, Non-Standard Rotary Wing Aircraft, Fixed Wing Aircraft, Aviation Systems, Unmanned Aircraft System and Armed Scout Helicopter.

Program Executive Office – Missiles & Space (PEO M&S) provides centralized management for all Army tactical and air defense missile programs and selected Army space programs. The PEO was established in January 2005 with the merger of the PEO Air, Space and Missile Defense and the PEO Tactical Missiles.

U.S. Army Combat Capabilities Development Command Aviation & Missile Center is the Army's focal point for providing research, development and engineering technology and services for aviation and missile platforms. CCDC Aviation & Missile Center manages and conducts research, exploratory and advanced development, and provides one-stop lifecycle engineering and scientific support for aviation and missile systems and UAV platforms.

Redstone Test Center (RTC) was created through the merger of the Redstone Technical Test Center (RTTC) and the Aviation Technical test Center (ATTC) in 2010. RTC specializes in line-of-sight missile and rocket testing, guidance system testing, optical and electro optical systems, air-armament component tests and electromagnetic environmental effects testing of aircraft systems. RTC is the designated DOD lighting effects tester for explosive ordnance and munitions. RTC also tests and certifies all modifications to the Army aviation fleet.

U.S. Army Garrison (USAG) Redstone, executes daily operations effectively and efficiently with a qualified and professional workforce. The focus of its workforce is the continued viability and sustainability of the installation, achieved through deliberate strategic planning and appropriate execution of services and programs. The Garrison strives for excellence every day to make certain its tenant organizations can execute their peacetime and wartime missions without concern for any interruption in home-station support.

2nd Recruiting Brigade conducts recruiting operations for non-prior and prior service recruits for the Active Army and Army Reserves in several states across the Southeast, Puerto Rico and the Virgin Islands. The brigade is supported by numerous recruiting battalions and recruiting companies and partners with a wide range of colleges, ROTC programs, high schools, and vocational trade schools.

Fox Army Health Center (FAHC) is part of the Southern Regional Medical Command which provides access to quality and cost-effective primary care for patients while maintaining a state of readiness for mobilization. FAHC provides many types of services for Redstone, including direct healthcare, public health and education, occupational medicine and industrial hygiene.

Logistics Support Activity (LOGSA) supports Army operations through timely and integrated life cycle logistics information, knowledge and expertise. LOGSA maintains the Army's official single authoritative logistics data repository. LOGSA provides critical logistics information capabilities through analytical tools and business intelligence solutions to effectively acquire, manage, equip, and sustain the materiel requirements of the U.S. Army.

Missile Defense Agency (MDA) is the Department of Defense agency that facilitates the research, development, acquisition and integration of multi-service capabilities into seamless theater and national missile defense systems.

Defense Intelligence Agency – Missile & Space Intelligence Center (MSIC), is an intelligence organization charged with producing scientific and technological intelligence on adversary surface-to-air missiles and ballistic missile systems and directed energy systems. This intelligence includes characteristics, capabilities and limitations of foreign military systems.

U. S. Army Engineering and Support Center, Huntsville, is a specialized agency of the U.S. Corps of Engineers. The Huntsville Center manages national programs that have a broad scope, require standardization across corps of engineers boundaries, or are otherwise complex in nature.

FBI Terrorist Explosive Device Analytical Center (TEDAC), was formally established in 2003 and moved to Huntsville in 2015 to serve as the single interagency organization to receive, fully analyze, and exploit all terrorist improvised explosive devices, or IEDs, of interest to the United States. TEDAC coordinates the efforts of the entire government, from law enforcement to intelligence to military, to gather and share intelligence about these devices—helping to disarm and disrupt IEDs, link them to their makers, and, most importantly, prevent future attacks. To date, TEDAC has received tens of thousands of IED submissions, primarily from Iraq and Afghanistan.

Source: Redstone Arsenal Public Affairs Office; www.garrison.redstonearmy.mil

BRAC. There have been five previous rounds of Base Realignment and Closure (BRAC) – a congressionally approved process for consolidating military infrastructure. Redstone Arsenal has consistently gained significant roles, missions and personnel through this process.

The 2005 BRAC relocated the Army Materiel Command's headquarters to Redstone Arsenal from Fort Belvoir, Va., along with more than 1,350 AMC positions and the AMC commander, a four-star command which is the first for Alabama. In 2010, leaders with Redstone Arsenal and the city of Huntsville were presented the designs for Redstone Gateway, a 468-acre development that accommodates growth on Redstone Arsenal and from new defense contractors relocating as a result of BRAC 2005. The land is owned by the U.S. Government and is under a long-term master lease to the developers through the Enhanced Use Lease (EUL) program. Through this master lease, the joint venture will work closely with Redstone Arsenal to create a business park that will total approximately 4.6 million square feet of office and retail space as well as hotel amenities when completed. TownePlace Suites by Marriot, a 120-room hotel at Redstone Gateway, opened in early 2016. Approximately 4.4 million square feet of Class A office space will be built in three phases, with three to six story buildings containing 80,000 to 165,000 square feet, of which 1.2 million square feet will be secured office space. Several office buildings have been fully leased to companies such as The Boeing Company and DRS Technologies, and several more are currently under development.

Raytheon opened a state-of-the-art missile production facility on Redstone Arsenal in November 2012, creating an estimated 300 new jobs. Raytheon already employs about 600 people in Huntsville. The company plans to assemble and test the Standard Missile-3 and Standard Missile-6 at a 70,000 square-foot facility. Those programs are managed by the Missile Defense Agency at Redstone Arsenal. Huntsville is the only Raytheon location that

includes all six of the company's primary business units: Integrated Defense Systems, Intelligence and Information Systems, Missile Systems, Network Centric Systems, Technical Services, and Space and Airborne Systems.

Source: Chamber of Commerce Huntsville/Madison County, COPT Properties, and AL.COM

New Missions to Redstone Arsenal

While Redstone Arsenal has seen growth from BRAC, most recent growth has come from outside that process. Redstone Arsenal was selected as the preferred headquarters for the U.S. Space Command, the newest combined combatant command. The headquarters will bring roughly 1,600 direct jobs to Redstone. The Department of the Air Force conducted both virtual and on-site visits to assess which of six candidate locations would be best suited to host the U.S. Space Command Headquarters based on quantitative and qualitative factors related to mission, infrastructure capacity, community support and costs to the Department of Defense. The project is expected to be complete in six years and positions Huntsville to be a leader in national security space.

The growth of the Federal Bureau of Investigation (the "FBI") has also been significant. The FBI is currently undergoing significant capital projects for specialized facilities at Redstone Arsenal serving, essentially, as a second headquarters. In addition to much of the back office work, expertise in cyber security, data analytics, innovation, and training for agents will occur on its Redstone Arsenal campus. The FBI is currently building a sprawling, college-like campus on Redstone Arsenal, part of a multi-year effort to expand its presence at Redstone Arsenal. The Innovation Center, which broke ground in June of 2021, is considered to be a key part of that campus, which will top $1 billion in investment by its completion. Initial announcements by the FBI indicated as many as 1,350 employees would be relocated to Huntsville, however recent announcements have indicated between 4,000 and 5,000 jobs could eventually be shifted to Redstone Arsenal over the next 10 years.

Labor Force Characteristics

According to the 2019 American Community Survey 5 Year Estimates, the City had a "labor force participation rate" of 63.0%, compared with 57.4% for the State of Alabama and 63.4% for the United States.

The quality of the City's work force is enhanced by the educational attainments of a significant portion of the work force. The following table compares the educational attainments, for persons over 25 years of age, with respect to the City, the State of Alabama and the United States.

Educational Attainment

	City of Huntsville	State of Alabama	United States
Percentage high school graduates or higher	91.0%	86.2%	88.0%
Percentage bachelor's degree or higher	44.1%	25.5%	32.1%

Source: U.S. Department of Commerce, Bureau of the Census, 2019 ACS 5 Year Estimates

Employment Data

Civilian Labor Force. The following table provides statistics regarding the average civilian labor force and unemployment rates of Huntsville/Madison County in the years indicated:

	2000	2010	2015	2016	2017	2018	2019	2020
Labor Force	175,460	208,154	210,320	212,474	216,780	223,557	229,213	231,870
Unemployment Rates								
Huntsville/Madison County	2.8%	8.6%	5.5%	5.2%	4.0%	3.5%	2.6%	4.6%
State of Alabama	4.6	10.5	6.1	5.9	4.6	3.9	3.0	5.9
United States	4.0	9.6	5.3	4.9	4.4	3.9	3.7	8.1

Source: Alabama Department of Labor, Bureau of Labor Statistics

Major Employers in the Huntsville Region

As shown in the following table, there are 10 private sector firms with employment in excess of 1,000 employees. The major private sector employers in the Huntsville Region include The Boeing Company (aerospace), Dynetics, Inc. and SAIC, each with more than 2,500 employees in 2021. Most of the major employers are involved in high-technology research and manufacturing, previously noted as a leading source of economic activity in the Huntsville Region.

MAJOR EMPLOYERS IN THE HUNTSVILLE REGION

Private Employers	**Number of Employees**
The Boeing Company	2,900
Dynetics, Inc	2,796
SAIC	2,746
Northrop Grumman	1,970
ADTRAN, Inc	1,925
Polaris	1,500
Toyota Motor Manufacturing	1,350
Hexagon US Federal	1,325
Crestwood Medical Center	1,109
Science and Engineering Services (SES)	1,050
AT&T Alabama	940
QuantiTech, Inc	900
KBR	844
Alorica	800
Teledyne Brown Engineering	794
Raytheon Technologies	779
Target Distribution Center	770
Lockheed Martin Corporation	764
PPG Aerospace	750
SCI Technology, Inc	733
Sanmina	726
ERC, Inc	694
Redstone Federal Credit Union	681
COLSA Corporation	635
Public Employers	
U.S. Army/Redstone Arsenal*	38,000
Huntsville Hospital System **	9,352
NASA/Marshall Space Flight Center *	6,000
Huntsville City Schools	3,000
Madison County Schools	2,389
City of Huntsville	2,206
University of Alabama in Huntsville	1,946
Alabama A&M University	1,207
Madison County Commission	1,069
Madison City Schools	976
Huntsville Utilities	680

* *Includes contractors*

***Employees in Madison County*

Source: Chamber of Commerce Huntsville/Madison County, April 2021

Employment Data

The total number of persons employed in Huntsville/Madison County in nonagricultural wage and salary employment has consistently increased since 2014. The four largest sectors of employment are (in descending order) services (104,200), government (51,700), manufacturing (26,200) and retail trade (24,500), in the Huntsville Region during 2020.

Huntsville Metropolitan Area
Employment by Industry Sector
(in thousands)

	2010	2015	2016	2017	2018	2019	2020
Manufacturing	23.7	23.5	24.2	24.8	25.2	25.9	26.2
Durable	20.5	20.0	20.6	21.4	22.0	22.5	22.5
Non-Durable	3.2	3.6	3.6	3.4	3.2	3.5	3.7
Construction & Mining	7.5	8.1	8.2	8.6	9.2	9.5	9.7
Transportation/Utilities	2.6	3.1	3.1	3.0	3.3	3.8	3.6
Wholesale Trade	5.4	5.9	5.8	6.0	6.1	6.1	6.2
Retail Trade	22.0	23.9	24.3	24.3	24.6	25.1	24.5
Finance/Insurance/Real Estate	6.1	6.3	6.5	6.7	6.9	7.0	7.1
Services	94.1	102.6	106.1	109.0	112.2	115.4	104.2
Government	48.6	49.0	49.5	50.3	51.2	51.9	51.7
Total Nonagricultural Employment	210.0	222.4	227.7	227.7	238.7	245.2	240.9

Source: Huntsville/Madison County Chamber of Commerce - Alabama Department of Labor, Bureau of Labor Statistics

Construction Activity

The following table shows the value of new building permits issued in the City for the fiscal years indicated.

Value of Building Permits*
(Residential, Apartment
and Commercial/Industrial)

Year	Residential	Apartment	Commercial/ Industrial	Total
2006	$59,193,692	$12,284,320	$289,268,058	306,746,070
2007	69,324,698	73,366,333	257,689,367	400,380,398
2008	45,055,563	37,108,158	197,117,416	279,281,137
2009	46,014,460	24,624,748	111,635,798	182,275,006
2010	45,385,091	--	136,237,193	181,622,284
2011	67,349,833	23,890,934	199,764,460	291,005,227
2012	72,510,679	37,965,634	201,958,518	312,434,831
2013	76,153,776	31,493,814	258,148,571	365,796,161
2014	68,232,945	24,971,287	260,554,000	393,758,232
2015	50,480,824	25,086,049	146,238,696	221,805,569
2016	51,902,779	45,546,068	144,199,219	241,648,066
2017	55,176,401	32,675,273	165,076,154	252,927,828
2018	62,452,059	47,378,131	248,175,919	358,006,109
2019	71,989,506	58,894,007	420,081,963	550,965,476
2020	83,616,940	160,688,487	638,146,981	882,452,408
2021	126,727,217	318,311,624	1,226,553,374	567,694,178

*Exclusive of "Moving and Demolition Permits" and consists of new construction only
Source: City of Huntsville, Inspection Department

Education

Primary and Secondary Education. The City school system is now comprised of fifty-seven pre-K programs, twenty elementary schools (including kindergarten), five middle schools, six P-8 programs, six senior high schools, and a vocational school. In addition, there are three magnet schools serving students in elementary and middle school grades and four magnet programs operating within existing high schools. These magnet programs emphasize science, foreign language, creative and performing arts, pre-Engineering and international education. Students of City schools consistently score above national and state averages on standardized achievement tests and on the American College Test (ACT). Enrollment for the City School System for the 2021-2022 school year is 23,657with 2,398 teachers and support personnel employed.

Madison County and the City of Madison also have public school systems, and in addition to public schools, there are approximately fifty private kindergartens and private schools (including church-related or parochial schools) in the City and the County.

The Alabama School of Cyber Technology and Engineering, the state's only fully public, residential high school for students interested in engineering and cyber technology, opened for its first year in Huntsville in August 2020 with 71 students from across the state and strong financial backing. Raytheon Technologies gave a $4 million boost to funding a new school building in Cummings Research Park. Students are meeting now in the former Oakwood Academy building on the campus of Oakwood University. The new school is designed to help meet a national shortage of qualified cybersecurity experts and engineers. Its goal is to grow to 350 students.

Higher Education. There are three state-supported four-year colleges and universities located within or near the City: the University of Alabama in Huntsville, a campus of the University of Alabama system; Alabama A & M University; Athens State University, located in the City of Athens, Alabama, approximately 20 miles west of the City; and Oakwood University, a private four-year university. Other area institutions include John C. Calhoun State Community College, and J. F. Drake State Community and Technical College.

Source: City of Huntsville School System and Alabama State Department of Education

Medical and Health Services

Huntsville Hospital is the second largest hospital in Alabama with 881 licensed beds on two campuses, Huntsville Hospital-Main and Women & Children Hospital. It serves as the regional referral center for North Alabama and southern Tennessee and is home to one of only three statewide Level I Trauma Centers. In recent years, the hospital has expanded its service throughout North Alabama with the development of Huntsville Hospital Health System, making it one of the top 5 largest publicly owned hospital system in the nation with more than 2,300 beds, 16,000 employees,11 hospitals and several outpatient facilities. Huntsville Hospital Health System has grown to include hospitals in a 14-county service area in North Alabama and Southern Tennessee.

Huntsville Hospital Main serves as a teaching facility for UAB's Family Practice Residency Program, and is also assisting to establish a nursing program at the Huntsville campus of Calhoun Community College. Huntsville Hospital for Women & Children offers the most advanced pediatric health care in the region including pediatric emergency services, pediatric intensive care, level III neonatal intensive care and pediatric surgery as well as providing specialized health care for women. Madison Hospital is a full service 90-bed hospital offering medical, surgical, obstetrical, non-invasive cardiac care, special procedures, emergency care, imaging, and therapy services.

Huntsville Hospital is governed by a volunteer board appointed by the City Council through the Health Care Authority of the City of Huntsville.

Source: www.huntsvillehospital.org

The City also hosts a 150-bed full service acute care hospital, Crestwood Medical Center, which has more than 530 physicians on staff representing more than 50 different specialties.

Source: www.crestwoodmedcenter.com

The U.S. Space and Rocket Center

The U.S. Space and Rocket Center, a state agency operated by the Alabama Space Science Exhibit Commission, which opened in 1969, is regularly the state's top paid tourist attractions in Alabama, attracting some 650,000 visitors annually. Recent additions include a full-scale space shuttle and a Saturn V and portions of the Space Station. A related activity of the Space and Rocket Center is U.S. Space Camp, a hands-on educational experience for young people and, in special corporate camps, adults. The U.S. Space Camp attracts approximately 35,000 young people and adults each year for its Space Camp and Corporate Camp programs. Additional programs include Aviation Challenge, Robotics Camp, U.S. Cyber Camp and a host of traveling exhibits.

Transportation

The City of Huntsville is accessed by highway, railway, waterways and a modern airport facility. U.S. Interstate Highway 65, which runs between Chicago and Mobile, is connected to the City by I-565. There are four major highways 231 (North-South), 431 (North-South), 72 (East-West) and 72 Alternate (East-West) which traverse the City and provide access to outlying areas. The City is served by numerous common carriers, including the Norfolk Southern Railway. In 2004 Huntsville built a new public transit center just off I-565 which is home to the offices of the Public Transit and Parking Services, Greyhound Bus, and the Convention and Visitor's Bureau. It serves as the central transfer point for the city's shuttle bus service. The City recently implemented the first phase of a five part plan which streamlined routes and extended hours of operations to meet demand.

The Huntsville-Madison County Airport Authority (a joint authority of the City and Madison County) operates the Huntsville International Airport located approximately twelve miles west of the downtown area of the City, which is the principal airport serving northern Alabama and parts of Tennessee and Georgia. Airport operations are conducted on approximately 3,400 acres of land and include two active runways, associated taxiways and an industrial park. The airport is served by numerous carriers including: American, Delta, United, Frontier, Silver Airlines and Breeze Airways.

Quality of Life

Huntsville is situated in the foothills of the Appalachian Mountains, and the natural beauty of the area contains many opportunities for hiking, biking, golfing, outdoor exploration and water sports on the Tennessee River and nearby Lake Guntersville. The mild climate allows for outdoor enjoyment throughout much of the year. Huntsville offers a number of parks, natural reserves, nature trails and a stop on the Robert Trent Jones Golf Trail.

Huntsville's downtown is undergoing a renaissance with a growing and vibrant nightlife. The arts are fully covered between Huntsville's Broadway Theatre League, the Huntsville Ballet Company and the Huntsville Symphony Orchestra. Downtown Huntsville now has three hotels, with the AC Hotel by Marriott and Embassy Suites Huntsville conveniently located right in the heart of downtown and connected by a sky bridge to the city's convention center space, the Von Braun Center, and to the city's sports arena, concert hall and playhouse.

Originally constructed in 1975, the Von Braun Center underwent major renovations in 2010 which transformed the Arena. The renovations changed the facade of the Arena to a modern glass frontage overlooking Big Spring Park as well as expanded the lobby by adding more pre-function space and a pub. The project also added over 1,000 seats to concert setups, VIP suites, and additional restrooms. The Von Braun Center Concert Hall has also recently undergone a major renovation. In 2019, the Von Braun Center opened a new music venue, Mars Music Hall, which includes a restaurant area and rooftop bar located at the corner Clinton Avenue and Monroe Street. It is a "plug-and-play" venue with permanent stage, lighting and sound systems for the artists' use. The second phase of the renovation will be a large convention center expansion. There will be a new state-of-the-art ballroom. North Hall will be totally revamped. A new kitchen complex is going in, as well as a new break out rooms to support larger conventions and groups, and there will be many interior improvements to existing areas.

Source: http://www.vonbrauncenter.com/construction

Among the many museums and historic sites are the U.S. Space and Rocket Center, Huntsville Botanical Garden, Monte Sano State Park, Big Spring Park, the Huntsville Museum of Art and several children's museums.

Huntsville is home to Lowe Mill ARTS & Entertainment, America's largest independent center for the arts. With over 120 working artists, small businesses, restaurants, and a live performance venue, this huge historic textile

mill is now a rising home for music, art, and culture. Lowe Mill completed a 37,000 square foot expansion in December 2014.

In sports, Huntsville hosts a minor league hockey (SPHL) team and minor league baseball team of the Southern League. College athletics such as UAH and Alabama A&M are also popular.

APPENDIX B
GOVERNMENTAL ORGANIZATION AND FUNCTIONS OF THE CITY OF HUNTSVILLE

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Governmental Organization

The City is a municipal corporation under the laws of the State of Alabama. The municipal government may be characterized as a "strong" mayor-council form of government, wherein the mayor is elected at large for a four-year term to serve as the full-time administrative head of the City government. The Mayor is assisted in the day-to-day management of the City by an administrative assistant and a professional staff who oversee the various departments of the City.

The City Council, which consists of five members elected for staggered terms of four years each, operates exclusively as a legislative body and acts with respect to the executive branch of the City government (including all appointive officers, department directors and employees) only through ordinances and resolutions formally adopted at Council meetings. Members of the City Council are elected from five electoral districts. Each member of the City Council is required to reside in the district which he or she represents and to be elected by the qualified electors residing in such district.

The present Mayor and members of the City Council, and the dates of beginning and ending of their respective current terms of office, are as follows:

Name	Date of Beginning of Current Term	Date of Ending of Current Term
Tommy Battle, Mayor	November 2, 2020	November 4, 2024
John Meredith	November 2, 2020	November 4, 2024
Bill Kling, Jr.	November 5, 2018	November 5, 2022
Dr. Jennie Robinson	November 5, 2018	November 5, 2022
Frances Akridge	November 5, 2018	November 5, 2022
Devyn Sherard Keith	November 2, 2020	November 4, 2024

Colonel (Ret.) John Hamilton became City Administrator effective as of October 1, 2013. Mr. Hamilton received a Bachelor of Science in Business Management in 1990 from Florida State University and a Masters in Logistics Management from the Florida Institute of Technology in 1999. He served for 23 years in the United States Army and retired a full Colonel in 2013. His final position was as Garrison Commander of Redstone Arsenal.

In the Fall of 2019, Penny L. Smith, CPA, became the Finance Director of the City. Previously, Mrs. Smith was the Finance Director for the City of Auburn, a position she had held since 2011 after spending seven years as that city's Deputy Finance Director. Mrs. Smith is a graduate of Auburn University, from which she received a bachelor's degree in accounting. She is a Certified Public Accountant, Certified Government Financial Manager and Chartered Global Management Accountant. Mrs. Smith is a past president of Governmental Finance Officers Association of Alabama and previously served on the Security for Alabama Funds Enhancement (SAFE) Board of Directors. She has more than 27 years' experience in public and governmental accounting and auditing.

Ken Benion is the City Clerk –Treasurer. Mr. Benion was appointed City Clerk – Treasurer as of January 4, 2016. Mr. Benion is a Certified Public Accountant with 21 years governmental accounting experience. He received his Bachelor of Business Administration degree from Tennessee State University 1981. Mr. Benion been with the City of Huntsville since January of 2010. He most recently served as Director of Community Development since September 2011.

Marion "Trey" Riley is the City Attorney. Mr. Riley was appointed as City Attorney in the Fall of 2015. Mr. Riley received a Bachelor in Business Administration degree from Auburn University in 1977, and his Juris Doctorate degree from the University of Alabama School of Law in 1980. Upon graduating from law school, Mr. Riley served a brief tenure as an Assistant District Attorney, and thereafter engaged in the solo practice of law for almost 35 years, representing a broad cross-section of individuals in a wide variety of legal matters before numerous different tribunals, primarily in Alabama but also in surrounding states.

The City Administrator, the Finance Director, the City Attorney, and the City Clerk-Treasurer are appointed by the Mayor, subject to the approval of the Council, for four-year terms concurrent with that of the Mayor.

Certain City Officials

Tommy Battle, Mayor. Mr. Battle is currently serving his fourth term as Mayor of the City. Mayor Battle was first elected Mayor in 2008, and before then served on the City Council between 1984 and 1988. A commercial real estate developer, Mayor Battle has served on various local boards within the City, including the Huntsville Emergency Medical Services, Inc., board, EarlyWorks Children's Museum board and the administrative council of Trinity United Methodist Church. Mayor Battle received his B.S. degree in Business Administration from the University of Alabama.

Devyn Sherard Keith, Council Member. Devyn Sherard Keith, representing District 1, was first elected to the City Council in 2016. Mr. Keith received his Bachelor's Degree in Human Development and Family Science from Samford University and holds a Master's Degree in Public Administration from the McCormack Graduate School of Policy and Global Studies at the University of Massachusetts. During his undergraduate career Mr. Keith started a non-profit called Brothers of 1 Voce aimed at educating, empowering and advocating for youths who have aged out of state support services and while obtaining his Master's Degree in Boston, Massachusetts worked in leadership roles at the nonprofit and state levels. Mr. Keith has worked as an Assistant Coordinator for Community Service for the Massachusetts Trial Court, a Job Development/ Massachusetts Rehabilitation Commission Case Specialist for Morgan Memorial Goodwill Industries and a Transitional Living Specialist/Case Manager for Youth Villages.

Frances Akridge, Council Member. Mrs. Akridge, representing District 2, was newly elected to the City Council in 2018. She holds a B.S. degree in Special Education from Virginia Commonwealth University. After a career in education in Westmoreland County, VA, Mrs. Akridge entered the private sector in commercial real estate including work as a land planner in a civil engineering firm then marketing and leasing industrial, office, and retail property, and building telecommunication sites for AT&T Wireless in the Baltimore, Maryland area. She came to Huntsville in 2006 and worked for ERC, Inc., assigned to NASA as a technical coordinator for the Ares program. Mrs. Akridge has been active in several civic organizations, including the Northeast Huntsville Civic Association, the Association of American University Women and Monte Santo Arts Festival, among others.

Dr. Jennie Robinson, Council Member. Dr. Robinson, representing District 3, was first elected to the City Council in 2014. Prior to her election to the City Council, Dr. Robinson served three terms on the Huntsville City Schools Board of Education. Before being elected to the School Board in 2002, Dr. Robinson served five times as a PTA president in Huntsville city schools. She has also served on the Executive Committee of the Alabama Association of School Boards (AASB) and chaired the State Legislative Committee for AASB. Dr. Robinson received her Doctor of Philosophy and Master's Degree in Consumer Behavior from Purdue University, and she owns a management consulting firm specializing in strategic planning and leadership development for corporations and non-profits. She is a graduate of Leadership Alabama and Leadership Huntsville. She received the Distinguished Leadership Award from Leadership Huntsville Madison County in 2006. She also serves on the boards of Leadership Huntsville Madison County and the Rotary Club of Greater Huntsville.

Bill Kling, Jr., Council Member. Mr. Kling, representing District 4, was first elected to the City Council in 1988. He received a B.S. degree in Mass Media Communications and Public Administration from the University of Alabama, and an M.S. degree in Urban Studies from Alabama A & M University. Mr. Kling was a recipient of Troy State University's "Grover C. Hall" journalism fellowship. He is professionally accredited by the Southern Public Relations Federation. Mr. Kling previously served as a member of the Huntsville City Board of Education. Mr. Kling has held numerous positions in the broadcast and public relations field including public relations director, radio announcer and newscaster for a public radio station and broadcast instructor and public relations specialist for John C. Calhoun Junior College. Mr. Kling is a past President of the Huntsville Press Club.

John Meredith, Council Member. Mr. Meredith, CASE (Ret.), representing District 5, was first elected to the City Council in 2020. He currently serves as President of the City Council. Mr. Meredith earned an Associate's Degree from Hinds Junior College, a Bachelor's Degree from the University of Cincinnati, and a Master's Degree from Mississippi College. He serves as the Chair of the Madison County American Red Cross Board, Vice Chair of the Drake State Foundation Board, Board Member of Leadership Greater Huntsville and Advisory Board Member of Burritt on the Mountain and the Junior League. Mr. Meredith spent a majority of his professional career as a lobbyist and legislative advocate in various business sectors and for various public initiatives. During his distinguished lobbying career, Mr. Meredith was the recipient of two national awards for advocacy – the Legislative Champion Award and the Advancing Arboriculture Award. He has served as a National Co-Chair of Minority Outreach for the Voting Integrity Project and Executive Committee member of the National Council of Agricultural Employers ("NCAE"). At NCAE, he was the Moderator for the 2005 NCAE Immigration Roundtable in Washington,

D.C. Mr. Meredith is the son of civil rights icon James H. Meredith, the first African American to enroll and graduate from the previously segregated University of Mississippi.

Employees

As of September 30, 2021, the City employed 2,424 people and the City-owned but separately operated Huntsville Utilities employed 734 people. The employees of the City are administered under a separate personnel system from that of Huntsville Utilities.

Municipal Powers and Functions

The City provides police and fire protection, streets and highways, garbage and refuse collection and disposal, sanitary sewage and disposal service and certain recreational and cultural services. It is only in the area of law enforcement, where state and county officers have concurrent jurisdiction, that there is any significant overlap in City-furnished governmental-type services. The City (through the City-owned Huntsville Utilities) also provides, subject to policies established by the several utilities boards, electric, water and natural gas service for its citizens. For information as to a change in the furnishing of garbage and refuse disposal service, see "Refuse-to-Energy Plant", below.

Several municipal functions have been delegated, by statute or authorized City ordinance or resolution, to municipal boards or commissions, such as the several utilities boards, including the following functions: industrial development, solid waste disposal, health care, library services, museum and civic center operations and public housing. Some, but not all, of these boards or authorities may issue revenue debt. Policy decisions concerning these functions are in most cases made by the applicable board or commission (the members of which are appointed by the Mayor or the City Council) and implemented by an administrative head or staff responsible to such board or commission.

Certain municipal or public functions are performed jointly with Madison County (the "County") through statutory authorities or boards whose members are appointed by the governing bodies of both the City and the County. Such authorities or boards include The Huntsville-Madison County Airport Authority (which is responsible for the operation of Huntsville International Airport), the Huntsville-Madison County Mental Health Board, the Huntsville-Madison County Civil Defense Board and The Huntsville and Madison County Railroad Authority. In addition, the City and County governing bodies jointly elect the members of the Huntsville-Madison County Marina and Port Authority, a public corporation created under an act of the Alabama Legislature to construct and operate marina and port facilities.

Funding for certain municipal boards or commissions is provided, in whole or in part, by the City, and in other cases, such boards or commissions operate as separate public corporations created by the City, but funded entirely through revenues generated by the particular municipal functions involved.

Annexation Program

The City annexes land considered important to its future growth and economic expansion, which has included significant acreage in the past twenty years. Madison County annexations in excess of 40,000 acres have primarily been in the east, with mostly mixed, higher value residential developments occurring. The annexation in Limestone County, which is west of Madison County, primarily borders the Huntsville International Airport and Interstate 565, and is generally planned for commercial development. Smaller tracts are regularly being annexed, however, for residential and commercial uses.

With very few exceptions, the City's annexations have been accomplished by petition of the landowner requesting annexation. There is no pending or threatened legal action contesting the validity or legality of any of the City's annexations.

The City, in concert with the Metropolitan Planning Organization (MPO), has adopted a major street plan for the entire City. The rights of way for the streets shown on the master street plan are being protected from development as provided by Alabama law. The expansion and extension of these major streets will be the major expenditure for the City resulting from the City's annexation programs. Most of the local streets in the annexed areas will be constructed to City standards and specifications by developers as subdivision of property and development occur.

The City has in operation sufficient sewer treatment capacity for the annexed areas and future annexations. The City generally extends sewer outfall lines and facilities into annexed areas when there is a finding of sufficient economic return to justify such extension. The City's extension policy and its sewer rate structure are, in general, a significant part of its economic development policy.

The rate of growth in the annexed areas is unpredictable, and the full extent of any impact on the City's finances and resources cannot be measured. While the City cannot make a definite prediction or offer assurances that development will in fact occur in these areas, the City does expect that, as a result of the annexations and the services offered by the City in those areas, considerable industrial and commercial development and supporting residential development will occur.

Huntsville Utilities

The City's municipally-owned water, electric, gas and sanitary sewer systems are operated by separate boards of directors which are responsible for their supervision and control and the members of which are appointed by the City Council. These three systems are owned by the City, but operate separately from the City under the name of Huntsville Utilities and are managed by Wes Kelly, President and CEO of Huntsville Utilities. The employees of Huntsville Utilities are subject to personnel rules established by the respective utilities boards and administered by a separate Personnel Department of Huntsville Utilities. The financial statements of the City attached as Appendix C include the water, electric and natural gas systems, although it should be noted that the City's independent auditors have not examined these financial statements and that their opinion thereon is based solely on reports of other auditors.

Refuse-to-Energy Plant

The Solid Waste Disposal Authority of the City of Huntsville (the "Authority") constructed a solid waste resource recovery plant to assist the City in its solid waste disposal program. The plant, which was completed in July of 1990, was designed to convert garbage and other solid waste into energy (steam), primarily for use by and sale to the Department of the Army at Redstone Arsenal, an Army facility near the City. The Authority is a public corporation separate from the City, the members of the Board of Directors of which are appointed by the City Council. In 1987 the City Council adopted an ordinance authorizing the transfer and conveyance by the City to the Authority, without the payment of any pecuniary consideration, of the City's existing landfill, which, along with the plant and recycling programs, constitutes an integrated system for the disposal of solid waste and other refuse operated by or for the account of the Authority. Such transfer and conveyance was effected in August, 1988, when the Authority authorized the issuance of bonds to finance the construction of the plant. Pursuant to an agreement with the Authority, Ogden Martin Systems of Huntsville, Inc. now known as Covanta Huntsville, Inc. (an affiliate of Ogden Corporation, now known as Covanta Energy, Inc.) designed, constructed, and is operating the plant for the Authority.

In the ordinance authorizing the transfer and conveyance of the City's existing landfill to the Authority, the City Council also authorized the execution of a Solid Waste Delivery Agreement between the City and the Authority, under which the City agreed (a) to deliver to the Authority, for processing or other disposal, substantially all solid waste and other refuse collected by the City through its solid waste collection system (as well as substantially all the sewage sludge generated through the operation of the City's sanitary sewer or wastewater system) and (b) to pay to the Authority, for such processing or other disposal, such tipping fees as the Authority may from time to time impose and charge. This Agreement provides that all tipping fees and any other moneys due by the City under the Agreement are to be payable solely out of the current or general operating revenues or funds of the City received or receivable by it for or during the fiscal year during which such tipping fees or other moneys are required to be paid. The current rates are $39.90 per ton for municipal solid waste and $26.50 per ton for construction and demolition waste and may be adjusted in the future. The many variable factors on which any such adjustments in the future will depend (including, for example, plant operating results, landfill acquisition, if any, and operating costs, the effect of existing and future environmental laws and landfill regulations, and general economic conditions) are such that the City cannot accurately predict the extent of such adjustments, but it does expect increases in the amount of tipping fees over the next 25 to 30 years.

The City has taken steps to reduce the waste stream by instituting the following recycling programs: (1) the recycling of white goods at the landfill and (2) the first citywide curbside recycling program in the State of Alabama, for the removal and recycling of newspaper, plastics, metals, magazines, motor oil, and batteries. The Authority also operates a separate hazardous household wastes program. These recycling programs are expected to allow the City to meet any currently anticipated changes in environmental law which may mandate a reduction in the waste stream. The Authority expects that, even after such reductions in the waste stream are made, the amount of

solid waste to be delivered by the City, together with amounts to be delivered by the Army, will continue to be in excess of the required minimum amount the Authority has agreed to deliver to the plant.

The Authority has entered into a steam sales agreement with the Department of the Army, providing for the sale of steam by the Authority to the Army for use at Redstone Arsenal. The agreement between the Authority and the Army is not, however, a take-or-pay contract and does not obligate the Army to pay for steam that is not delivered or available for delivery. While the City expects that revenues from tipping fees and from the sale of steam to the Army will be sufficient to pay the costs of operating the plant and the landfill there can be no assurance that such tipping fees and steam sale revenues will be sufficient to pay all such expenses and any future debt service and that the payment by the City to the Authority of substantial tipping fees, as authorized in the Solid Waste Delivery Agreement, may be necessary. At this point in time, all of the debt of the Authority has been repaid and there is no current debt service requirement for the Authority.

The failure of the plant to operate in the manner expected, as well as any substantial plant "down-time", would adversely affect expected steam sale revenues and thus result in tipping fee increases substantially in excess of those otherwise expected. However, the plant has complete redundancy; it has four fossil-fuel-fired boilers which could supply steam to the Army if the failure to operate in the manner expected is related to the incineration of solid waste.

Miscellaneous Municipal Functions

The City, the County and the State of Alabama have coextensive law enforcement jurisdiction. The City operates a misdemeanor court system.

The State is responsible for maintaining state and federal highways in the City. Further, pursuant to an understanding between the County and the City, the County maintains certain roads and streets in the Green Mountain area annexed by the City in 1973.

While public health service is principally a state function, the City historically has made annual contributions to the Madison County Department of Public Health.

The City finances all major public recreation facilities in the City except for (a) Ditto Landing and Marina, which has received some appropriations from Madison County, and (b) Monte Sano State Park, which is located adjacent to the City and is owned and operated by the State of Alabama.

Huntsville International Airport is owned and operated by The Huntsville-Madison County Airport Authority, the members of the Board of Directors of which are appointed by the governing bodies of the City and the County.

APPENDIX C
CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE

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CERTAIN FINANCIAL, DEBT AND RELATED INFORMATION OF THE CITY OF HUNTSVILLE

COVID-19

As has been widely-reported, following the March 11, 2020 declaration by the World Health Organization of a novel strain of coronavirus ("COVID-19") to be a global pandemic, the United States, various states and local governments (including the State of Alabama and various local governments within the State of Alabama), and private corporations and businesses implemented quarantines, limited or shut-down operations, and took other measures to limit travel, social interaction and other customary behaviors in an effort to lessen the spread and impact of COVID-19. Such measures have had, and will continue to have, a materially negative impact on national, state and local economies, including without limitation the economy of the City and that of the municipalities and counties surrounding the City.

Since the first declaration of the COVID-19 pandemic states and local governments, including the State of Alabama and the City of Huntsville, issued "stay at home", "shelter in place", "safer at home" and similar orders and curfews designed to restrict movement outside the home and limit businesses and commercial activities to essential functions. Such orders have required, among other things, the wearing of facial coverings in certain public places, prohibitions of certain non-work gatherings, limitations on occupancy of retail facilities and entertainment venues, requirements that restaurants, bars and similar businesses, as well as certain "close-contact service providers" such as barber shops and spas, employ facial coverings, requirements that restaurants, bars and similar facilities maintain at least six feet of distance between different tables, bar stools, etc, and similar restrictions. Such restrictions can have a negative impact on sales of commercial goods and services, thus reducing tax revenues for municipalities like the City.

The result thus far of the various restrictions on businesses, activities and events has been a short-lived, but strong contraction in sales tax revenue. Although the City was collecting higher than budgeted tax and fee revenues during the first half of the 2020 fiscal year, up until officials in the Huntsville area began taking measures to combat the spread of COVID-19, revenues have decreased since that time, although not to the degree expected. General Fund revenues measured against budgeted amounts were 102% for the fiscal year ended September 30, 2020.

During the first half of the fiscal year ending September 30, 2021, the City experienced a healthy, but somewhat compacted increase in sales and use taxes. However, in the second half of that fiscal year, the City experience double digit increases in a number of months over pre-pandemic levels.

At this time, the City estimates unaudited General Fund revenues for the fiscal year ended September 30, 2021 to be $276.5 million, and unaudited General Fund expenditures for the fiscal year ended September 30, 2021 to be $241.2 million, resulting in an estimated unaudited General Fund balance for the September 30, 2021 fiscal year ended to be an increase of $35.3 million. The City has also provided unaudited revenues for its largest revenue sources of General Fund revenues. See "SOURCES OF REVENUES" in this appendix.

The City has applied for and received appropriate reimbursement of extra expenses as a result of the pandemic through the State of Alabama CARES Act allocation totaling $9.3 million. In addition, the City received smaller reimbursements from FEMA, CDBG and FTA for specified spending. The City has received the first tranche of the $34.4 million allotted to the City of Huntsville in the American Rescue Plan Act funding and will report on planned spending as required.

The City passed its 2022 balanced budget with Sales and Use tax revenue projection level with actual projected collections from fiscal year ended September 30, 2021. Staff and administration will continue to monitor monthly collections in all revenue considering the ongoing pandemic understanding the economic reality may impact expectations. The projection will be adjusted at mid-year to appropriately adjust to current forecasting.

Due to the evolving nature of the outbreak and federal, State and local responses thereto, the long-term impacts of the COVID-19 pandemic are unknown and dependent on factors such as the length of any existing

or future shutdown or partial inaccessibility of commercial and governmental facilities, the extent to which the City's population is directly affected and is unable to work, and the impact on the economy as a whole within the country, state or city. The City cannot predict whether there will be increased costs associated with the COVID-19 pandemic, or any other potential disease outbreak, including whether there will be an increase in operational costs incurred to protect the public, provide City services, or clean, sanitize and maintain public facilities. The City also cannot predict the long-term impacts of the outbreak on the City's revenues, including whether there will be a reduction in taxable assessed values of properties in the City, or a reduction in ad valorem tax collections or revenues from sales and use taxes, or an adverse impact on the City's credit ratings.

FINANCIAL SYSTEM

General

The City maintains a financial reporting system designed to provide timely and accurate reports of receipts and expenditures. Internal accounting controls, which are developed and monitored by the City Finance Department, are designed to provide reasonable, but not absolute, assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition, and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. Activities of the City are monitored internally on a monthly basis and are audited annually, as required by law, by independent certified public accountants. The report of such accountants for the fiscal year ended September 30, 2020 (the City's most recent audit), is included as Appendix C.

Budget System

Prior to the commencement of each fiscal year, the Mayor, in conjunction with the administrative staff and the City's department heads, prepares an annual operating budget for City Council approval. The budget represents a complete financial plan for the City and reflects the projection of all receipts and disbursements from all sources, including all revenues, expenditures and the surplus or deficit in the General Fund and all special funds of the City. Any expenditure request that results in budget increases, overruns or transfers between departments or funs must, under existing procedures, have City Council approval.

The budget for the General Fund is customarily adopted on a categorical basis consistent with generally accepted accounting principles (GAAP). Budgetary control is maintained at the departmental line item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. By ordinance, the City is required to maintain at all times an undesignated General Fund balance of 11.5% of the current fiscal year's General Fund recurring revenues. The fund balance was at the required policy amount at the close of each of the last five fiscal years. At this time, the City expects to satisfy this requirement for its fiscal year ending September 30, 2021.

The City maintains a ten (10) year Capital Improvement Plan which forecasts expenditures for capital improvements for each of the City's capital improvement funds (1990 Capital Improvement Fund and the 2014 Capital Improvement Fund). These plans include (a) construction and improvement of local roads and the City's financing share of non-local roads, (b) drainage projects and projects for the preservation of the natural environment, (c) acquisition and improvement of public safety equipment and facilities, and (d) acquisition of land for industrial growth.

During the budget process, the Mayor requests that each department head assign priorities to department capital improvements, by year, for the number of years to be budgeted. These requests are consolidated and reviewed, then the Mayor proposes a Capital Improvements Programs to the City Council for its consideration. Capital expenditures have been and will be funded with borrowings or with internally generated funds.

Accounting System

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. The various funds designated in the City's financial statements (attached as Appendix C) include the following:

General Fund. The General Fund, which is the general operating fund of the City, is the largest and most important accounting activity of the City and accounts for the current operations of the general government and all financial resources except those required to be accounted for in another fund. Expenditures from the General Fund are financed from a variety of revenue sources, including ad valorem and sales and use taxes, licenses and permits, charges for services, and fines and forfeitures. See "SOURCES OF REVENUES" in this appendix.

Special Revenue Fund. The Special Revenue Fund is used to account for the proceeds of restricted property taxes, state gasoline taxes and seizure/forfeiture revenues, which are as follows:

6.5-Mill School Tax - accounts for the School Tax authorized to be levied for school purposes until the tax year for which City taxes become due and payable on October 1, 2046.

6.5-Mill Bond Tax - accounts for the Bond Tax levied under authority of Section 216 of the Constitution of Alabama of 1901, as amended, the proceeds of which may be used to pay principal of and interest on bonds.

7-Cent State Gasoline Tax - accounts for the City's share of a 7-cent gasoline tax and 2-cent inspection fee levied by the State, the proceeds of which are required by state law to be used only for street and highway purposes.

4/5-Cent State Gasoline Tax - accounts for the City's share of a 4-cent and 5-cent gasoline tax levied by the State, the proceeds of which must, under state law, be used only for resurfacing, restoring and rehabilitating roads and bridges.

TIFs - accounts for collection of property taxes and other revenues of the TIF Districts and the related capital projects.

2014 Capital Improvement Fund. In fiscal year 2014, the City established the 2014 Capital Improvement Fund, a capital projects fund, to account for the proceeds of a one-percent sales and use tax levied by the City effective March 1, 2014. This fund accounts for the capital and economic development expenditures authorized for this fund, and the debt service on projects intended to be paid from the taxes.

Debt Service Fund. The Debt Service Fund is used to account for the accumulation of moneys for, and the payment of, principal of and interest on long-term debt and related costs, other than long-term debt payable from special assessments and debt issued for and serviced primarily by City-owned enterprises.

Capital Projects Funds. Capital Project Funds are used to account for financial resources used for the acquisition or construction of major capital facilities (other than those financed by Enterprise Funds and TIF taxes of the Special Revenue Fund). In most cases, the City uses the Capital Projects Fund to account for the expenditure of the proceeds from all warrant issues, and uses separate accounts within that to show that the proceeds of the issues were spent only on the project or projects and for the purpose or purposes authorized, and that any unused warrant proceeds or project deficits were properly handled and accounted for in accordance with applicable legal, budgetary and policy provisions.

Proceeds from warrants or other obligations issued by the City to pay for capital improvements will be accounted for in capital project funds, as will the expenditures of the proceeds of warrants and other City obligations.

There are instances in which the General Fund or a Special Revenue Fund budgets and expends its own resources for long-term improvements, which may involve general long-term borrowing, and such outlays are properly accounted for in those funds without a separate Capital Projects Fund. The City also maintains other capital projects funds to account for the expansion and development of an industrial park, which is financed by revenues other than long-term debt.

Enterprise Funds. Enterprise Funds are used to account for operations that provide goods or services to the general public on a continuing basis and that are financed and operated similarly to private business enterprises,

i.e., those the costs of which are to be financed or recovered primarily through user charges, or those for which it is deemed advisable (for capital maintenance, public policy, management control, accountability, or other purposes) that periodic determinations be made of revenues earned, expenses incurred, and net income. The City currently maintains Enterprise Funds for the operation of the City's Sanitary Sewer System, the Municipal Iceplex and the Von Braun Center, and accounts for the operations of one of its "discrete component units" (Huntsville Utilities) as an Enterprise Fund. With the exception of the Enterprise Funds, which may be characterized as "proprietary" funds, all above-mentioned funds currently maintained by the City are categorized as "governmental" funds.

SOURCES OF REVENUES

Introduction

Sales and use taxes and business licenses and permits are directly related to changes in personal income rate, price levels and general economic conditions and have in the past (subject to certain exceptions) increased at a more rapid rate than ad valorem taxes. Shared state, local and intergovernmental revenue is not subject to periodic appropriations, but results from general statutory allocation to the City of a portion of certain taxes collected by the State of Alabama and Madison County. Additional information on the principal City revenue sources is provided in the following paragraphs. While the following paragraphs show the rates at which certain of these tax proceeds have increased, the City makes no representation that future increases will be at the same or greater rates or that there will, in fact, be any such increases.

Property Taxes and Payments in Lieu of Taxes

Property or ad valorem taxes are levied under various provisions of the constitution and statutes of Alabama and, except for the 6.5-mill general purpose tax, may be used only for the purpose or purposes for which they are levied. Under present law, the rates at which local ad valorem taxes are levied may be increased only after approval by the Alabama Legislature and a majority vote of the qualified electors of the affected jurisdiction. See "AD VALOREM TAXES" in this appendix.

Payments in lieu of taxes, calculated on various bases, are made to the General Fund by Huntsville Utilities with respect to the City-owned electric, water and natural gas systems. Under the City's contract with the Tennessee Valley Authority (TVA) for the purchase of electric power, payments in lieu of taxes with respect to the electric system will be made at an agreed upon six percent (6%) of net book value of the electric system's properties. Payments in lieu of taxes are also received by the General Fund in lesser amounts from the water and natural gas systems, computed on the basis of gross revenues. All such payments are made, at the option of the City Council, in lieu of taxes which would be due if such utility systems were subject to ad valorem taxation. The City also receives certain payments in lieu of taxes from the TVA and from the Huntsville Housing Authority. Ad valorem property taxes paid on real property are subject to periodic adjustment based upon reappraisals required by the State Department of Revenue. See "Property Re-Evaluation Program" under "AD VALOREM TAXES" in this appendix.

The following table shows the receipts from the 6.5-mill general purpose tax and from payments in lieu of property taxes for fiscal years shown:

Fiscal Year	6.5 Mill Tax General Fund General Purpose	TVA Payments in Lieu of Property Taxes	Huntsville Utilities Electric System Payments in Lieu of Property Taxes[1]	Total
2021	$20,409,023*	$2,864,376*	$24,091,527*	$47,364,926*
2020	19,565,805	2,827,779	21,172,061	43,565,645
2019	18,299,987	2,494,464	13,468,913	32,608,787
2018	18,889,927	2,829,553	9,680,872	31,400,352
2017	17,178,680	2,813,159	11,296,708	31,288,547
2016	16,916,289	3,375,449	11,437,077	31,728,815

* Unaudited

[1] Huntsville Utilities expanded its electric system and services during 2019, resulting in additional capital improvements that increased the amount of payments in lieu of taxes to the City during such years. The increase is also due to accounting adjustments.

Source: Comprehensive Annual Financial Reports of the City for Fiscal Years 2016-2020 (modified accrual basis of accounting).

Sales Taxes and License Fees

Sales and Use Taxes. The largest sources of General Fund revenues are the sales and use taxes levied by ordinance of the City. Retailers are required to collect the sales tax on sales of tangible personal property at retail from the consumer and to pay collections to the City, monthly. The use tax is levied upon the use of tangible personal property brought into the City and upon which the sales tax has not previously been paid. The sales and use tax was increased effective November 1, 1989, when the basic rate was raised from 3% to 3.5% and the automobile rate was increased from 1.5% to 1.75% (certain manufacturing machinery being exempt). Additionally, the general sales and use tax rate was raised from 3.5% to 4.5% effective March 1, 2014. The total sales tax rate paid by persons purchasing items in the City in Madison County is 9% - 4% being collected for the State and 0.5% for Madison County; the rate is 10.5% in those portions of the City within Limestone County – 4% being collected for the State and 2% for Limestone County.

The following table shows sales and use tax receipts levied by and collected for the City (at a total rate of 4.5%) for the fiscal years shown:

Fiscal Year	Receipts[1]	Percentage Increase
2021	$268,438,074*	13.20%
2020	237,141,756	4.61
2019	226,685,473	8.48
2018	208,966,293	6.95
2017	195,384,837	2.44
2016	190,729,980	--

* Unaudited

[1] Includes receipts from the Simplified Sellers Use Tax (the "SSUT"), which allows sellers of tangible personal property or service in the State of Alabama from inventory or locations outside the State (typically, on-line sellers) to collect, report, and remit a flat 8.0% sales and use tax. For the fiscal year ended September 30, 2021, unaudited SSUT receipts accounted for 3.63% of the $268,438,074 (unaudited) sales and use tax receipts shown above.

The following table shows the allocation and deposit of total sales and use tax receipts levied by and collected for the City (at a total rate of 4.5%) for the fiscal years shown:

Fiscal Year	General Fund	Capital Improvements Fund	2014 Capital Improvement Fund	Total Receipts
2021	$147,774,579*	$66,653,826*	$54,009,669*	$268,438,074*
2020	129,911,237	59,096,942	48,133,575	237,141,754
2019	122,432,577	57,361,880	46,891,016	226,685,473
2018	111,892,511	53,432,614	43,641,168	208,966,293
2017	104,489,438	50,078,215	40,817,184	195,384,837
2016	102,111,909	48,938,824	39,679,247	190,729,980

* Unaudited

By ordinance, the City designates the below special annual appropriations from the gross proceeds of sales and use taxes levied by the City:

(1) For the 3.5% general sales and use tax and 1.75% automotive rates, 18.0% of sales and use taxes are appropriated in the year earned from the General Fund to the Capital Improvements Fund.

(2) For the 3.5% general sales and use tax and 1.75% automotive rates, 14.7% of sales and use taxes are appropriated in the year earned from the General Fund to the Huntsville City Board of Education.

(3) For the 1.0% general sales and use tax rate effective March 1, 2014, 100% of sales and use taxes are reported as revenue in the 2014 Capital Improvement Fund, and earmarked for certain capital and economic development purposes.

There is no express constitutional or statutory maximum on the rates at which sales and use taxes may be levied by the City. Except for limitations concerning the rates at which privilege or business license taxes may be levied on certain types of business (such as banks and insurance companies), there are no express constitutional or statutory limitations upon the rates at which privilege or business license taxes may be levied by the City. The statements made in this paragraph concerning sales and use taxes and privilege or business license taxes are subject, however, to the qualification that, under applicable judicial precedents, none of such taxes may be levied at rates that are confiscatory or "unreasonable".

Licenses and Permits. Under general authority granted to cities and towns in Alabama by the Alabama Legislature, the City levies privilege license taxes on the privilege of engaging in certain businesses and professions within the corporate limits of the City. Most license taxes are computed as a stated amount plus a percentage of gross receipts based on a graduated scale. The following table shows receipts from licenses and permits for the fiscal years shown, and the percentage increase in such receipts over those for the preceding fiscal year:

Fiscal Year	Receipts	Percentage Increase
2021	$36,532,678*	12.4*
2020	32,514,504	10.4
2019	29,448,382	4.4
2018	28,208,646	6.5
2017	26,499,649	6.4
2016	24,901,908	--

* Unaudited

Source: Comprehensive Annual Financial Reports of the City for Fiscal Years 2016-2020. General Fund Statement of Revenues, Expenditures and Changes in Fund Balance (modified accrual basis of accounting).

Tax Increment Financing Districts

From fiscal years 2000 through 2006, the City created five (5) tax increment financing districts as a part of the City's long-range economic development plan. Two of those districts (formerly known as "TIF 1" and "TIF 3" have since been closed and all debt obligations associated therewith have been retired. Remaining from that initial group of tax increment financing districts are "TIF2", "TIF3A" and "TIF4". The City has since created three additional tax increment districts, as follows.

In fiscal year 2010, the City created a tax increment financing district ("TIF5") in connection with the obligations of the City under an Annexation and Development Agreement dated March 25, 2010 (the "Annexation and Development Agreement") between the City and L W Redstone Company, LLC. TIF5 was adopted by the City Council on May 13, 2010, and the Madison County Commission on May 17, 2010.

In fiscal year 2016, the City created a tax increment financing district ("TIF6") in connection with the development of public infrastructure improvements and related work in real property to foster industrial and economic development.

In fiscal year 2018, the City created a tax increment financing direct ("TIF7") with respect to the financing of certain improvements and obligations of the City incident to the development of the North American plant on a site within the City and Limestone County for the manufacture of vehicles by a joint venture between Toyota Motor Corporation and Mazda Motor Corporation. See Appendix A – "CITY OF HUNTSVILLE - CERTAIN DEMOGRAPHIC INFORMATION – Major Economic Activity".

Accordingly, there are six (6) the tax increment districts of the City that are currently open, consisting of TIF2, TIF3A, TIF4, TIF5, TIF6 and TIF7.

REVENUES AND EXPENDITURES

The following table sets forth the audited revenues, expenditures and changes in fund balance for the City for all governmental fund types for the fiscal years ended September 30, 2016, through September 30, 2020, inclusive, which such information has been extracted from the audited financial statements of the City for such fiscal years and should be read in conjunction with the financial statements of the City attached as Appendix C.

	2020	2019	2018	2017	2016
Revenues					
Sales and Use Tax	$237,141,754	$226,685,473	$208,966,293	$195,384,836	$190,729,980
Property Tax	71,077,318	65,167,286	66,083,001	59,517,420	57,850,973
Other taxes	50,507,374	52,525,318	47,796,692	43,907,918	45,465,453
Licenses & permits	32,514,504	29,448,382	28,208,646	26,499,649	24,901,908
Fines & forfeitures	3,382,013	3,507,915	3,826,040	4,003,972	4,466,875
Revenues from money & property	5,316,225	9,717,987	6,972,716	5,299,539	4,919,314
Charges for services	22,274,966	37,161,056	42,349,949	17,993,904	17,333,314
Intergovernmental	20,131,353	17,595,641	11,244,579	18,343,577	32,320,686
Gifts & donations	2,111,362	3,408,869	2,440,644	2,460,757	6,907,406
Other revenues	10,336,324	3,330,072	1,806,477	1,668,794	1,268,490
Total Revenues	454,793,193	448,547,999	419,695,037	375,080,366	386,164,399
Expenditures					
Current					
General government	39,293,215	39,778,460	29,488,028	30,718,856	31,372,454
Public safety	97,451,844	95,034,927	92,865,616	89,362,560	90,332,831
Public services	95,438,193	106,397,516	88,173,064	78,125,664	121,919,036
Urban development	30,623,574	26,419,907	20,403,337	20,658,265	18,328,725
Debt Service					
Principal	40,675,086	37,462,146	37,243,956	209,770,224	28,657,088
Interest	34,881,073	34,041,366	26,716,331	28,179,262	26,167,860
Fiscal charges	469	724	624	507	711
Debt issuance costs	6,500	514,302	1,269,946	1,185,748	723,615
Capital projects construction & outlay	153,287,127	95,846,575	166,255,294	66,860,745	36,777,565
Intergovernmental assistance	31,198,551	34,137,648	29,670,223	52,910,502	49,110,279
Total Expenditures	522,855,632	469,633,571	492,086,420	397,772,332	403,390,164
Excess of revenues over (under) expenditures	(68,062,439)	(21,085,572)	(72,391,383)	(22,691,966)	(17,225,765)
Other financing sources (uses)					
Long-term debt issued	16,582,628	80,078,908	166,609,194	103,482,451	121,175,789
Premium on debt issue	--	17,514,638	27,882,248	10,700,582	27,065,510
Payment to escrow agent	--		(55,291,484)	(71,944,745)	(65,074,549)
Transfers in	107,648,922	85,058,749	77,083,967	72,761,360	48,054,906
Transfers (out)	(114,834,843)	(99,295,656)	(87,800,809)	(75,618,816)	(53,123,863)
Total other financing sources (uses)	9,396,707	83,356,639	128,483,116	39,380,831	78,097,793
Net change in fund balances	(58,665,732)	62,271,067	56,091,733	16,668,865	60,872,028
Fund Balance, Beginning	349,137,549	292,982,886	240,854,290	224,165,425	163,293,397
Prior Period Adjustment	(453,133)	(6,116,404)	(3,963,137)	--	--
Fund Balance, Ending	$290,018,684	$349,137,549	$292,982,886	$240,854,290	$224,165,425

DEBT MANAGEMENT

General

The principal forms of indebtedness that the City is authorized to incur include general obligation bonds, general obligation warrants, general obligation bond anticipation notes, revenue anticipation notes, gasoline tax anticipation warrants, and various revenue anticipation bonds and warrants relating to enterprises. In addition, the City has the power to enter into certain leases which constitute a charge upon the general credit of the City. General obligation warrants, general and special obligation bonds financing street, sidewalk and sewer improvements and supported (wholly or in part) by assessments therefor, certain revenue anticipation bonds and notes and capitalized lease obligations may be issued or incurred without voter approval.

Existing statutes also permit the City, without the approval of the electorate, to enter into certain financing lease arrangements with county and municipal public building authorities with respect to needed municipal buildings and facilities; such lease arrangements are required to be on a year-to-year basis and may be considered as essentially "off-balance sheet" debt. No such financing lease arrangements on the part of the City are now in effect other than the City's lease with the Authority in the table herein below under the caption "Long-Term General Obligation Indebtedness of the City" and the Lease that will be in place between the City and the Authority upon issuance of and in connection with the Series 2022 Bonds being issued by the Authority.

There follows, in the discussion and tables below, various references to the existing City indebtedness. All such references exclude debt for the full retirement of which irrevocable deposits of funds or U.S. Government securities have been made.

Included in the material under section entitled "DEBT MANAGEMENT" are several references to the amount of assessed value of property in the City. The amount stated in each case includes and refers to only City property in Madison County. The City has annexed a substantial amount of land located in neighboring Limestone County, and also has annexed land in Morgan County. The land in Morgan County is not of the size or nature as to be material, at the present time, to the City's overall ad valorem tax collections.

Most of the Limestone County land was agricultural in nature, but in recent years there have been located thereon several industrial projects, including among other the North American plant being constructed for the manufacture of vehicles by a joint venture between Toyota Motor Corporation and Mazda Motor Corporation. See Appendix A – "CITY OF HUNTSVILLE - CERTAIN DEMOGRAPHIC INFORMATION – Major Economic Activity". The land in Limestone County, for the fiscal year most recently ended, is insignificant in relation to the assessed value of the City property in Madison County for the same fiscal year.

Long-Term General Obligation Indebtedness of the City

The City's long-term indebtedness consists of (1) general obligation warrants and bonds, (2) warrants payable solely from revenues of the sanitary sewer system of the City, (3) warrants payable solely from revenues derived from the water system the ("Water System"), electric system (the "Electric System"), and natural gas system (the "Gas System") of the City operated by Huntsville Utilities, and (4) TIF5 Revenue Warrants.

Indebtedness payable from the City's (i) Water System is issued under a Trust Indenture dated as of May 1, 2008, as supplemented and amended (the "Water System Indenture") between the City and The Bank of New York Mellon Trust Company, N.A. ("BONY"), (ii) Electric System is issued under a Trust Indenture dated July 27, 2017, as supplemented and amended (the "Electric System Indenture") between the City and BONY, and (iii) Gas System is issued under a Trust Indenture dated August 1, 2019 (the "Gas System Indenture") between the City and BONY.

General Obligation Warrants and Bonds Obligations. The following table lists the maximum amount of all long-term general obligation bonds and warrants payable by the City following entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

Description	Principal Amount Originally Issued	Principal Outstanding (not in excess of)
Series 2017 Bonds [1]	$46,965,000	$40,585,000
General Obligation Refunding and Capital Improvement Warrants, Series 2012-A	56,305,000	2,445,000
General Obligation Refunding Warrant, Series 2013-A	6,450,000	1,730,000
General Obligation Warrants, Series 2013-B	14,580,000	14,580,000
General Obligation School Warrants, Series 2013-C	77,050,000	7,775,000
General Obligation Warrants, Series 2013-D	24,970,000	2,240,000
General Obligation Warrant, Series 2013-E	6,460,000	815,000
General Obligation Warrants, Series 2014-A	54,110,000	43,980,000
General Obligation Lease Refunding & Capital Improvement Warrants, Series 2014-B	19,345,000	15,640,000
General Obligation School Refunding & Capital Improvement Warrants, Series 2014-C	27,045,000	21,265,000
General Obligation Warrants, Series 2015-A	61,390,000	48,160,000
Taxable General Obligation Warrants, Series 2015-B	8,185,000	7,095,000
General Obligation Warrants, Series 2016-A	35,725,000	32,790,000
General Obligation School Warrants, Series 2016-B	29,890,000	29,890,000
General Obligation Warrants, Series 2016-C	36,030,000	28,535,000
General Obligation School Warrants, Series 2016-D	31,550,000	28,800,000
General Obligation School Warrants, Series 2017-A	17,355,000	15,205,000
General Obligation Warrants, Series 2017-B	8,560,000	6,105,000
Taxable General Obligation Warrants, Series 2017-C	11,045,000	9,440,000
General Obligation Refunding Warrants, Series 2017-D	20,055,000	19,445,000
General Obligation Refunding School Warrants, Series 2017-E	49,195,000	48,335,000
2017 IDB Guaranty Agreement[2]	21,000,000	18,879,994
General Obligation Warrants, Series 2018-A	50,590,000	50,590,000
General Obligation Warrants, Series 2018-B	61,985,000	56,545,000
Taxable General Obligation Warrants, Series 2018-C	5,385,000	5,040,000
General Obligation Warrants, Series 2019-A	77,000,000	71,825,000
General Obligation Warrants, Series 2020-A	34,630,000	29,140,000
General Obligation School Warrants, Series 2020-B	13,265,000	11,670,000
Taxable General Obligation Warrants, Series 2020-C	31,210,000	30,600,000
Taxable General Obligation School Warrants, Series 2020-D	27,610,000	27,495,000
General Obligation Warrant, Series 2020-E	15,047,500	14,249,413
General Obligation Warrant, Series 2021	7,000,000	7,000,000
Series 2021 Bonds[3]	37,000,000	37,000,000
Series 2022 Bonds	74,285,000	74,285,000
Total	**$1,098,267,500**	**$859,174,407**

[1] Represents principal of the Series 2017 Bonds, which are revenue bond obligations issued by the Authority paid by lease payments made by the City for use of a municipal public safety and corrections facility in the City.

[2] On December 1, 2017, The Industrial Development Board of the City of Huntsville (the "IDB") issued its $21,000,000 Industrial Revenue Bond, Series 2017 (the "2017 IDB Bond") to pay the costs of constructing a manufacturing facility to be owned by the IDB. The initial tenant of the facility is Aerojet Rocketdyne, Inc. ("AR"). Under a lease agreement between the IDB and AR (the "2017 IDB Lease"), AR agreed to make certain lease payments to the IDB including, among others, payments at such times and in such amounts as shall be equal maturing installments of debt service on the 2017 IDB Bond. The 2017 IDB Bond was sold in a private placement to Regions Bank. The City has entered a guaranty agreement to Regions Bank pursuant to which the City has agreed to pay Regions Bank whatever is owed as debt service on the Series 2017 Bond in the event the IDB lacks funds from the 2017 IDB Lease for the same. The 2017 IDB Bond bears interest at a per annum rate of 4.61%, and matures over a period of 21 years.

[3] Represents principal of the Series 2021 Bonds, which are revenue bond obligations issued by the Authority paid by lease payments made by the City for use of a public amphitheater in the City.

Sewer Revenue Warrants. The City has issued warrants payable to the Alabama Water Pollution Control Authority to finance improvements to the City's sanitary sewer system (the "Sewer System"). The City has the following outstanding indebtedness payable to Alabama Water Pollution Control Authority as of February 1, 2022, all of which are payable solely out of the revenues derived from the operation of the Sewer System.

Sewer Revenue Warrant Description	**Principal Outstanding**
Sewer Revenue Warrant, Series 2011-CWSRF-DL	$1,325,000
Sewer Revenue Refunding Warrant, Series 2010D-CWSRF-BL	920,000

Warrants Payable from Water, Electric and Natural Gas System Revenues. The following tables list all outstanding bonds and warrants as of February 1, 2022 of the City payable solely out of revenues from the Water System, Electric System and Gas System of the City, each of which is operated by Huntsville Utilities:

Obligations Payable from Water System Revenues	**Principal Outstanding**
Water Revenue Warrants, Series 2021-A	$ 6,825,000
Taxable Water Revenue Warrants, Series 2021-B	71,010,000
Water Revenue Warrants, Series 2016	7,525,000
Water Revenue Warrants, Series 2015	11,680,000
Subordinated Water Revenue Warrant, Series 2013-DWSRF-DL	120,000
Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL	10,615,000
Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL	15,715,000

Huntsville Utilities also plans to request and cause the City to issue over the next 12 to 18 months limited obligation water revenue warrants to the Alabama Drinking Water Finance Authority ("ADWFA") in the amount of approximately $20,000,000 (the "Anticipated ADWFA Warrants"). The Anticipated ADWFA Warrants are expected to be payable solely from and secured solely by a pledge of revenues from the City's water system on parity of lien with the Subordinated Water Revenue Warrant, Series 2013-DWSRF-DL, Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL, and the Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL, and subordinate to the other obligations payable from water system revenues hereinabove described.

Obligations Payable from Electric System Revenues	**Principal Outstanding**
Electric Revenue Warrants, Series 2017-B	$15,255,000
Electric Revenue Warrants, Series 2017-A	53,490,000

Obligations Payable from Natural Gas System Revenues	**Principal Outstanding**
Taxable Gas System Revenue Warrant, Series 2019-B	$3,565,500
Gas System Revenue Warrant, Series 2019-A	2,658,739

TIF Revenue Warrants. In connection with the obligations of the City under an Annexation and Development Agreement dated March 25, 2010, as amended (the "Annexation and Development Agreement") between the City and L W Redstone Company, LLC ("L W Redstone"), the City from time to time issues to L W Redstone taxable limited obligation revenue warrants (the "TIF5 Revenue Warrants") payable solely out of tax increment revenues generated in connection with TIF5, hereinafter described, in order to pay the costs of various public infrastructure improvements referable to the project described in the Annexation and Development Agreement. TIF5 Revenue Warrants are payable solely out of TIF revenues generated within TIF5, and in that regard do not constitute an indebtedness of the City for purposes of the City's constitutional debt limit. Under the Annexation and Development Agreement, the City may issue up to $76,000,000 of TIF Revenue Warrants. Payment obligations evidenced by the TIF5 Revenue Warrants shall be deemed satisfied and paid in full at maturity to the extent not covered by tax increment revenues generated within the boundary of TIF5 during the term of such obligations. To date, the City has issued thirteen (13) series of limited obligation warrants aggregating in their initial face amount $73,700,000 heretofore defined as "TIF5 Revenue Warrants", leaving up to $2,300,000 in initial principal amount of such warrants available for issuance pursuant to the Annexation and Development Agreement. Outstanding TIF5 Revenue Warrants are payable solely from revenues collected within TIF5.

As permitted under the Annexation and Development Agreement, certain of these TIF5 Revenue Warrants heretofore issued have been subsequently refinanced with general obligation warrants of the City (and, as

permitted by the Annexation and Development Agreement, the City covers debt service on such general obligation warrants with TIF revenues collected within TIF5). These refinancings do not alter or otherwise increase the availability for additional TIF5 Revenue Warrants beyond the $2,300,000 remaining maximum amount stated above.

Future Borrowings. Pursuant to its ten-year Capital Improvement Plan and other initiatives, the City anticipates borrowing approximately $45 million in the next 36 months. These borrowings are anticipated to be made in order to finance additional capital projects expected during 2022 and 2023. In addition, the City may from time to time borrow additional money in connection with various City projects or at the request of the Huntsville School System based on its administration of the School Tax. The City expects to borrow approximately $6.0 million for public school capital improvements within the City.

Payment Record. The City has never defaulted in the payment of debt service on its warrants, bonds or other funded indebtedness, nor has it refunded indebtedness for the purpose of preventing or avoiding such a default.

Legal Debt Margin

The City's constitutional debt limit is an amount equal to twenty percent (20%) of the assessed value of the property therein. However, the following, among other types of indebtedness, are under existing general law not chargeable to the City's constitutional debt limit: obligations issued for the purpose of acquiring, providing or constructing schools, waterworks or sewers; obligations incurred for street or sidewalk improvements where the costs thereof, in whole or in part, are to be assessed against the property abutting such improvements; subject to certain conditions, tax anticipation notes; certain lease obligations; and revenue securities issued for the purpose of extending, enlarging or improving water, electric, gas or sewer systems and payable solely from the revenues of one or more of such systems. Further, by virtue of a constitutional provision applicable only to the City and Madison County, certain general obligation bonds issued for industrial development purposes, which may themselves be issued in an amount up to 20% of the assessed value of the property in the City, are also not chargeable to the generally applicable 20% debt limit. No such general obligation industrial development bonds may be issued, however (except for financing the acquisition of industrial sites), unless the City simultaneously enters into a lease or other similar arrangement providing for net rentals sufficient to pay debt service. The City does not have any such general obligation industrial development bonds outstanding.

The following schedule analyzes the City's estimated constitutional debt margin upon entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

Assessed value (real and personal property); October 1, 2020 real property assessment date[1]	$3,970,072,000
Debt limit (20% of assessed value)	794,014,400
Maximum amount of all direct outstanding debt payable by the City[2]	859,174,407
Less those portions not chargeable to debt limit:	
Lease revenue bonds of the Authority paid by the City[3]	77,585,000
Series 2018-A Warrants[4]	50,590,000
Series 2022 Bonds	74,285,000
Sewer and school purpose direct debt:	
General obligation sewer warrants	34,924,440
Warrants issued for school purposes	200,850,102
Total debt not chargeable to debt limit	438,234,542
Maximum amount of debt chargeable to debt limit	420,939,865
Estimated constitutional debt margin (not less than)	$373,074,535

[1] The total reported by the Madison County Tax Assessor on the abstract for the city district tax, which is the basis for collection of the 6.5 mill general fund and 6.5 mill special revenue fund tax, along with the total reported by the Limestone County Tax Assessor and the Morgan County Tax Assessor. The most recent assessment date pertinent to this calculation is October 1, 2020.

[2] Includes all general obligation warrant and bond debt service of the City. All other long-term indebtedness of the City, consisting of (i) warrants payable solely from the Sewer System, (ii) warrants payable from the water, electric or natural gas systems of the City

operated by Huntsville Utilities, and (ii) TIF Revenue Warrants payable solely from TIF revenues, are exempt from the constitutional debt limit and, therefore, are excluded from this figure.
(3) The Series 2017 Bonds and the Series 2021 Bonds.
(4) The Series 2018-A Warrants were issued under and in accordance with Amendment 919 to the Constitution of Alabama of 1901, under which the said warrants are exempt from the City's constitutional debt limit.

Direct and Overlapping Tax-Supported Debt

The following schedule reflects the maximum amount of direct and overlapping tax-supported debt of the City upon entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority:

	Net Direct Debt Outstanding	Percent of Debt Applicable to the City	City's Share of Debt*
Direct Debt			
General Obligation Bonds and Warrants	$859,174,407	100%	$859,174,407
Overlapping Debt			
Madison County, general obligation debt	$42,254,242(1)	55.5%(1)	$23,451,104
Limestone County, general obligation debt	$13,685,000(2)	4.9%(2)	$670,565
Morgan County, general obligation debt	$19,495,000(3)	0.0%(3)	$0.00
Total			$883,296,076

* Includes all general obligation warrant and bond debt service of the City, as well as debt service referable to the Series 2022 Bonds pursuant to the Lease. All other long-term indebtedness of the City, consisting of (i) warrants payable solely from the Sewer System, (ii) warrants payable from the water, electric and natural gas systems of the City operated by Huntsville Utilities, and (ii) TIF Revenue Warrants are payable from specific enterprise or, in the case of TIF5 Revenue Warrants, similar revenue streams and, therefore, are not included in the calculation of direct debt of the City.
(1) As of October 1, 2021. The Madison County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Madison County (215,572) and the total population of Madison County as of the 2020 federal census (388,153).
(2) Outstanding debt as presented in audited financial statements of Limestone County for the fiscal year ended September 30, 2019. The Limestone County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Limestone County (5,024) and the total population of Limestone County as of the 2020 federal census (103,570).
(3) As of October 1, 2021. The Morgan County percentage reflects the ratio of the population estimated by the City as of July 2021 as residing in the City and living in Morgan County (0) and the total population of Morgan County as of the 2020 federal census (123,421).

The following schedule shows the percentage of maximum direct and overlapping tax-supported debt to assessed value per capita in the City following entry of the Lease simultaneously with the issuance of the Series 2022 Bonds by the Authority.

Direct general obligation debt	$859,174,407
Overlapping	$24,121,669
Total (direct and overlapping debt)	$883,296,076
Assessed value of property in City (10/01/2020 assessment date)	$3,970,072,000
Ratio of direct debt to City's assessed value	21.64%
Ratio of direct and overlapping debt to City's assessed value	22.25%
Fiscal Year 2021 population of City (estimated by City, July 2021)	220,596
Per capita direct debt	$3,895
Per capita direct and overlapping debt	$4,004

SCHEDULED GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS OF THE CITY

Annual Debt Service Requirements for all General Obligation Warrants and Bonds Payable by the City

The following table reflects the scheduled annual debt service requirements on a fiscal year basis respecting all general obligation warrants and bonds paid by the City, including debt service respecting the Series 2022 Bonds:

Fiscal Year	Existing Fixed Rate Debt[1]	Series 2022 Bonds[2]	Total Debt Service[2]
2022	$81,735,323	$1,513,053	$83,248,376
2023	80,309,306	4,778,675	85,087,981
2024	78,745,387	4,778,850	83,524,237
2025	76,191,735	4,780,500	80,972,235
2026	77,439,677	4,778,500	82,218,177
2027	73,073,939	4,778,375	77,852,314
2028	71,549,005	4,779,875	76,328,880
2029	70,783,835	4,777,875	75,561,710
2030	62,341,515	4,777,250	67,118,765
2031	62,979,907	4,777,750	67,757,657
2032	59,778,031	4,779,125	64,557,156
2033	57,977,694	4,781,125	62,758,819
2034	50,508,009	4,778,625	55,286,634
2035	42,735,333	4,776,500	47,511,833
2036	37,214,563	4,779,375	41,993,938
2037	29,648,377	4,777,000	34,425,377
2038	18,569,613	4,779,125	23,348,738
2039	9,058,510	4,780,375	13,838,885
2040	2,916,282	4,780,500	7,696,782
2041	2,918,721	4,779,250	7,697,971
2042	471,088	4,781,250	5,252,338
2043	469,312	4,776,250	5,245,562
2044	466,907	4,778,875	5,245,782
2045	468,873	4,778,625	5,247,498
2046	--	4,780,125	4,780,125
2047	--	4,778,000	4,778,000
2048	--	4,776,875	4,776,875
2049	--	4,781,125	4,781,125
2050	--	4,780,250	4,780,250
2051	--	4,778,875	4,778,875
2052	--	4,776,500	4,776,500

[1] Includes: the Series 2012-A Warrants, the Series 2013-A Warrant, the Series 2013-B Warrants, the Series 2013-C Warrants, the Series 2013-D Warrants, the Series 2013-E Warrant, the Series 2014-A Warrants, the Series 2014-B Warrants, the Series 2014-C Warrants, the Series 2015-A Warrants, the Series 2015-B Warrants, the Series 2016-A Warrants, the Series 2016-B Warrants, the Series 2016-C Warrants, the Series 2016-D Warrants, the Series 2017-A Warrants, Series 2017-B Warrants, the Series 2017-C Warrants, the Series 2017-D Warrants, the Series 2017-E Warrants, the Series 2018-A Warrants, the Series 2018-B Warrants, the Series 2018-C Warrants, the Series 2019-A Warrants, the Series 2020-A Warrants, the Series 2020-B Warrants, the Series 2020-C Warrants, the Series 2020-D Warrants, the Series 2020-E Warrant, and the Series 2021 Warrant. Also includes annual debt service (assuming renewal of the lease related thereto through final scheduled maturity of the Series 2017 Bonds) on the Series 2017 Bonds, and annual debt service (assuming renewal of the lease related thereto through final scheduled maturity of the Series 2021 Bonds) on the Series 2021 Bonds.

[2] Assumes renewal by the City of the Lease for the Facility through final scheduled maturity of the Series 2022 Bonds.

AD VALOREM TAXES

General

The levy and collection of ad valorem taxes in Alabama are subject to the provisions of the Constitution of Alabama of 1901, which limits the ratios at which property may be assessed, specifies the maximum millage rates that may be levied on property and limits total ad valorem taxes on any property in any year. Recent constitutional changes and statutory enactments, summarized below, have caused significant changes in Alabama's ad valorem tax structure.

Classification of Taxable Property

For purposes of ad valorem taxation, all taxable property in Alabama is required under current law to be divided into the following four classes:

Class I	-	All property of utilities used in their business*
Class II	-	All property not otherwise classified*
Class III	-	All agricultural, forest and single family, owner-occupied residential property, and historic buildings and sites
Class IV	-	Private passenger automobiles and pickup trucks

*Under applicable law, railroad property is not considered Class I (utility) property and is instead Class II.

Taxable property designated as "Class III" may, upon the request of the owner of such property, be appraised at its "current use value" rather than its "fair and reasonable market value". "Current use value" was originally defined in a legislative act as the value of such property based on the use being made of it on October 1 of the preceding year, without taking into consideration the "prospective value such property might have if it were put to some other possible use." Amendatory legislation, effective since the beginning of the 1981-82 tax year, extensively revised the formulas and methods to be used in computing the current use property value of agricultural and forest property. However, the original statutory definition, though somewhat modified, remains applicable to residential and historical property. There are exempted from all ad valorem taxes household and kitchen furniture, farm tractors, farming implements when used exclusively in connection with agricultural property, and inventories of goods, wares and merchandise.

Assessment Ratios

The following are the assessment ratios now in effect in the City for purposes of state and local taxation:

Class	I	–	30%
Class	II	–	20
Class	III	–	10
Class	IV	–	15

Although current law provides in effect that with respect to ad valorem taxes levied by the City, the governing body of the City may, subject to the approval of the Legislature and of a majority of the electorate of the City at a special election, and in accordance with criteria established by legislative act, adjust (by increasing or decreasing) the ratio of assessed value of any class of taxable property to its fair and reasonable market value or its current use value (as the case may be), the governing body of the City has not heretofore sought to make any adjustment of the assessment ratio applicable to any class of taxable property in the City and has no present plans for any such adjustment. The Legislature has no power over the adjustment of assessment ratios pertaining to local taxes except to approve or disapprove an adjustment proposed by a local taxing authority. The assessment ratio applicable to each class of taxable property must in any event be uniform with respect to ad valorem taxes levied by the City.

Current Ad Valorem Tax Rates

Existing law provides that the rate of any ad valorem tax levied by the City may be increased only after the approval of the Alabama Legislature and of a majority of the electorate of the City at a special election. A general constitutional limitation on the total ad valorem taxes (*i.e.*, state, county, municipal, school district, etc.) on any property in any one year to certain percentages of the fair and reasonable market value of such property is by its terms not applicable to property in the City.

The City is located within each of Limestone County, Alabama ("Limestone County"), Madison County, Alabama ("Madison County"), and Morgan County, Alabama ("Morgan County"). Ad valorem taxes on property in the City within each of the aforesaid three counties are currently levied (*i.e.*, for the tax year ending September 30, 2022) as follows:

Limestone County

Levying Entity	**Rates in Mills (Dollars per $1,000 of Assessed Value)**
State of Alabama	6.5
Limestone County:	
General	7.0
Road and Bridge/Public Building	3.5
Hospital	3.0
County-wide School	5.5
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	22.0
Total Mills	59.5

Source: Alabama Department of Revenue

Madison County

Levying Entity	**Rates in Mills (Dollars per $1,000 of Assessed Value)**
State of Alabama	6.5
Madison County:	
General	7.0
Road and Bridge	4.0
County-wide School	5.5
District School	15.5
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	6.5
Total Mills	58.0

Source: Alabama Department of Revenue

Morgan County

Levying Entity	**Rates in Mills (Dollars per $1,000 of Assessed Value)**

State of Alabama	6.5
Madison County:	
General	7.2
Road and Bridge	3.6
Fire Protection	3.0
County-wide School	5.8
City of Huntsville:	
General	6.5
Bond Tax	6.5
School Tax	10.7
Total Mills	49.8

Source: Alabama Department of Revenue

Homestead Exemption

The governing body of the City is authorized by law to grant a homestead exemption of not exceeding $4,000 in assessed value against any City ad valorem tax except one "earmarked for public school purposes." The City Council has not heretofore granted any such homestead exemption against any of the ad valorem taxes currently levied by the City.

Property Tax Litigation

The validity of the levy, assessment and collection of ad valorem taxes in Alabama have been from time to time the subject of significant litigation in both state and federal courts, which has on occasion resulted in substantial changes in Alabama's property tax system affecting ad valorem tax receipts of the various taxing authorities (including the City). However, no such litigation is, to the City's knowledge, presently pending. The City has not been a party to any such litigation that relates solely to ad valorem taxes levied by the City.

Assessment and Collection

Ad valorem taxes on taxable properties, except motor vehicles and public utility properties, are assessed by the County Tax Assessor and collected by the County Tax Collector. Ad valorem taxes on motor vehicles in the City are assessed and collected by the Madison County License Director, and ad valorem taxes on public utility properties are assessed by the State Department of Revenue and collected by the County Tax Collector.

Ad valorem taxes are due and payable on October 1 and delinquent after December 31 in each year (except for taxes with respect to motor vehicles, which have varying due dates), after which a penalty and interest are required to be charged. If real property taxes are not paid by the March 1 following the due date, a tax sale is required to be held.

Property Re-Evaluation Program

Under existing procedures of the State Department of Revenue, each county in the State is effectively required to carry out a property reappraisal program at least once every five years. The Department of Revenue also annually reviews the appraised values and the fair market values of a representative sample of taxable property in each county in the State. A county property reappraisal program is customarily ordered by the Department of Revenue if such annual review indicates that the appraised value of property in such county has fallen below 85% of its then current fair market value. The current level of property tax collection is dependent on many factors, including possible taxpayer appeals from increased property assessments. There can be no assurance that the current level of property tax collection will continue.

Assessed Valuations

The City is located mainly within Madison County, but smaller portions of the City exist in Limestone County and Morgan County. Historically, the City presented its assessed values based solely from those portions of the City located in Madison County because the vast majority of the City and its citizens are located in Madison County. However, over the past several years the City experienced substantial industrial and commercial growth and development within Limestone County, and the City has determined to include those portions of the City located within Limestone County and Morgan County, commencing with the 2021 tax year (for which assessments were made on October 1, 2020), when presenting information regarding City assessed values in this Official Statement.

Madison County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Madison County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$4,015,281	$16,919	$350,461	$(578,597)	$3,804,064
2019	3,631,402	17,621	318,648	(385,376)	3,582,295
2018	3,470,746	18,416	295,485	(508,991)	3,275,656
2017	3,217,860	20,906	285,517	(460,143)	3,064,140
2016	3,113,218	21,064	294,537	(486,073)	2,942,746

Limestone County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Limestone County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$532,687	$274	$10,436	$(377,511)	$165,886
2019	199,543	243	8,732	(57,406)	150,752

Morgan County. The following table shows the estimated assessed values, by category, of properties within the corporate limits of the City located within Morgan County as of the indicated assessment dates:

Real and Personal Property Assessed Values
(in thousands)*

Assessment Date October 1	Residential/ Corporate	Public Utilities	Motor Vehicles	Exemptions	Total
2020	$256	$0.00	N/A	$(0.00)	$256
2019	257	$0.00	N/A	$(0.00)	257

PENSION AND OTHER POST-EMPLOYMENT BENEFITS

Defined Benefit Pension Plan

The City participates in the Employees' Retirement System of Alabama (the "State System") which is operated by the State of Alabama. Contributions are made by employees and the City to the State System. Membership is compulsory for all employees of the City and the State System acts only in an administrative capacity with respect to the City plan. The information given below respecting the participation of the City in the State System relates only to the administration of the local plan by the State System and should not be interpreted as indicating that the State System is in any way responsible for the funding of any benefits payable to employees of the City.

In general, employees of the City participating in the State System are entitled to the same benefits provided for State employees as though those local employees were State employees having comparable years of covered service. Upon such election, the State System administers the local plan and the rates of contributions to be made by the City are determined by the actuary for the State System. The cost of providing benefits is borne by the City and no part of such cost is paid by the State System.

Employees of Huntsville Utilities are subject to separate contribution rates established by the Water, Electric and Natural Gas Boards, respectively, and the Employees' Retirement System. Funding for such retirement plans is derived from revenues of Huntsville Utilities and not from general funds of the City.

See Note #11 - "Pension Plans" to the audited financial statements of the City attached as Appendix C for more information about the City's participation in the State System and the City's pension plans, pension liability and related information.

Retirement plans for teachers in the City's school system are funded by the State Teachers' Retirement System (the "Teachers' System"), maintained by the State of Alabama. Because the State of Alabama has assumed responsibility for providing retirement plans for public school teachers, the City historically has had no direct responsibility in this area.

Unlike the Teachers' System, the State System does not undertake to fund the retirement plans of participating local governments and acts only in an administrative capacity, and then only upon the election of local governments. The statute permitting such election provides that the "retirement system shall not be liable for the payment of any pensions or other benefits on account of the employees or pensioners of any employers under this section, for which reserves have not been previously created from funds contributed by such employer or its employees for such benefits." The statute further provides that the agreement of the City to contribute to the Employees' System on account of its employees is irrevocable, but should it become financially unable to make the normal and accrued liability contribution, the City would be deemed to be in default under the State System.

Other Post-Employment Benefits

The City provides certain post-retirement health insurance benefits (the "OPEB Plan") to qualifying retired employees (generally, those employees age 55 or older with 25 years of consecutive service or those employees with 30 consecutive years of service, regardless of age).

See Note #12 "Other Post-Employment Benefits (OPEB)" to the audited financial statements of the City attached as Appendix C for more information about the OPEB Plan.

LITIGATION AND OTHER MATTERS

The City is a defendant in various lawsuits, and there are various other claims pending or threatened against the City with respect to which lawsuits may be filed, including several under Section 1983 of Title 42 of the United States Code. The City does not, on account of availability, costs and coverages offered, carry any general or professional liability insurance (though the City does carry general liability insurance for public transit vehicles and drivers). Except as stated in the last paragraph under this heading, in the opinion of the City Attorney, the maximum

probable liability of the City with respect to all the lawsuits and claims that are pending or threatened against the City, taken together, will not have a material adverse effect on the financial condition of the City.

Court decisions have substantially eroded the immunity from tort liability formerly enjoyed by local governmental units in Alabama. However, Chapter 93 of Title 11 of the Code of Alabama 1975, as amended, now prescribes certain maximum limits on the liability of local governmental units (such as the City) for bodily injury, sickness, disease or death sustained by a person and for injury or destruction of tangible property. These limits are presently $100,000 in the case of bodily injury or death of one person in any single occurrence, $300,000 in aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence, and $100,000 in the case of property damage arising out of a single occurrence. Applicable decisions of the Supreme Court of Alabama have upheld the constitutionality of Chapter 93 (although indicating that there is no statutory "aggregate limit" with respect to property damage arising out of a single occurrence comparable to that specified for personal injury or death claims) and have limited the applicability of Chapter 93 to causes of action arising after its effective date, May 23, 1977. While the matter may not be free from doubt, it should be assumed that the liability limitations of Chapter 93 are not applicable to causes of action under Section 1983 of Title 42 of the United States Code.

APPENDIX D
PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY

APPENDIX D
PROPOSED FORM OF APPROVAL OPINION OF BOND COUNSEL TO THE AUTHORITY

We have examined certified copies of proceedings and other documents showing the organization under the laws of Alabama of **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE** (herein sometimes called the "Authority"), together with certified copies of proceedings of the Authority and other documents submitted to us pertaining to the issuance and validity of

$74,285,000
THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF HUNTSVILLE
Lease Revenue Bonds
Series 2022

(herein called the "Bonds"). We have not examined the title of the Authority to the real property hereinafter referred to, but we have, for purposes of this opinion, assumed that the Authority has good and marketable title to said real property subject only to Permitted Encumbrances (as defined in the Indenture hereinafter referred to and herein called "Permitted Encumbrances"). The statements hereinafter made and the opinions hereinafter expressed are based upon our examination of said proceedings, documents and said assumption of title.

The documents submitted to us show as follows:

(a) that the Bonds have been issued under and are secured by a Trust Indenture dated the date of the Bonds (herein called the "Indenture"), between the Authority and Regions Bank, as trustee (together with its successors in trust herein called the "Trustee");

(b) that the Authority and the City of Huntsville (herein called the "City") have entered into a Lease Agreement dated the date of the Bonds (herein called the "Lease") wherein the Authority has leased to the City certain real property (herein called the "Real Property") and the city hall facility to be located thereon (herein called the "Facility" and, together with the Real Property, the "Leased Property");

(c) that the Lease provides for the lease of the Leased Property by the City for a current term ending September 30, 2022, and further provides for the renewal of the Lease thereafter, at the sole option of the City, for the successive annual terms coinciding with the fiscal year of the City (such fiscal year being a period of twelve consecutive months beginning on each October 1 and continuing until the next succeeding September 30 and being herein called a "Fiscal Year") until and including the Fiscal Year (or part thereof) during which the Bonds shall be paid in full;

(d) that the Lease provides that, during each Fiscal Year for which it shall be in effect, the City will pay to the Authority certain amounts, including such amount as shall equal debt service on the Bonds coming due in such Fiscal Year, all such payments by the City for each Fiscal Year to be made solely from current revenues of the City for the same Fiscal Year; and

(e) that in the Indenture the Authority has reserved the right to issue Additional Bonds (herein called the "Additional Bonds"), without express limit as to principal amount, on a parity with the Bonds as respects the security afforded by the Indenture, but only upon compliance with the applicable conditions specified in the Indenture.

We are of the following opinion:

(1) that the Authority has been duly organized as and is a validly existing public corporation pursuant to and under the laws of Alabama and has corporate power to issue the Bonds, to execute and deliver the Lease and the Indenture and to perform the agreements on its part contained in each of said instruments;

(2) that the Bonds have been duly authorized, sold, executed, authenticated and issued in the manner provided by the applicable provisions of the constitution and laws of Alabama, are in due and legal form and evidence valid and binding limited obligations of the Authority payable, as to principal, interest and premium (if any), solely out of revenues to be derived by the Authority from the Leased Property, as it may at any time exist;

(3) that the Indenture and the Lease have been duly authorized by the Authority and constitute valid and binding obligations of the Authority;

(4) that payment of the principal of and the interest (and premium, if any) on the Bonds is secured, pro rata and without preference or priority of one over another or of any of the Bonds over any of the Additional Bonds, by the lien of the Indenture and by a valid pledge of payments of Basic Rent, as defined in the Lease, , which the Lease requires the City to pay directly to the Trustee for the benefit of the Bonds;

(5) that, the aforesaid pledge for the benefit of the Bonds is a valid pledge of said revenues;

(6) that the Lease has been duly authorized, executed and delivered on behalf of the City;

(7) that for each Fiscal Year in which it shall be renewed by the City, the Lease will constitute a valid, binding and enforceable agreement of the City, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally; and

(8) that the interest on the Bonds is, under existing statutes, exempt from Alabama income taxation.

We are further of the opinion that, under the Internal Revenue Code of 1986, as amended (herein called the "Code"), as presently construed and administered, and assuming compliance by each of the Authority and the City with its covenants pertaining to certain requirements of federal tax law that are set forth in the proceedings authorizing the issuance of the Bonds and in the tax compliance agreement and certificate executed by the Authority and the City in connection with the Bonds, the interest on the Bonds will be excludable from gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code, and the interest on the Bonds will not be an item of tax preference included in alternative minimum taxable income for the purpose of computing the minimum tax imposed by Section 55 of the Code. We express no opinion with respect to the federal tax consequences to the recipients of the interest on the Bonds under any provision of the Code not referred to above.

The Indenture provides that in the event the Authority should default in any of the provisions thereof in the manner and for the time therein provided, the Trustee may declare all the bonds secured thereby and then outstanding thereunder forthwith due and payable, and the Trustee shall be entitled to exercise the rights specified in the Indenture. The mortgage lien of the Indenture, however, is not foreclosable, and the remedies available to the Trustee and the holders of the bonds issued under the Indenture will not include foreclosure or sale of the Leased Property or any part thereof.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The rights of the holders of the Bonds and the enforceability thereof and of the Indenture and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The rights of the holders of the Bonds and the enforceability thereof and of the Indenture and the Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to or update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Yours very truly,

APPENDIX E
SUMMARY OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX E
SUMMARY OF CONTINUING DISCLOSURE AGREEMENT

General. The following is a summary of the Continuing Disclosure Agreement (the "Agreement") entered into by the City for the benefit of the holders of the Series 2022 Bonds, in order to assist the Underwriter in complying with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission of the United States of America (the "Commission") pursuant to the Securities Exchange Act of 1934. Except where otherwise defined in this Appendix, all capitalized terms have the meaning assigned in the front portion of this Official Statement.

Annual Report of the City. The City agrees, in accordance with the provisions of the Rule, to provide or cause to be provided through EMMA (or such other system as may be subsequently authorized by the MSRB), not later than 270 days after the close of each fiscal year of the City (October 1 – September 30), commencing with the fiscal year ending September 30, 2021, a report (the "City's Annual Report") containing:

(i) the audited general purpose financial statements of the City, prepared in accordance with accounting principles generally accepted in the United States of America, and the notes thereto, and

(ii) if not otherwise contained in the Annual Report, the following information for the fiscal year being reported:

(a) receipts of (i) the 6.5 mill general purpose ad valorem tax levied by the City, (ii) TVA Payments in Lieu of Property Taxes and (iii) Huntsville Utilities Electric Payments in Lieu of Property Taxes, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Property Taxes and Payments in Lieu of Taxes" in APPENDIX C;

(b) collections of sales and use taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Sales and Use Taxes" in APPENDIX C;

(c) collections of privilege license taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Licenses and Permits" in APPENDIX C; and

(d) to the extent available from applicable taxing authorities, the assessed value of real property in the City, or, to the extent actual assessed values are not available, estimated assessed values of such real property, in format substantially similar (with respect to such real property) to the tables shown under the heading "AD VALOREM TAXES – Assessed Valuations" in APPENDIX C.

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of the City's Annual Report, to the extent necessary or appropriate in the judgment of the City; provided, that the City agrees that any such modification will be done in a manner consistent with the Rule.

Notice of Certain Events. The City agrees to provide or cause to be provided, in a timely manner not in excess of ten (10) business days after the occurrence of the event, through EMMA (or such other system subsequently authorized by the MSRB), notice of the occurrence of any of the following events with respect to the Series 2022 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;

7. modifications to rights of security holders, if material;

8. bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2022 Bonds, if material;

11. rating change;

12. bankruptcy, insolvency, receivership or similar event of the obligated person;

13. the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. failure of the City to timely file its Annual Report;

16. incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; or

17. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties.

Additional Information. The City may from time to time choose to provide other information in addition to the information and notices listed above, but the City does not undertake in the Agreement to commit to provide any such additional information or to update or to continue to provide such additional information or notices once provided.

Amendment; Waiver

The City may amend the Agreement and any provision of the Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not cause the undertakings therein to violate the Rule taking into account any subsequent change in or official interpretation of the Rule.

Beneficiaries and Enforcement

The City agrees that its undertakings pursuant to the Rule set forth in the Agreement are intended to be for the benefit of the holders of the Series 2022 Bonds and shall be enforceable by such holders. No failure by the City to comply with its obligations under the Agreement shall constitute an event of default under the Indenture or under the Lease.

APPENDIX F
BOOK-ENTRY ONLY SYSTEM

APPENDIX F
BOOK-ENTRY ONLY SYSTEM

Portions of the following information concerning The Depository Trust Company ("DTC") and DTC's book-entry system have been obtained from DTC. The Authority and the Underwriter make no representation as to the accuracy of such information. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

Initially, DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds initially will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. Initially, one fully-registered bond certificate for each maturity will be issued for the Series 2022 Bonds, in the aggregate principal amount of the Series 2022 Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Trusteeing Law, a "Trusteeing organization" within the meaning of the New York Trusteeing Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, Trustees, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, Trustees, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. So long as the Series 2022 Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2022 Bonds.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2022 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

As long as the book-entry system is used for the Series 2022 Bonds, redemption notices will be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Series 2022 Bonds, principal, premium, if any, and interest payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, and disbursement of such payments to the Participants or the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC may discontinue providing its services as securities depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Authority or the Trustee. In addition, the Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Under either of such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Authority and the Trustee will have no responsibility or obligation to any securities depository, any Participants in the book-entry system, or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the securities depository or any Participant; (ii) the payment by the securities depository or by any Participant of any amount due to any Participant or Beneficial Owner, respectively, in respect of the principal amount or redemption or purchase price of, or interest on, any of the Series 2022 Bonds; (iii) the delivery of any notice by the securities depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2022 Bonds; or (v) any other action taken by the securities depository or any Participant.

APPENDIX G
AUDITED FINANCIAL STATEMENTS OF THE CITY
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

APPENDIX H
FORM OF LEASE

APPENDIX I
FORM OF INDENTURE

Exhibit V
Agency Agreement

This **CONSTRUCTION AGENCY AGREEMENT** (this "Agreement") is entered between **THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE**, a public corporation organized and existing under the provisions of Chapter 56 of Title 11 of the Code of Alabama of 1975 (herein sometimes called the "Authority"), and the **CITY OF HUNTSVILLE,** a municipal corporation in the State of Alabama (herein sometimes called the "City") as of the Effective Date hereafter defined,

RECITALS:

WHEREAS, the City has determined it to be necessary, wise and in the public interest to cause to be constructed and developed a new facility, including parking deck and related improvements, to serve as city hall for operations of the City (the "City Hall Project"), which will be constructed on land of the City to be transferred and conveyed by the City to the Authority; and

WHEREAS, in order to be in a position to proceed with the City Hall Project if so determined by the City and the Authority, it will be necessary that various actions and agreements be undertaken now including, without limitation, the bidding, negotiation and finalization of contracts, agreements and other instruments for site preparation and the design, development, construction, installation, equipping, and provision of the City Hall Project (collectively, the "Contracts and Agreements"), and

WHEREAS, the Authority desires that the City act as agent for the Authority in connection with bidding, procuring, and obtaining all Contracts and Agreements, and to take and perform all other activities incident to site preparation and the design, development, construction, installation, equipping, and provision of the City Hall Project by and on behalf of the Authority, and the City is, subject to the provisions hereof, willing to act as the agent of the Authority in connection with the same;

NOW THEREFORE, in consideration of the respective agreements on the part of the Authority and the City herein contained, the Authority and the City do hereby agree as follows

Section 1. Agreement Respecting Construction Activities; Construction Contracts and Agreements The City shall act as agent of the Authority in connection with all activities incident to the City Hall Project including, without limitation, all Contracts and Agreements for the City Hall Project.

Section 2. Additional Documents. The Authority and the City may execute and deliver such additional documents, certificates and instruments as may be necessary or appropriate to carry out the intent of this Agreement.

Section 3 Limited Effect of Agreement on Obligation of City Neither the execution and delivery of this Agency Agreement nor any other actions taken by the City shall constitute a general liability of the City and shall not be construed to require the City to make any payments with respect to the construction of the City Hall Project except as specifically set forth in separate agreements entered into by the City, or by other lawful action of the City

Section 4. Assignment. This Agency Agreement shall not be assigned by the City or the Authority, and any instrument purporting or attempting to assign any interest hereunder shall be void.

Section 5. Binding Effect. This Agency Agreement shall inure to the benefit of and shall be binding upon the Authority and the City

IN WITNESS WHEREOF, the parties have entered into this Agreement this 18th day of Nov., 2021 (the "Effective Date")

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

By _____
Its Chairman

Attest:

_____
Its Secretary

CITY OF HUNTSVILLE

By _____
Mayor

Attest:

_____
City Clerk

Exhibit VI
Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

by

CITY OF HUNTSVILLE, ALABAMA

for the benefit of

BENEFICIAL OWNERS OF

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF HUNTSVILLE

$74,285,000
LEASE REVENUE BONDS
SERIES 2022

DATED MARCH 3, 2022

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement") dated March 3, 2022, is entered into by the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the "City"), for the benefit of the beneficial owners of the Series 2022 Bonds described herein.

R E C I T A L S:

Contemporaneously with the execution and delivery of this Agreement by the City, The Public Building Authority of the City of Huntsville (the "Authority") will issue its $74,285,000 Lease Revenue Bonds, Series 2022, dated the date hereof (the "Series 2022 Bonds"), pursuant to the provisions of a Mortgage Indenture and Deed of Trust dated March 3, 2022 (the "Indenture"). The Series 2022 Bonds are being issued for the purpose of (i) paying the costs of designing, developing, constructing, equipping and installing on certain real property within the City a new city hall facility and related parking improvements (together with such real property, the "Project"), and (ii) paying the costs of issuing the Series 2022 Bonds. The Series 2022 Bonds are payable from and secured by certain rental payments to be made by the City under that certain Lease Agreement dated the date of the Series 2022 Bonds, between the Authority and the City (the "Lease Agreement").

The Series 2022 Bonds are subject to the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission of the United States of America (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended. The Series 2022 Bonds have been issued to Stifel, Nicolaus & Associates, Incorporated (the "Underwriter"), and the Authority has delivered to the Underwriter its Official Statement with respect to the Series 2022 Bonds dated February 16, 2022 (the "Official Statement"). There are no "obligated persons," as defined in the Rule, with respect to the Series 2022 Bonds, other than the City.

The parties hereto have entered into the Agreement in order to assist the Underwriter in complying with the Rule.

NOW, THEREFORE, the City does hereby undertake and agree with the beneficial owners of the Series 2022 Bonds as follows:

Section 1. Annual Report of the City. The City agrees, in accordance with the provisions of the Rule, to provide or cause to be provided through EMMA (or such other system subsequently authorized by the MSRB), as designated by the Commission in accordance with the Rule, not later than 270 days after the close of each fiscal year of the City (October 1 – September 30), commencing with the fiscal year ending September 30, 2021, a report (the "City's Annual Report") containing:

(i) the audited general purpose financial statements of the City, prepared in accordance with accounting principles generally accepted in the United States of America, and the notes thereto, and

(ii) if not otherwise contained in the Annual Report, the following information for the fiscal year being reported:

(a) receipts of (i) the 6.5 mill general purpose ad valorem tax levied by the City, (ii) TVA Payments in Lieu of Property Taxes and (iii) Huntsville Utilities Electric Payments in Lieu of Property Taxes, in format substantially similar to the table shown under the heading " SOURCES OF REVENUES – Property Taxes and Payments in Lieu of Taxes" in Appendix C of the Official Statement;

(b) collections of sales and use taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Sales and Use Taxes" in Appendix C of the Official Statement;

(c) collections of privilege license taxes levied by the City, in format substantially similar to the table shown under the heading "SOURCES OF REVENUES – Sales Taxes and License Fees – Licenses and Permits" in Appendix C of the Official Statement; and

(d) to the extent available from applicable taxing authorities, the assessed value of real property in the City, or, to the extent actual assessed values are not available, estimated assessed values of such real property, in format substantially similar (with respect to such real property) to the table shown under the heading "AD VALOREM TAXES – Assessed Valuations" in Appendix C of the Official Statement.

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of the City's Annual Report, to the extent necessary or appropriate in the judgment of the City; provided, that the City agrees that any such modification will be done in a manner consistent with the Rule.

Section 2. Notice of Certain Events. The City agrees to provide or cause to be provided, in a timely manner not in excess of ten (10) business days after the occurrence of the event, through the EMMA system (or any such other system subsequently authorized by the MSRB), notice of the occurrence of any of the following events (the "Listed Events") with respect to the Series 2022 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds, or other material events affecting the tax status of the Series 2022 Bonds;

(7) modifications of the rights of holders of the Series 2022 Bonds;

(8) calls for redemption, other than scheduled mandatory redemption, of any of the Series 2022 Bonds if material, and notice of tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Series 2022 Bonds;

(11) any change in rating on the Series 2022 Bonds;

(12) bankruptcy, insolvency, receivership or similar event of the City or of any obligated person respecting the Series 2022 Bonds;

(13) the consummation of a merger, consolidation, or acquisition involving the City or any obligated person respecting the Series 2022 Bonds (each, an "Obligated Person") or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinance course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement related to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a Financial Obligation of an Obliged Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obliged Person, any of which affect security

holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obliged Person, any of which reflect financial difficulties.

As used herein, "Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b). The term financial obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule.

Section 3. Failure to Timely File Annual Reports. The City, in a timely manner, shall file notice in accordance with the Rule of a failure to timely file the Annual Report, respectively, by the dates herein specified.

Section 4. Additional Information. Nothing in this Agreement shall be deemed to prevent the parties hereto from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If any of the parties hereto choose to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, such parties shall have no obligation under this Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

Section 5. Beneficiaries and Enforcement. The parties hereto agree that their undertakings pursuant to the Rule set forth in the Agreement are intended to be for the benefit of the holders and beneficial owners of the Series 2022 Bonds and shall be enforceable by such holders and beneficial owners. No failure by the City to comply with its obligations under the Agreement shall constitute an event of default under the Indenture or the Lease.

Section 6. Amendment. This Agreement may be amended without the consent of any holders of the Series 2022 Bonds if:

(a) such amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City;

(b) this Agreement, as so amended, would have complied with the requirements of the Rule at the time of the execution thereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the City receives an opinion of nationally recognized bond counsel that such amendment does not materially impair the interests of any of the holders of the Series 2022 Bonds.

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the City dated this 3rd day of March, 2022.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0172

Department: Planning

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

Public hearing on the zoning of 1.24 acres of land lying on the west side of Mohawk Road and north of Olmstead Road to Residence 1-A District; and consideration of Ordinance No. 22-06 pertaining to the same. (Set January 13, 2022 Regular Council Meeting)

Ordinance No. 22-06

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:** 1/13/2022 **File ID:** TMP-1066

Department: Planning

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

Resolution to set a public hearing on the zoning of 1.24 acres of land lying on the west side of Mohawk Road and north of Olmstead Road to Residence 1-A District; and the introduction of an Ordinance pertaining to the same. (Set February 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 1.24 acres of land lying on the west side of Mohawk Road and north of Olmstead Road to Residence 1-A 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 30th day of January, 2022, and the second publication shall be one week thereafter on the 6th day of February, 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 February, 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 13th day of January, 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 west side of Mohawk Road and north of Olmstead 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-A District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 35, Township 04 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 Northeast Corner of said Section 35; thence South 50 Degrees 18 Minutes 47 Seconds West 2,485.18 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 00 Degrees 59 Minutes 02 Seconds West, 11.33 feet to a point; thence South 03 Degrees 59 Minutes 52 Seconds East, 56.95 feet to a point; thence South 04 Degrees 51 Minutes 12 Seconds East, 15.06 feet to a point; thence South 09 Degrees 50 Minutes 35 Seconds East, 26.23 feet to a point; thence South 23 Degrees 14 Minutes 26 Seconds East, 59.28 feet to a point; thence South 86 Degrees 35 Minutes 49 Seconds West, 53.48 feet to a point; thence South 18 Degrees 15 Minutes 02 Seconds East, 35.83 feet to a point; thence North 88 Degrees 18 Minutes 29 Seconds West, 239.30 feet to a point; thence North 18 Degrees 14 Minutes 58 Seconds West, 68.79 feet to a point; thence North 01 Degree 13 Minutes 00 Seconds East, 135.15 feet to a point; thence South 88 Degrees 15 Minutes 14 Seconds East, 225.52 feet to a point; thence North 89 Degrees 57 Minutes 58 Seconds East, 41.69 feet back to the Point of True Beginning and containing 1.24 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.

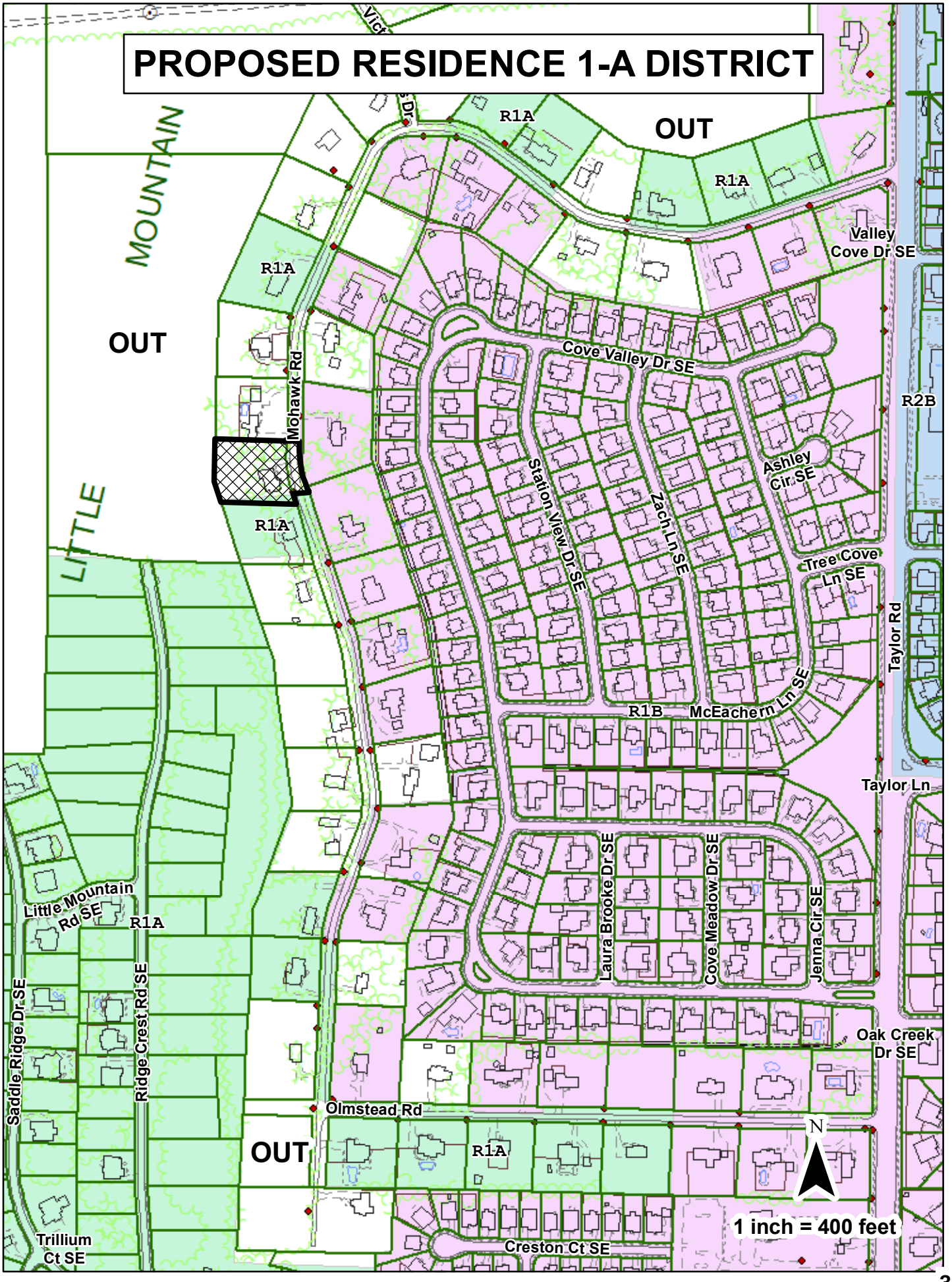
_____
Mayor of the City of Huntsville, Alabama

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-A DISTRICT
MOUNTAIN
LITTLE
OUT
OUT
OUT
R1A
R1A
R1A
R1A
R1A
R1B
R2B
Mohawk Rd
Cove Valley Dr SE
Valley Cove Dr SE
Station View Dr SE
Zach Ln SE
Ashley Cir SE
Tree Cove Ln SE
Taylor Rd
McEachern Ln SE
Taylor Ln
Laura Brooke Dr SE
Cove Meadow Dr SE
Jenna Cir SE
Oak Creek Dr SE
Little Mountain Rd SE
Saddle Ridge Dr SE
Ridge Crest Rd SE
Olmstead Rd
Creston Ct SE
Trillium Ct SE
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0134

Department: Planning

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

Public hearing on the zoning of 1.00 acre of land lying on the west side of County Line Road and south of Old Hwy 20 to Highway Business C-4 District; and consideration of Ordinance No. 22-08 pertaining to same. (Set January 13, 2022, Regular Council Meeting)

Ordinance No. 22-08

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.

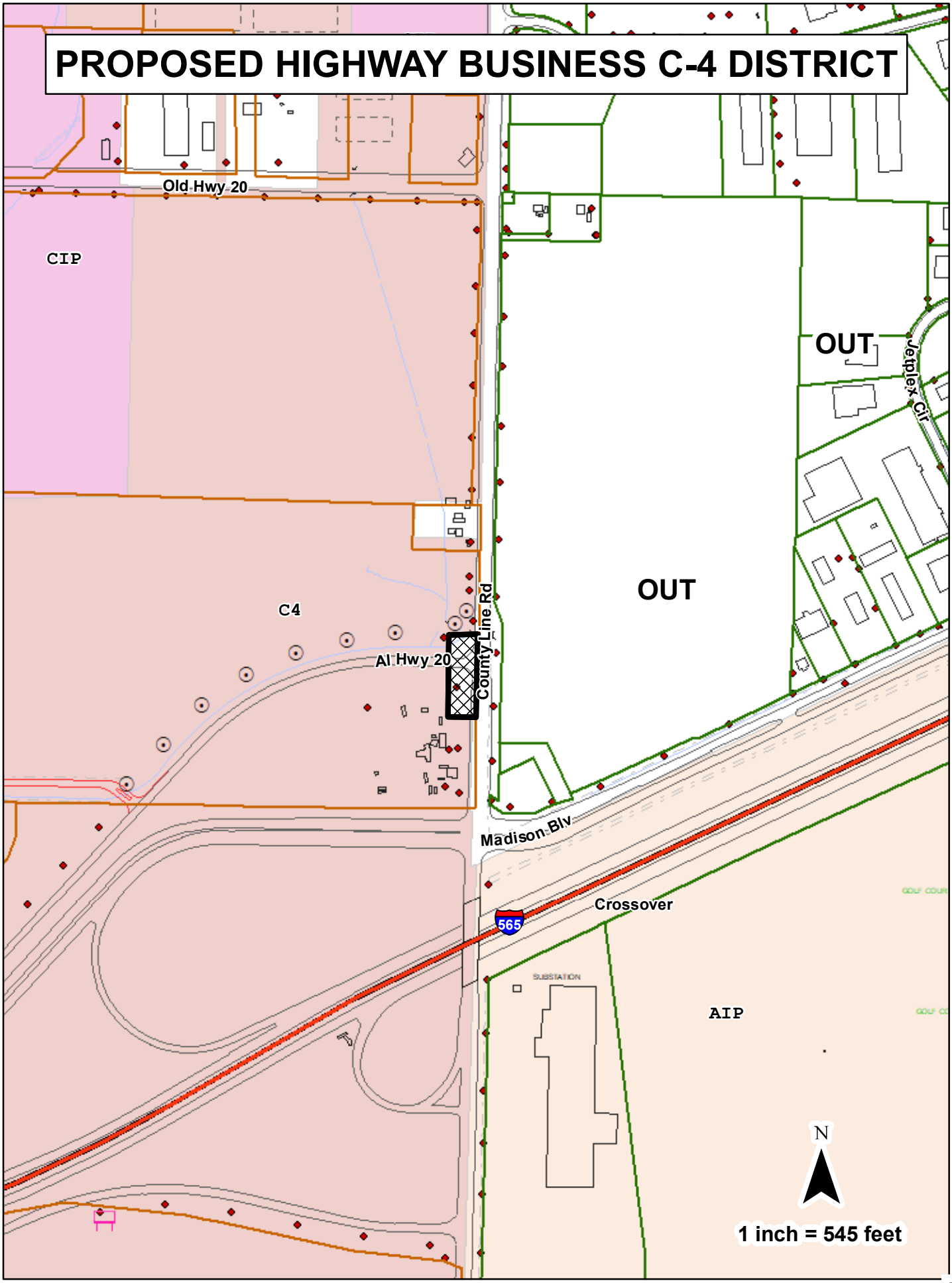
Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Recommended by Planning Commission

PROPOSED HIGHWAY BUSINESS C-4 DISTRICT



308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/13/2022 **File ID:** TMP-1067

Department: Planning

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

Resolution to set a public hearing on the zoning of 1.00 acre of land lying on the west side of County Line Road and south of Old Hwy 20 to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set February 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 1.00 acre of land lying on the west side of County Line Road and south of Old Hwy 20 to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 30th day of January, 2022, and the second publication shall be one week thereafter on the 6th day of February, 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 February, 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 13th day of January, 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 west side of County Line Road and south of Old Hwy 20, 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 Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Sections 25, Township 4 South, Range 3 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northeast corner of said Section 25; thence South 1 Degrees 56 Minutes 18 Seconds West 1898.45 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 22 Minutes 15 Seconds West 354.83 feet to a point; thence North 89 Degrees 8 Minutes 43 Seconds West 119.8 feet to a point; thence North 0 Degrees 43 Minutes 9 Seconds East 350.47 feet to a point; thence North 88 Degrees 50 Minutes 39 Seconds East 123.9 feet to the Point of True Beginning and containing 1.00 acres more or less.

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

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

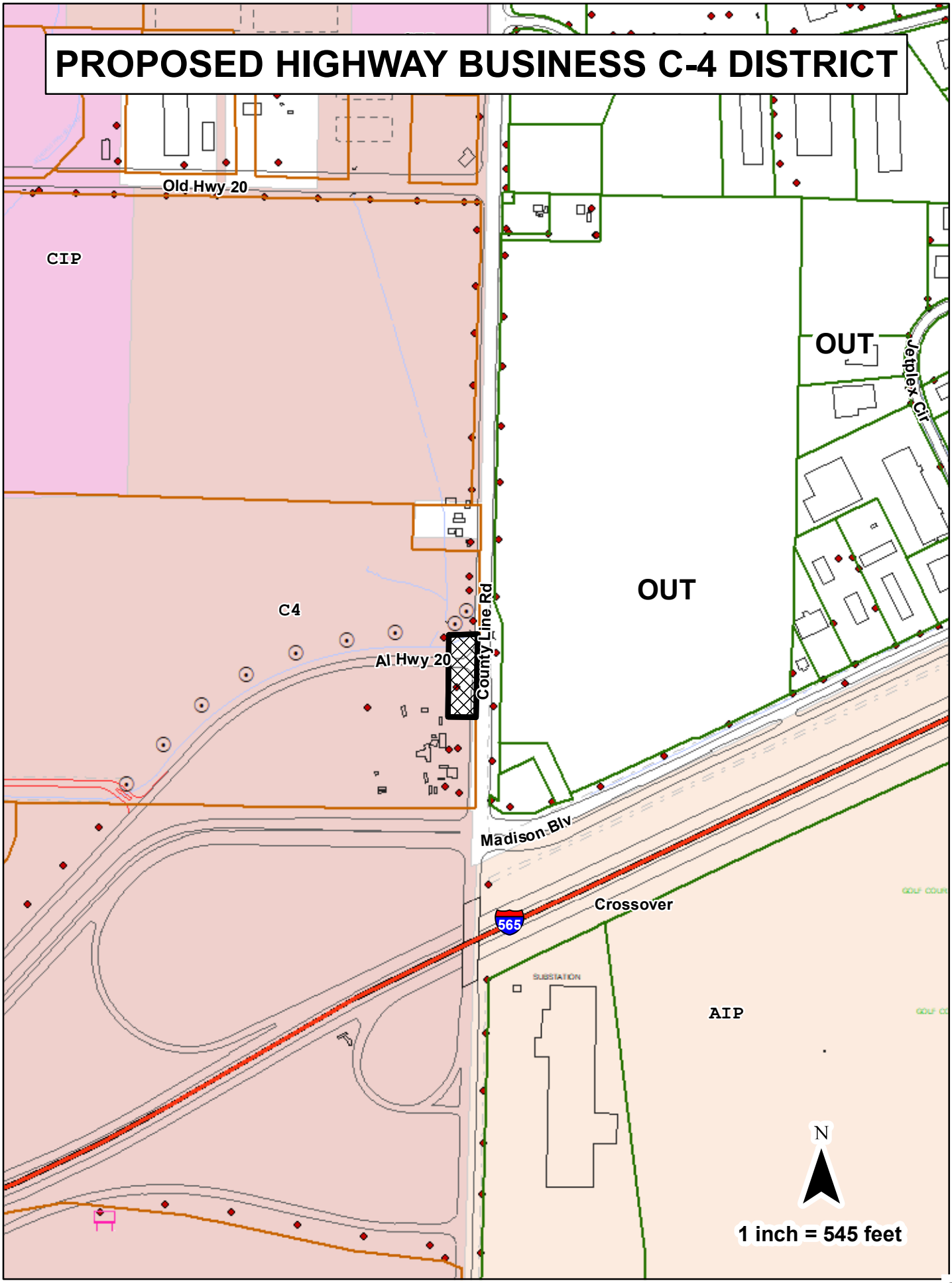
ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

PROPOSED HIGHWAY BUSINESS C-4 DISTRICT



308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0135

Department: Planning

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

Public Hearing on the vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Set January 13, 2022, Regular Council Meeting) (Mazda Toyota)

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

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

1. That Mazda Toyota Manufacturing, U.S.A., The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-Way in Limestone Huntsville Combination Plat Subdivision being and lying in Limestone County, and being more particularly described as follows (the "Right-of-Way" or the "Property"):

SEE EXHIBIT "A-PETITION FOR VACANCY OF RIGHT-OF-WAY,"
EXHIBIT "B-DECLARATION OF VACATION" 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, February 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 Athens News Courier* for four consecutive weeks, with said notice to run beginning on January 18, January 25, February 1, and February 8, 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 13th day of January, 2022.

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

APPROVED this the 13th day of January, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF LIMESTONE)

PETITION FOR APPROVAL OF AND ASSENT TO
VACATION OF POWELL ROAD RIGHT OF WAY

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF POWELL ROAD RIGHT OF WAY (the "Petition") is made as of this 12 day of November, 2021, by MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") to the CITY COUNCIL OF THE CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama ("City").

W I T N E S S E T H:

WHEREAS Owners are the owners of all of the real property abutting a portion of Powell Road in the City of Huntsville, Limestone County, Alabama, more particularly described on Exhibit "A," attached hereto, and as graphically depicted on Exhibit "B1" attached hereto (collectively, the "Right of Way"), which is situated and lying and being within the corporate limits of the City; and

WHEREAS, the Owners desire to vacate the Right of Way; and

WHEREAS, adequate, convenient and reasonable means of ingress and egress are available to the Owners and other owners of real properties within the general vicinity of the Right of Way by virtue of rights of way within the City; and

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

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

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

As grounds for the relief sought, Owners petition, represent, and show unto the City Council of the City as follows:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

My Commission Expires:

[SEAL]

STATE OF ALABAMA NOTARY PUBLIC
TERRIE PUNG
My Commission Expires
April 6, 2025

TERRIE PUNG NOTARY PUBLIC

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/9/23

Exhibit "A"

Legal Description of Right of Way

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

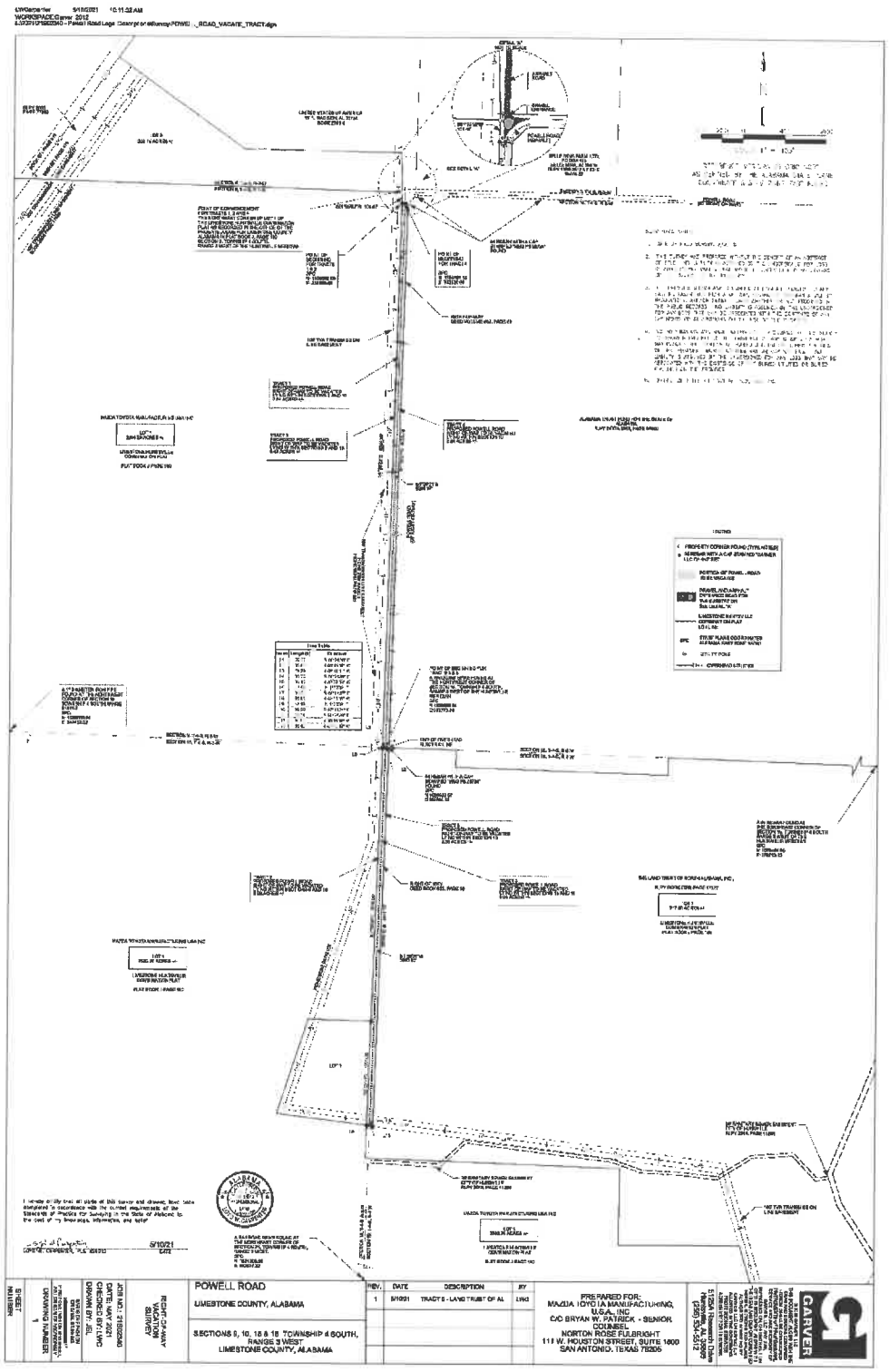
Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a

#5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road



STATE OF ALABAMA)

COUNTY OF LIMESTONE)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901) acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") desiring to vacate that certain rights-of-way hereinafter described, say as follows:

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

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

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

4. That Owners, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described.

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

See Exhibit "A" and Exhibits "B1", attached hereto

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, as of the 12 day of November, 2021.

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC. a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Nadine Redmine
Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

[SEAL]

My Commission Expires:

TERRIE PUNG
My Commission Expires
April 6, 2025

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021.

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/19/23

Exhibit "A"

Legal Description of Right of Way
TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445"

(typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road

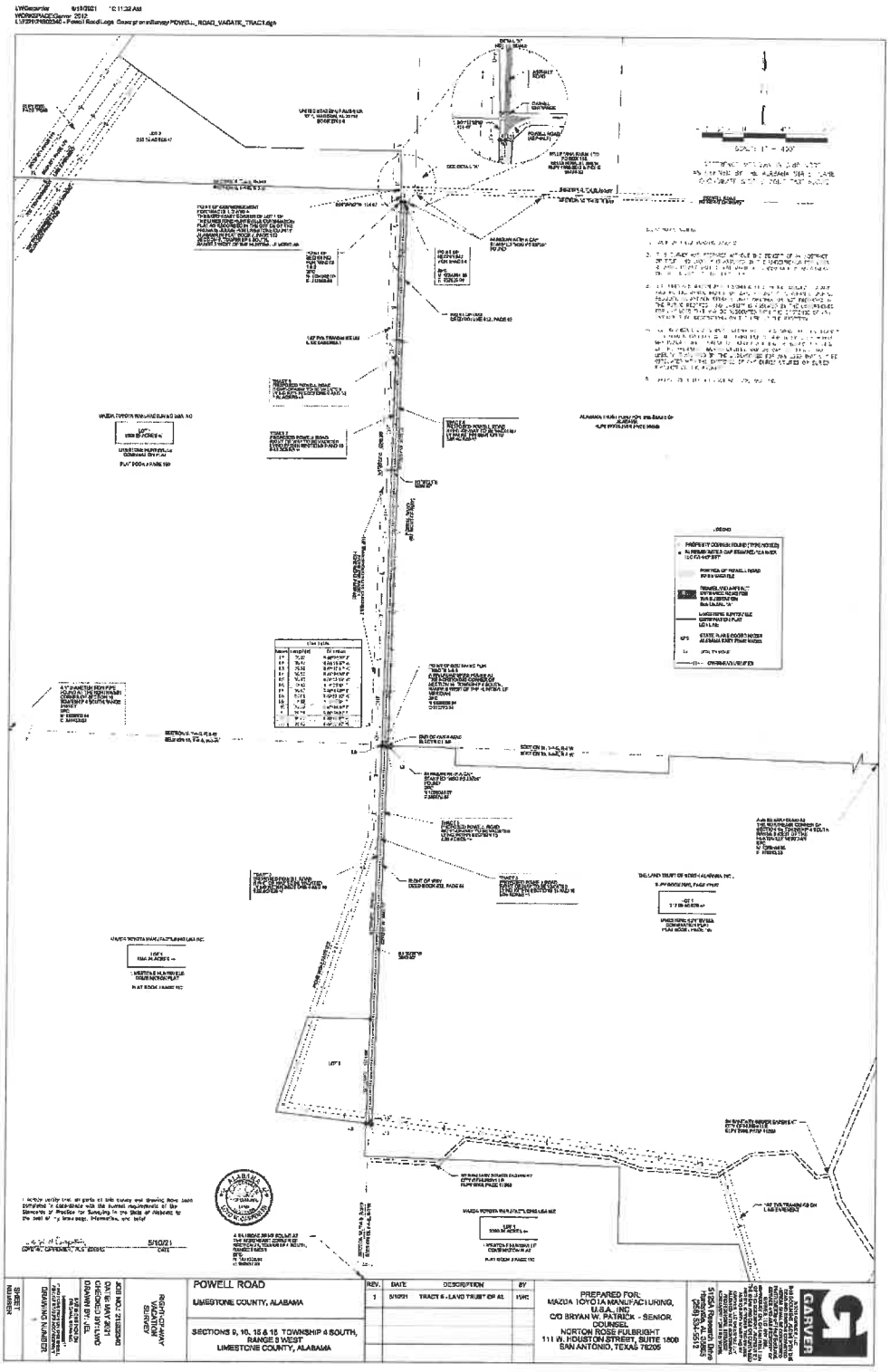


EXHIBIT C

(Public Hearing Notice to be Published)

NOTICE OF PUBLIC HEARING

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, February 10, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-Way along Powell Road in Limestone County, Alabama, (Limestone Huntsville Combination Plat), which is more particularly described as follows:

STATE OF ALABAMA
LIMESTONE COUNTY

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-Way of the street to be vacated, as their names and addresses appear on roll in the Limestone County Revenue Commissioner's office or Limestone County Tax Assessor's office, and shall be posted at the Limestone County Courthouse and at Athens City Hall.

Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA:

WHEREAS, MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, are the owners of all the land abutting a right-of-way lying within the City of Huntsville, Alabama, which right-of-way is described on Exhibit "A" attached hereto.

WHEREAS, the owners have executed a petition of their intent and desire that the right-of-way above described be abandoned by the City of Huntsville; and they desire to divest any and all right, title and interest which the public may have in and to said right-of-way so described, acquired by virtue of the dedication of said right-of-way to the City of Huntsville, Alabama, and is no longer needed for a public or municipal purpose; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has been advised and does find that convenient and adequate means of ingress and egress are available to all owners of surrounding property, such being afforded by virtue of other streets, easements, avenues, and alleys, and having represented to the City Council of the City of Huntsville, Alabama, that the owners of the real property located on all sides have no objections to said vacation and abandonment; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Huntsville, Alabama, that the City does hereby declare the above-described right-of-way to be vacated and abandoned, divesting the entire right, title and interest of the public and the City of Huntsville, Alabama, in and to said right-of-way.

BE IT FURTHER RESOLVED, that notice of this resolution shall be published in *The Athens News Courier* no later than fourteen (14) days from the date hereof.

ADOPTED, this ____ day of _____, 2021.

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

APPROVED, this _____ day of _____, 2021.

_____
Mayor of the City of Huntsville,
Alabama

Exhibit "A"

Legal Description of Right of Way for Powell Road

RIGHT-OF-WAY TO BE VACATED

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5

rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicant has represented to the City of Huntsville that **Mazda Toyota Manufacturing, U.S.A.,The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama,** are the owners of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the **MAZDA TOYOTA MANUFACTURING, U.S.A.**, a Delaware corporation, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24th day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 6.08 acres in 9 and 16, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 2– SECTIONS 9 AND 16:

A tract of land lying and being in Sections 9 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the east boundary of Section 9, Township 4 South, Range 3 West of the Huntsville Meridian; thence along the east boundary of said Section 9 South 1 Degrees 36 Minutes 21 Seconds West a distance of 5236.67 feet to a railroad spike found marking the northeast corner of Section 16, Township 4 South, Range 3 West of the Huntsville Meridian; thence leaving said east boundary of Section 9 and along the east boundary of said Section 16 South 1 Degrees 59 Minutes 37 Seconds West a distance of 3643.93 feet to a #5 rebar set; thence leaving said Section line North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.45 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 6.08 acres (265001.67 sq. ft.), more or less.

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

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

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	2707 Artie Street, Suite 6 Huntsville, AL 35805
Property Address:	2.56 acres in 15, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 5– SECTION 15:

A tract of land lying and being in Section 15, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Beginning at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian, having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap Stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.40 feet to a #5 rebar set on the west boundary of said Section 15; thence along said west boundary North 1 Degree 59 Minutes 37 Seconds East a distance of 3643.93 feet to the POINT OF BEGINNING.

The above described tract contains 2.56 acres (111432.03 sq. ft.)

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 202 2.

_____
NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 3.64 acres in 10, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 4 – SECTION 10:

A tract of land lying and being in Section 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the west boundary of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian, said point being the Point of Beginning, having established grid coordinates of (N) 1534891.15, (E) 352920.50 Zone East of the Alabama State Plane Coordinate System;

Thence South 88 Degrees 24 Minutes 28 Seconds East a distance of 29.74 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 1 Degrees 36 Minutes 21 Seconds East a distance of 5236.67 feet and the POINT OF BEGINNING.

The above described tract contains 3.64 acres (158662.15 sq. ft.), more or less.

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

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0136

Department:

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

Resolution to set a public hearing on the vacation of a right-of-way along Cecil Ashburn Drive; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set March 24, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, 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

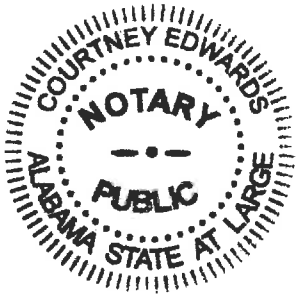
By: Marie Bostick, Executive Director

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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0137

Department: Finance Committee

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

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Total Expenditures: $12,168,012.16

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:

$12,168,012.16

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 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

_____
Finance Committee Chairman

RESOLUTION NO. 22 - _____

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

$12,168,012.16

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 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

_____
Finance Committee Chairman

FROM 1/29/22 through 2/11/22 **CITY COUNCIL MEETING** **02/24/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	7,206,058.62
1005	HEALTH & LIFE BENEFITS	$	268,998.95
1010	GENERAL RESTRICTED DONATIONS	$	9,734.40
2000	PUBLIC TRANSIT	$	214,187.23
2100	COMMUNITY DEV BLOCK GRANT	$	60,168.46
2101	COMMUNITY DEV HOUSING	$	132,572.07
2200	COMMUNITY DEV HOUSING	$	-
2300	OTHER GRANTS	$	-
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	109,520.46
3030	1990 SCHOOL SUPPORT	$	-
3040	LODGING & LIQUOR TAXES	$	-
3050	1% LODGING TAX 2003	$	755,000.00
3060	1% LODGING TAX 2013	$	20,331.66
3080	2014 CAPITAL IMPROVEMENTS	$	535,458.26
3205	TIF 5	$	-
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	6,029.58
3430	STAC SEIZURE-CIR COURT	$	1,814.31

3435	STAC SEIZURE-FED COURT	$	-
3560	CEMETERY PERPETUAL CARE	$	28,169.02
3700	CUMMINGS RESEARCH PARK	$	8,186.00
3900	EMERGENCY MANAGEMENT AGENCY	$	29,124.40
3910	ALABAMA CONSTITUTION VILLAGE	$	31,147.77
3930	BURRITT MEMORIAL COMMITTEE	$	44,639.67
3950	PBA - DEBT SERVICE	$	-
4009	2020 REFUND WARRANTS	$	-
4010	2020E TIF WARRANTS	$	489,677.93
4011	PBA AMPHITHEATER	$	2,792.10
4012	PROJECT BORROW - FUTURE	$	50,909.98
4014	PROJECT BORROW - FUTURE	$	36,450.00
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	870,816.68
6010	WPC CMOM RESERVE	$	40,095.00
6020	WPC R&R RESERVE	$	73,686.16
6030	WPC ECONOMIC DEVELOPMENT	$	199,818.00
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	87,655.00
6200	SANITATION	$	629,608.82
6500	PBA - AMPHITHEATER	$	3,300.00
7000	POST-RETIREMENT BENEFITS TRUST	$	245,495.24
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,528.61)
	TOTAL	**$**	**12,168,012.16**

Vendor Expense Report

01/29/2022 through 02/11/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2022-01	GOVRN. AFFAIRS RETAINER JAN. 2022	71919	02/08/2022	9,000.00
		1000-19-00000-515370-00000000-	2022-02	GOVEN. AFFAIRS RETAINER FEB. 2022	71919	02/08/2022	9,000.00
		Total Paid by Vendor					**18,000.00**
	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	I006592	COM TX 012522/I006592	71698	02/01/2022	70.00
		1000-15-15100-513030-00000000-	I006592	COM TX 012522/I006592	71698	02/01/2022	145.00
		1000-15-15100-513030-00000000-	I006594	COM TX 012522/I006594	71698	02/01/2022	75.00
		1000-15-15100-513030-00000000-	I006594	COM TX 012522/I006594	71698	02/01/2022	145.00
		1000-15-15100-513030-00000000-	2504	COM TX 011422/2504	71698	02/01/2022	50.00
		1000-15-15100-513030-00000000-	2511	COM TX 013122/2511	71779	02/01/2022	50.00
		Total Paid by Vendor					**535.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	253267	Payroll Run 1 - Warrant 220206	71899	02/11/2022	22,594.92
		Total Paid by Vendor					**22,594.92**
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	MU TAG# 022364	MU TAG TRANSFER EQ.# 022364	71922	02/08/2022	1.25
		1000-00-00000-210180-00000000-	253269	Payroll Run 1 - Warrant 220206	71901	02/11/2022	376.60
		1000-00-00000-210130-00000000-	JAN 2022 STATE TAXES	JANUARY 2022 STATE WITHHOLDING TAXES	71776	02/03/2022	402,131.60
		Total Paid by Vendor					**402,509.45**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-210180-00000000-	253261	Payroll Run 1 - Warrant 220206	71902	02/11/2022	366.84
		Total Paid by Vendor					**366.84**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	253265	Payroll Run 1 - Warrant 220206	71900	02/11/2022	1,500.00
		Total Paid by Vendor					**1,500.00**
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	21442	TRANSLATION SERVICES: JIGUAN- CS# 21-11159314	71701	02/02/2022	75.00
		1000-43-00000-515370-00000000-	21443	TRANSLATION SERVICES: TOMAS- CS# 21-11159292	71701	02/02/2022	75.00
		1000-43-00000-515370-00000000-	21448	TRANSLATION SERVICES: ESCOBAR- CS# 21-11156680	71701	02/02/2022	75.00
		1000-43-00000-515370-00000000-	21446	TRANSLATION SERVICES: CHAVEZ- CS# 21-11157858-7859	71701	02/02/2022	75.00
		1000-43-00000-515370-00000000-	21447	TRANSLATION SERVICES: MATIAS- CS# 21-11155121	71701	02/02/2022	75.00
		Total Paid by Vendor					**375.00**
	ALBERTVILLE WOOD PRODUCTS INC	1000-52-52500-513010-00000000-	2021-1951	MULCH FOR RESEARCH PARK - WEST	71924	02/08/2022	1,360.00
		Total Paid by Vendor					**1,360.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	40202	COM TX 012822/40202	71702	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40203	COM TX 012822/40203	71702	02/01/2022	100.00
		1000-15-15100-513030-00000000-	40204	COM TX 012822/40204	71702	02/01/2022	275.00
		1000-15-15100-513030-00000000-	40205	COM TX 012822/40205	71702	02/01/2022	275.00
		1000-15-15100-513030-00000000-	40206	COM TX 012822/40206	71702	02/01/2022	100.00
		1000-15-15100-513030-00000000-	40207	COM TX 012822/40207	71702	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40192	COM TX 012522/40192	71702	02/01/2022	120.00
		1000-15-15100-513030-00000000-	40193	COM TX 012522/40193	71702	02/01/2022	40.00
		1000-15-15100-513030-00000000-	40215	COM TX 013122/40215	71781	02/01/2022	40.00
		1000-15-15100-513030-00000000-	40216	COM TX 013122/40216	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40217	COM TX 013122/40217	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40218	COM TX 013122/40218	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40219	COM TX 013122/40219	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40220	COM TX 013122/40220	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40221	COM TX 013122/40221	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40223	COM TX 013122/40223	71781	02/01/2022	80.00
		1000-15-15100-513030-00000000-	40224	COM TX 013122/40224	71781	02/01/2022	80.00
		Total Paid by Vendor					**1,750.00**
	ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1121454	BLANKET ANIMAL LICENSE RENEWAL NOTICES	PCard	02/10/2022	1,289.00
		Total Paid by Vendor					**1,289.00**
	AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22398993	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	71989	02/09/2022	105.00
		1000-30-30100-515790-00000000-	22396973	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	PCard	02/10/2022	43.00
		Total Paid by Vendor					**148.00**
	ANDERS POOL CO INC	1000-14-14300-513010-00000000-	252874	MATERIALS PURCHASED TO REPLACE NEEDED SKIMMER BASK	PCard	01/31/2022	19.98
		Total Paid by Vendor					**19.98**
	ANIXTER INC	1000-75-75300-515340-00000000-	4916672-01	ITEMS FOR STOCK	PCard	02/10/2022	489.00
		Total Paid by Vendor					**489.00**
	AQUA SERVICE INC	1000-52-52100-515370-00000000-	118227	JOHN HUNT PARK POND MANAGEMENT	71926	02/09/2022	484.00

	Total Paid by Vendor					**484.00**
AT&T	1000-17-17100-515070-00000000-	287270571936 1/22	FY22 BLANKET PO FOR ATT MOBILITY FOR FIRE DEPT.	71927	02/09/2022	41.24
	Total Paid by Vendor					**41.24**
ATHENS TECHNICAL SPECIALISTS INC	1000-75-75300-515340-00000000-	INV108185	CONFLICT MONITOR CALIBRATION	PCard	02/10/2022	678.22
	Total Paid by Vendor					**678.22**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-73293-00-12522	2022 BLANKET PO - ATHENS UTIL FOR FS #18	71783	02/04/2022	52.87
	1000-14-14100-515700-00000000-	136-69035-0012622	2022 BLANKET PO - ATHENS UTIL FOR FS #18	71783	02/04/2022	7.40
	1000-14-14100-515700-00000000-	136-69030-0112622	2022 BLANKET PO - ATHENS UTIL FOR FS #18	71783	02/04/2022	1,255.22
	Total Paid by Vendor					**1,315.49**
A-Z OFFICE RESOURCE INC	1000-41-41204-515340-00000000-	5370372-0	2820 HOLMES AVENUE NW-ZAC GOSHERT 256-427-7034	71699	02/02/2022	754.32
	1000-41-41100-515340-00000000-	5377664-1	704 FIBER STREET NW - A. DAY 427-7174	71780	02/03/2022	144.40
	1000-74-74100-515340-00000000-	5379203-0	K GOSA; 308 FOUNTAIN CIR-2ND FL; 2564275115	71780	02/07/2022	153.80
	1000-18-00000-515340-00000000-	5377665-1	308 FOUNTAIN CIR. 6TH FLOOR 2564275234	71920	02/09/2022	16.49
	1000-74-74100-515340-00000000-	5376972-2	K. GOSA;308 FOUNTAIN CIR 2ND FL;2564275115	71920	02/09/2022	2.70
	1000-18-00000-515340-00000000-	5377665-0	308 FOUNTAIN CIR. 6TH FLOOR 2564275234	71920	02/09/2022	141.33
	1000-41-41100-515340-00000000-	5377664-0	704 FIBER STREET NW - A. DAY 427-7174	71920	02/09/2022	53.68
	Total Paid by Vendor					**1,266.72**
BAGBY ELEVATOR COMPANY INC	1000-53-53200-513010-PK1060XX-	SRVCE000000077634	PHONE IN ELEVATOR WASNT WORKING	71706	02/01/2022	124.00
	1000-53-53100-520500-00000000-	JC22978	SOLE SOURCE MODERNIZE 2 ELEVATORS @ GARAGE "O"	71784	02/04/2022	80,204.40
	1000-14-14300-513010-00000000-	SRVCE000000077985	BLANKET PO 2022 ELEVATOR SERVICES	PCard	02/10/2022	372.00
	Total Paid by Vendor					**80,700.40**
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC	1000-13-13100-515370-00000000-	8952769	MONTHLY TERMS OF ENGAGEMENT-COUNSEL-BLANKET PO	71930	02/08/2022	1,378.00
	Total Paid by Vendor					**1,378.00**
BLAIR AND SONS INC	1000-15-15100-513030-00000000-	89674	COM TX 012822/89674	71707	02/01/2022	110.00
	Total Paid by Vendor					**110.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	3897 1ST SESSION	INSTR. FOR DDC 8HR. CLASS 013122 3897 1ST SESSION	71931	02/08/2022	100.00
	1000-43-00000-515370-00000000-	3891 2ND SESSION	INSTR. FOR D.D.C. 8 HR 1/12/22 CLASS 3891 2ND	71931	02/09/2022	100.00
	1000-43-00000-515370-00000000-	3897 2ND SESSION	INSTR. FOR D.D.C. 8 HR 2/2/22 CLASS 3897 2ND SESSI	71931	02/09/2022	100.00
	Total Paid by Vendor					**300.00**
BOSTICK LANDSCAPE ARCHITECTS	1000-14-14100-515370-00000000-	02/02/2022	BIG SPRING PARK EAST EXPANSION MASTER PLANS	PCard	02/10/2022	6,000.00
	Total Paid by Vendor					**6,000.00**
BOWMANS ENTERPRISES INC	1000-30-30100-515340-00000000-	4492	NAME PLATE - SUMMER BAKULA	71932	02/08/2022	17.00
	1000-30-30100-515340-00000000-	4457	NAME PLATE - JAMES GOSSETT	71932	02/09/2022	17.00
	Total Paid by Vendor					**34.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1543877	BLANKET - OUTSIDE LEGAL SERVICES	71785	02/04/2022	117.00
	1000-18-00000-515372-00000000-	1543876	BLANKET - OUTSIDE LEGAL SERVICES	71785	02/04/2022	136.50
	1000-18-00000-515372-00000000-	1546109	BLANKET - OUTSIDE LEGAL SERVICES	71933	02/09/2022	285.00
	1000-18-00000-515372-00000000-	1546110	BLANKET - OUTSIDE LEGAL SERVICES	71933	02/09/2022	3,315.00
	Total Paid by Vendor					**3,853.50**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	9881A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71650	01/31/2022	75.00
	1000-14-14300-513010-00000000-	9911A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	71650	01/31/2022	25.00
	Total Paid by Vendor					**100.00**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71202548	2022 BLANKET SARGEANT LOCKSETS & KEYS	71651	01/31/2022	175.00
	Total Paid by Vendor					**175.00**
C & J WELDING INC	1000-15-15100-513030-00000000-	099676	COM TX 020322/099676	71786	02/04/2022	980.00
	1000-15-15100-513030-00000000-	99499	COM TX 020322/99499	71786	02/04/2022	64.20
	1000-15-15100-513030-00000000-	99499	COM TX 020322/99499	71786	02/04/2022	385.00
	Total Paid by Vendor					**1,429.20**
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515340-00000000-	3-FEB-2022	CPR CARDS	71934	02/09/2022	231.00
	Total Paid by Vendor					**231.00**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	253262	Payroll Run 1 - Warrant 220206	71903	02/11/2022	92.30
	Total Paid by Vendor					**92.30**
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0390320-IN	BLANKET FOR COLLARS, LEASHES, PET CARRIERS	71935	02/08/2022	677.76
	Total Paid by Vendor					**677.76**
CAPITAL EDGE STRATEGIES LLC	1000-19-00000-515370-00000000-	2115	GOVERNMENT AFFFAIRS RETAINER-JAN 2022	71936	02/08/2022	5,683.33
	1000-19-00000-515370-00000000-	2127	GOVERNMENT AFFFAIRS RETAINER-FEB. 2022	71936	02/08/2022	5,683.33
	Total Paid by Vendor					**11,366.66**
CDW GOVERNMENT INC	1000-17-17400-515340-00000000-	Q693532	PUNCHOUT FOR IT-TRAINER	71709	02/02/2022	49.62
	1000-17-17400-520200-00000000-	R300915	PUNCHOUT IT-STOCK COMPUTER UPDATES	PCard	02/10/2022	1,244.20
	Total Paid by Vendor					**1,293.82**
CENTURYLINK	1000-17-17100-515070-00000000-	489221363-12122	FY22 BLANKET PO CENTURYLINK POTS LINE SERVICE COH	71710	02/02/2022	42.13
	1000-17-17100-515070-00000000-	41552946 01/21/22	CENTURYLINK PRI LINES FOR JANUARY 2022 BILLING	71937	02/09/2022	1,987.84

	Total Paid by Vendor					**2,029.97**
CHAMBER OF COMMERCE	1000-10-00000-515790-00000000-	252862	CHAMBER OF COMMERCE - 2022 COC MONTGOMERY TRIP REG	PCard	01/31/2022	800.00
	Total Paid by Vendor					**800.00**
CINTAS	1000-12-12500-515340-00000000-	4100842472	CINTAS BLANKET PO (OCT-SEPT 2022)	71711	02/01/2022	3.10
	1000-12-12500-515340-00000000-	4106189002	CINTAS BLANKET PO (OCT-SEPT 2022)	71711	02/01/2022	3.10
	1000-12-12500-515340-00000000-	4103525774	CINTAS BLANKET PO (OCT-SEPT 2022)	71711	02/01/2022	3.10
	Total Paid by Vendor					**9.30**
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	253280	Payroll Run 1 - Warrant 220206	71904	02/11/2022	440.43
	Total Paid by Vendor					**440.43**
CITY OF HUNTSVILLE	1000-53-53100-515340-00000000-	253606	CITY OF HUNTSVILLE TESTING PARKING METERS	PCard	01/31/2022	0.50
	1000-53-53100-515340-00000000-	253634	CITY OF HUNTSVILLE TO CHECK PARKING METER	PCard	02/04/2022	1.00
	Total Paid by Vendor					**1.50**
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11129363-64	FOR INDIGENT DEFENSE SVCS FOR CASE# 11129363-64	71939	02/09/2022	217.00
	1000-43-00000-515043-00000000-	11122388-391	FOR INDIGENT DEFENSE SVCS FOR CASE# 11122388-391	71939	02/09/2022	483.00
	1000-43-00000-515043-00000000-	11159314	FOR INDIGENT DEFENSE SVCS FOR CASE# 11159314	71939	02/09/2022	175.00
	1000-43-00000-515043-00000000-	11130952	INDIGENT DEFENSE SVCS FOR CASE #11130952	71939	02/09/2022	322.00
	1000-43-00000-515043-00000000-	11153431	INDIGENT DEFENSE SVCS FOR CASE #11153431	71939	02/09/2022	182.00
	1000-43-00000-515043-00000000-	11151247-48	INDIGENT DEFENSE SVCS FOR CASE #11151247-48	71939	02/09/2022	224.00
	1000-43-00000-515043-00000000-	11146130	INDIGENT DEFENSE SVCS FOR CASE #11146130	71939	02/09/2022	301.00
	1000-43-00000-515043-00000000-	11137223	INDIGENT DEFENSE SVCS FOR CASE #11137223	71939	02/09/2022	357.00
	Total Paid by Vendor					**2,261.00**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	253270	Payroll Run 1 - Warrant 220206	71905	02/11/2022	1,640.00
	Total Paid by Vendor					**1,640.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	8396900011602238122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71712	02/02/2022	53.82
	1000-17-17100-515070-00000000-	8396900012007940122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71712	02/02/2022	21.11
	1000-17-17100-515070-00000000-	8396900010180947122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71712	02/02/2022	63.15
	1000-17-17100-515070-00000000-	8396900011634348122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/03/2022	8.97
	1000-17-17100-515070-00000000-	8396900011598683122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/03/2022	309.94
	1000-17-17100-515070-00000000-	8396010010003238122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/04/2022	502.74
	1000-17-17100-515070-00000000-	8396900011163777122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/04/2022	92.76
	1000-17-17100-515070-00000000-	8396900010958623122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/04/2022	100.67
	1000-17-17100-515070-00000000-	8396900010800171122	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71788	02/07/2022	53.82
	1000-17-17100-515070-00000000-	8396900010179519222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71940	02/09/2022	35.41
	1000-17-17100-515070-00000000-	8396900011601644222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	71940	02/09/2022	12.63
	Total Paid by Vendor					**1,255.02**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	012822-HUNT	SUPPLEMENT FOR LARGE MEDICAL BILLS	71713	02/01/2022	16,189.45
	1000-19-00000-502150-00000000-	1161304	MONTHLY TPA FEE FOR JAN. 2022	71942	02/08/2022	37.50
	1000-19-00000-502150-00000000-	1161043	MONTHLY TPA FEE FOR JAN. 2022	71942	02/08/2022	7,475.00
	1000-19-00000-502150-00000000-	020222-HUNT	REPLENISH ESCROW FOR WORKERS COMP	71775	02/03/2022	41,514.86
	Total Paid by Vendor					**65,216.81**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA023473 11	EQUIPMENT RENTAL FOR PWS MAINTENANCE	71658	01/31/2022	1,900.00
	Total Paid by Vendor					**1,900.00**
DANIEL COLE	1000-14-14300-513010-00000000-	12905	2022 BLANKET ICE MAKER REPAIRS	71787	02/03/2022	174.25
	1000-14-14300-513010-00000000-	12898	2022 BLANKET ICE MAKER REPAIRS	71787	02/03/2022	85.00
	1000-14-14300-513010-00000000-	12896	2022 BLANKET ICE MAKER REPAIRS	71787	02/07/2022	85.00
	1000-14-14300-513010-00000000-	12897	2022 BLANKET ICE MAKER REPAIRS	71787	02/07/2022	705.77
	Total Paid by Vendor					**1,050.02**
DAVID JAY WILLIAMS	1000-42-42100-515340-00000000-	2221321	BURN BARRELS FOR TRAINING	71790	02/07/2022	105.00
	Total Paid by Vendor					**105.00**
DEBRA KIZER CIRCUIT CLERK	1000-00-00000-210180-00000000-	253273	Payroll Run 1 - Warrant 220206	71910	02/11/2022	53.26
	Total Paid by Vendor					**53.26**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	253274	Payroll Run 1 - Warrant 220206	71911	02/11/2022	7.33
	1000-00-00000-210180-00000000-	253275	Payroll Run 1 - Warrant 220206	71912	02/11/2022	221.39
	Total Paid by Vendor					**228.72**
DEFENSE PEST SOLUTIONS	1000-53-53200-513010-PK1020XX-	21529	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	71791	02/03/2022	10.00
	1000-53-53200-513010-PK1030XX-	21529	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	71791	02/03/2022	10.00
	1000-53-53200-513010-PK1040XX-	21529	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	71791	02/03/2022	10.00
	Total Paid by Vendor					**30.00**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10556251120	QUOTE 3000103586560.1 IT-STOCK NEW HIRE/OBSOLETE	71944	02/09/2022	39,713.70
	Total Paid by Vendor					**39,713.70**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE004783428	PPE 1/23/22 VOLUNTARY GROUP DENTAL PREMIUMS	71945	02/09/2022	58,530.11

	Total Paid by Vendor					**58,530.11**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	253272	Payroll Run 1 - Warrant 220206	71909	02/11/2022	243.30
	Total Paid by Vendor					**243.30**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	91108	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	71792	02/03/2022	425.00
	1000-51-00000-515340-00000000-	91444	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	71792	02/03/2022	425.00
	1000-51-00000-515340-00000000-	91568	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	71792	02/03/2022	425.00
	Total Paid by Vendor					**1,275.00**
DRUG TESTING PROGRAM MANAGEMENT INC	1000-43-00000-515370-00000000-	109312	DRUG TEST: CONFRIM TEST- NOV 2021 (KURTS/KARWOSKI)	71715	02/02/2022	25.00
	Total Paid by Vendor					**25.00**
DUTCH OIL COMPANY INC	1000-00-00000-610039-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	54.98
	1000-12-12100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	27.99
	1000-14-14100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	300.84
	1000-15-15100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	73.97
	1000-30-30100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	28.24
	1000-41-41100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	76.47
	1000-41-41100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	269.16
	1000-41-41100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	310.62
	1000-41-41100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	3,075.01
	1000-42-42100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	16.74
	1000-42-42100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	69.98
	1000-42-42100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	603.50
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	8.43
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	11.51
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	23.99
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	30.49
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	139.83
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	142.49
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	160.51
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	163.43
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	184.74
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	185.56
	1000-52-52100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	294.98
	1000-53-53100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	3.25
	1000-53-53400-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	23.74
	1000-55-55100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	90.97
	1000-55-55100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	130.20
	1000-55-55300-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	894.39
	1000-55-55400-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	598.68
	1000-71-71100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	200.17
	1000-75-75100-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	38.48
	1000-72-00000-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	199.93
	1000-14-14100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	137.46
	1000-15-15100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	208.03
	1000-30-30100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	25.41
	1000-30-30100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	39.64
	1000-41-41100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	84.36
	1000-41-41100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	93.76
	1000-41-41100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	234.87
	1000-41-41100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	406.10
	1000-41-41100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	3,842.87
	1000-42-42100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	36.85
	1000-42-42100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	157.30
	1000-42-42100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	899.57
	1000-50-00000-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	97.07
	1000-52-52100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	24.39
	1000-52-52100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	72.93
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	1000-52-52100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	149.52
	1000-52-52100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	149.83
	1000-52-52100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	271.89

1000-53-53200-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	46.25
1000-53-53400-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	54.37
1000-55-55100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	37.61
1000-55-55300-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	605.64
1000-55-55400-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	880.98
1000-70-70200-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	95.28
1000-71-71100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	87.92
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1000-74-74100-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	39.64
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1000-14-14100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	167.94
1000-15-15100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	48.63
1000-30-30100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	25.33
1000-30-30100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	36.98
1000-30-30100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	65.86
1000-41-41100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	102.05
1000-41-41100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	229.02
1000-41-41100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	3,125.09
1000-42-42100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	19.01
1000-42-42100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	48.64
1000-42-42100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	762.07
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1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	166.44
1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	188.21
1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	194.80
1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	202.57
1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	273.30
1000-52-52100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	330.80
1000-53-53200-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	54.20
1000-53-53400-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	106.14
1000-55-55100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	36.98
1000-55-55300-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	537.65
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1000-71-71100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	84.34
1000-74-74100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	108.68
1000-75-75100-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	42.55
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1000-72-00000-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	268.66
1000-14-14100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	43.27
1000-30-30100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	29.02
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1000-41-41100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	194.32
1000-41-41100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	229.53
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1000-42-42100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	87.32
1000-42-42100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	791.07
1000-50-00000-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	212.46
1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	84.21
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1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	106.26
1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	107.12
1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	195.48
1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	206.50
1000-52-52100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	234.04
1000-53-53400-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	68.79
1000-55-55100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	41.20

1000-55-55100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	48.97
1000-55-55300-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	1,201.15
1000-55-55400-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	607.39
1000-70-70200-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	109.85
1000-71-71100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	39.85
1000-74-74100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	80.43
1000-75-75100-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	89.16
1000-43-00000-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	55.45
1000-72-00000-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	285.27
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1000-41-41100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	33.11
1000-41-41100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	75.34
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1000-41-41100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	2,348.67
1000-42-42100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	550.87
1000-52-52100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	18.78
1000-53-53400-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	44.58
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1000-71-71100-514010-00000000-	CFN-10255	FUELING TRANS DATED 013022	71716	02/02/2022	44.32
1000-30-30100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	65.19
1000-41-41100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	176.25
1000-41-41100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	2,950.29
1000-42-42100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	51.88
1000-42-42100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	440.11
1000-52-52100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	20.86
1000-53-53400-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	86.83
1000-55-55400-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	31.28
1000-71-71100-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	15.90
1000-51-00000-514010-00000000-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	62.31
1000-12-12100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	34.67
1000-14-14100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	363.46
1000-30-30100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	20.60
1000-30-30100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	27.37
1000-41-41100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	38.58
1000-41-41100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	186.93
1000-41-41100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	310.80
1000-41-41100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	3,604.19
1000-42-42100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	19.55
1000-42-42100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	20.86
1000-42-42100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	675.90
1000-50-00000-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	220.45
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	26.07
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	50.27
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	76.35
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	87.02
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	150.24
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	178.33
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	233.56
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	313.46
1000-52-52100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	491.15
1000-53-53200-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	132.19
1000-53-53400-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	47.19
1000-53-53400-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	109.25
1000-55-55100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	87.61
1000-55-55300-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	385.06
1000-55-55400-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	592.20
1000-71-71100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	46.93
1000-71-71100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	56.59
1000-74-74100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	42.51
1000-74-74100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	147.86
1000-75-75100-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	154.93
1000-51-00000-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	110.23

1000-72-00000-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	107.96
1000-14-14100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	251.45
1000-15-15100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	154.79
1000-41-41100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	43.60
1000-41-41100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	162.63
1000-41-41100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	372.74
1000-41-41100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	3,688.02
1000-42-42100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	30.89
1000-42-42100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	72.92
1000-42-42100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	762.69
1000-50-00000-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	149.74
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	19.54
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	74.50
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	78.63
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	108.21
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	144.80
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	202.33
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	225.80
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	261.73
1000-52-52100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	278.98
1000-53-53200-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	86.67
1000-53-53400-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	46.22
1000-55-55100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	85.90
1000-55-55400-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	390.70
1000-70-70200-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	92.93
1000-71-71100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	31.40
1000-71-71100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	62.28
1000-75-75100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	121.23
1000-75-75100-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	148.10
1000-51-00000-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	69.03
1000-72-00000-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	318.85
1000-55-55400-514010-00000000-	INV-182159	FY22 FUEL BLANKET--MAINTENANCE	71794	02/03/2022	1,892.80
1000-14-14100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	248.64
1000-15-15100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	188.14
1000-17-17100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	74.94
1000-30-30100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	36.50
1000-30-30100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	42.79
1000-30-30100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	161.65
1000-41-41100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	48.04
1000-41-41100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	97.68
1000-41-41100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	239.28
1000-41-41100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	320.69
1000-41-41100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	3,425.28
1000-42-42100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	79.03
1000-42-42100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	794.34
1000-50-00000-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	178.77
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	25.20
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	63.81
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	76.42
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	99.76
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	100.82
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	175.87
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	179.42
1000-52-52100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	314.11
1000-53-53400-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	36.20
1000-55-55100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	44.64
1000-55-55300-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	1,149.17
1000-55-55400-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	274.50
1000-70-70200-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	51.17
1000-71-71100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	67.22
1000-71-71100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	331.76
1000-73-73100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	45.41

1000-75-75100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	19.95
1000-75-75100-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	103.49
1000-72-00000-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	170.88
1000-00-00000-610039-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	66.68
1000-14-14100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	196.09
1000-15-15100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	44.98
1000-30-30100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	41.28
1000-41-41100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	33.60
1000-41-41100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	78.87
1000-41-41100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	264.16
1000-41-41100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	358.44
1000-41-41100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	3,447.77
1000-42-42100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	74.89
1000-42-42100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	449.36
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	26.46
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	46.85
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	58.48
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	82.29
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	90.51
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	132.04
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	169.72
1000-52-52100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	215.07
1000-53-53200-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	78.06
1000-53-53400-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	59.28
1000-53-53500-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	157.58
1000-55-55100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	43.39
1000-55-55300-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	414.94
1000-55-55400-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	850.77
1000-70-70200-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	137.60
1000-71-71100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	122.25
1000-74-74100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	36.25
1000-75-75100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	57.44
1000-75-75100-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	76.49
1000-72-00000-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	329.09
1000-12-12100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	34.71
1000-14-14100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	272.50
1000-15-15100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	46.97
1000-30-30100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	28.56
1000-41-41100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	84.10
1000-41-41100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	261.49
1000-41-41100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	325.17
1000-41-41100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	3,454.25
1000-42-42100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	34.71
1000-42-42100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	138.54
1000-42-42100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	715.30
1000-50-00000-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	67.53
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	23.76
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	54.18
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	61.65
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	78.74
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	85.67
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	126.72
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	165.76
1000-52-52100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	169.22
1000-53-53200-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	48.84
1000-53-53400-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	28.02
1000-55-55100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	47.24
1000-55-55100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	59.52
1000-55-55300-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	913.96
1000-55-55400-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	344.93
1000-70-70200-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	155.38
1000-71-71100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	29.36

	1000-71-71100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	168.95
	1000-74-74100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	24.02
	1000-75-75100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	45.11
	1000-75-75100-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	48.84
	1000-43-00000-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	42.70
	1000-51-00000-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	32.83
	1000-72-00000-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	296.80
	Total Paid by Vendor					**87,553.33**
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUB JUDGE 1/20/22 AM	SUB JUDGE FOR MUNI COURT 01/20/22- MORNING DOCKET	71717	02/02/2022	210.00
	1000-43-00000-515370-00000000-	SUBJUDGE 1/20/21 AFT	SUB JUDGE FOR MUNI COURT 01/20/22 - AFT DOCKET	71717	02/02/2022	322.50
	Total Paid by Vendor					**532.50**
ELITE EMBROIDERY AND SCREEN PRINT LLC	1000-52-52100-515340-00000000-	26903	EMBROIDERY FOR LM EXTRA UNIFORMS	71947	02/09/2022	245.00
	Total Paid by Vendor					**245.00**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	464422	YEARLY MAINTENANCE OF ST. 6 & ST. 8 AIR COMPRESSO	71795	02/03/2022	1,396.05
	1000-42-42100-515340-00000000-	465568	SCOTT RIT PAK 111 BAG, LESS SHOULDER STRAP	71948	02/08/2022	3,497.50
	Total Paid by Vendor					**4,893.55**
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	20277	BLANKET - OUTSIDE LEGAL SERVICES	71796	02/04/2022	800.00
	1000-18-00000-515372-00000000-	20276	BLANKET - OUTSIDE LEGAL SERVICES	71796	02/04/2022	300.00
	Total Paid by Vendor					**1,100.00**
FLEET FUELING	1000-41-41100-514010-00000000-	77880018	MONTHLY FUEL CHARGES - BLANKET PO	71718	02/02/2022	228.83
	Total Paid by Vendor					**228.83**
GALLS LLC	1000-41-41306-515670-00000000-	020197958	SAFETY PATROL NEW HIRE BLANKET PO	71797	02/04/2022	238.20
	1000-41-41306-515670-00000000-	020178735	SAFETY PATROL NEW HIRE BLANKET PO	71797	02/04/2022	68.64
	1000-41-41306-515670-00000000-	020163048	SAFETY PATROL NEW HIRE BLANKET PO	71797	02/04/2022	280.30
	1000-41-41100-515670-00000000-	020182015	VESTS FOR LATERAL NEW HIRES	71797	02/04/2022	5,618.20
	1000-41-41100-515670-00000000-	020324559	SCOTT HUDSON INNER CARRIER REPLACEMENT	71797	02/04/2022	100.98
	1000-41-41100-515670-00000000-	020274720	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	117.94
	1000-41-41100-515670-00000000-	020274157	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	266.89
	1000-41-41100-515670-00000000-	020260250	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	271.02
	1000-41-41304-515670-00000000-	020039273	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	127.52
	1000-41-41304-515670-00000000-	020039356	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	22.48
	1000-41-41304-515670-00000000-	020039285	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	83.80
	1000-41-41304-515670-00000000-	020039384	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	123.88
	1000-41-41304-515670-00000000-	020051668	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	70.07
	1000-41-41304-515670-00000000-	020051670	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	78.16
	1000-41-41304-515670-00000000-	020051671	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	71.84
	1000-41-41304-515670-00000000-	020051672	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	40.08
	1000-41-41304-515670-00000000-	020051674	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	71.84
	1000-41-41304-515670-00000000-	020052163	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	71.84
	1000-41-41304-515670-00000000-	020073007	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	120.24
	1000-41-41304-515670-00000000-	020096458	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	70.07
	1000-41-41304-515670-00000000-	020106688	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	71797	02/04/2022	80.16
	1000-41-41306-515670-00000000-	020132430	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020132405	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020129363	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	140.58
	1000-41-41306-515670-00000000-	020129361	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	92.39
	1000-41-41306-515670-00000000-	020129362	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	76.88
	1000-41-41306-515670-00000000-	020147558	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	38.18
	1000-41-41306-515670-00000000-	020145317	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71956	02/09/2022	63.34
	1000-41-41306-515670-00000000-	020120156	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	159.00
	1000-41-41306-515670-00000000-	020120462	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	123.80
	1000-41-41306-515670-00000000-	020163053	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	183.49
	1000-41-41306-515670-00000000-	020166497	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020166846	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	17.59
	1000-41-41306-515670-00000000-	020166847	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	17.59
	1000-41-41306-515670-00000000-	020166851	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	17.59
	1000-41-41306-515670-00000000-	020174697	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	120.54
	1000-41-41306-515670-00000000-	020188296	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020188298	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020195755	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	53.00
	1000-41-41306-515670-00000000-	020206653	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	50.81
	1000-41-41306-515670-00000000-	020207621	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	92.46

	1000-41-41306-515670-00000000-	020214256	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	92.46
	1000-41-41306-515670-00000000-	020218666	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	100.70
	1000-41-41306-515670-00000000-	020187056	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020187057	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020187066	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	6.36
	1000-41-41306-515670-00000000-	020206652	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	143.74
	1000-41-41306-515670-00000000-	020205998	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	53.00
	1000-41-41306-515670-00000000-	020227145	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	106.00
	1000-41-41306-515670-00000000-	020238884	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	106.00
	1000-41-41306-515670-00000000-	020238885	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	53.00
	1000-41-41306-515670-00000000-	020231719	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	18.75
	1000-41-41306-515670-00000000-	020238742	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	125.35
	1000-41-41306-515670-00000000-	020249739	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	117.89
	1000-41-41306-515670-00000000-	020250805	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	23.82
	1000-41-41306-515670-00000000-	020249650	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	70.82
	1000-41-41306-515670-00000000-	020227278	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	79.59
	1000-41-41306-515670-00000000-	020257889	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71955	02/09/2022	63.34
	1000-41-41306-515670-00000000-	020269391	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	77.48
	1000-41-41306-515670-00000000-	020260108	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	71.16
	1000-41-41306-515670-00000000-	020268016	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	70.34
	1000-41-41306-515670-00000000-	020267947	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	115.53
	1000-41-41306-515670-00000000-	020267946	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	83.06
	1000-41-41306-515670-00000000-	020260256	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	79.77
	1000-41-41306-515670-00000000-	020277339	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71954	02/09/2022	23.82
	1000-41-41306-515670-00000000-	020277336	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	68.64
	1000-41-41306-515670-00000000-	020288529	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	68.64
	1000-41-41306-515670-00000000-	020317036	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	139.71
	1000-41-41306-515670-00000000-	020317186	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	146.56
	1000-41-41306-515670-00000000-	020340269	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	71957	02/09/2022	67.50
	1000-41-41306-515670-00000000-	020317034	SAFETY PATROL NEW HIRE-P HARRIS	71957	02/09/2022	93.14
	Total Paid by Vendor					**11,552.08**
GARLAND WARD	1000-10-10200-515370-00000000-	20200430	VIDEO PROC. SERVICES	71958	02/08/2022	880.00
	Total Paid by Vendor					**880.00**
GERALD L VINES	1000-43-00000-515370-00000000-	3894 1ST SESSION	INSTR. FOR DDC AA25 HR.CLASS 012422-3894 1ST SESSI	71770	02/01/2022	120.00
	1000-43-00000-515370-00000000-	3896 1ST SESSION	INSTR. FOR DDC/AA25 CLASS 012722-3896 1ST SESSION	71770	02/01/2022	120.00
	Total Paid by Vendor					**240.00**
GLOBAL INDUSTRIES INC	1000-41-41100-515340-00000000-	006997838	CHIEFS AREA STORAGE CABINETS	PCard	02/10/2022	784.00
	Total Paid by Vendor					**784.00**
GLOBAL KNOWLEDGE TRAINING LLC	1000-17-17100-515790-00000000-	22201920	SOHEL SALEEM GLOBAL KNOWLEDGE SUBSCRIPTION	71960	02/08/2022	2,999.00
	Total Paid by Vendor					**2,999.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	253386	TIRES	71800	02/07/2022	512.24
	1000-00-00000-140101-00000000-	253391	TIRES	71800	02/07/2022	2,491.32
	1000-00-00000-140101-00000000-	253474	TIRES	PCard	02/10/2022	2,728.40
	Total Paid by Vendor					**5,731.96**
GRAYBAR ELECTRIC COMPANY	1000-17-17300-520200-00000000-	9324949896	PUNCHOUT FOR IT-TECHNICIAN	71719	02/02/2022	75.00
	Total Paid by Vendor					**75.00**
HILL LAWNMOWER & CHAINSAW CO	1000-52-52200-515340-00000000-	149893	CHAINSAW CHAINS FOR FORESTRY	71964	02/09/2022	578.29
	Total Paid by Vendor					**578.29**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	254588	BLANKET PURCHASE ORDER	71802	02/04/2022	89.31
	1000-42-42100-515340-00000000-	234414	BLANKET PURCHASE ORDER	71965	02/08/2022	34.35
	1000-42-42100-515340-00000000-	228538	BLANKET PURCHASE ORDER	71965	02/08/2022	75.57
	1000-42-42100-515340-00000000-	218837	BLANKET PURCHASE ORDER	71965	02/09/2022	68.70
	Total Paid by Vendor					**267.93**
HOME DEPOT USA INC	1000-42-42100-515340-00000000-	664197399	MONTHLY STATION JANITORIAL SUPPLIES	71803	02/07/2022	309.54
	Total Paid by Vendor					**309.54**
HON GROUP	1000-18-00000-515340-00000000-	1626241	BOOKCASE-308 FOUNTAIN CIR. 6TH FLOOR	71967	02/08/2022	420.75
	Total Paid by Vendor					**420.75**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52700-515340-00000000-	27457	GRASS SEED FOR SOUTH	71968	02/08/2022	149.90
	1000-52-52700-513010-00000000-	27456	MOUND CLAY FOR BALLFIELDS - SOUTH	71968	02/08/2022	798.40
	Total Paid by Vendor					**948.30**
HUNTSVILLE EMERGENCY MEDICAL SERVICES INC	1000-00-00000-610038-00000000-	FY22 REQ1	SPECIAL APPROPRIATION - ORD 21-867	71970	02/09/2022	10,224.08
	Total Paid by Vendor					**10,224.08**

HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	23655	2022 BLANKET FENCE MATERIALS & REPAIRS	PCard	02/10/2022	440.00
	Total Paid by Vendor					**440.00**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND. DEF. SER. 1/22	FOR INDIGENT SER FOR MONTH OF JAN 2021	71675	01/31/2022	43,500.00
	Total Paid by Vendor					**43,500.00**
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1051XX-	221010366952-012122	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71971	02/08/2022	1,121.85
	1000-53-53200-515700-PK1051XX-	221010366950-012422	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	71971	02/08/2022	1,873.12
	1000-53-53200-515700-PK1020XX-	211010015833-012122	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	5,229.87
	1000-53-53200-515700-PK1040XX-	211010016190-012122	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	2,681.42
	1000-53-53200-515700-PK1060XX-	221010132048-012422	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	3,123.51
	1000-53-53200-515700-PK1060XX-	221010132047-012122	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	12.34
	1000-53-53200-515700-PK1030XX-	211010071712-012422	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	18.88
	1000-53-53200-515700-PK1055XX-	211010070451-012122	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	220.17
	1000-53-53200-515700-PK1010XX-	211010010035-012122	ELECTRIC USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	12.34
	1000-53-53200-515700-PK1020XX-	211010070836-012122	SPRINKLER USAGE FOR GARAGES (BLANKET)	71971	02/08/2022	57.68
	Total Paid by Vendor					**14,351.18**
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	221-002	MINUTES FOR COUNCIL MEETINGS BLANKET PO	71753	02/01/2022	1,950.00
	Total Paid by Vendor					**1,950.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55300-515340-00000000-	51767	FY22 PWS ALL MATERIAL (BLANKET PO)	71806	02/03/2022	200.08
	1000-55-55300-515340-00000000-	51754	FY22 PWS ALL MATERIAL (BLANKET PO)	71806	02/03/2022	144.63
	1000-55-55400-515340-00000000-	51676	FY22 PWS MAINT/CONST BID ITEMS	71806	02/03/2022	42.02
	1000-51-00000-513010-00000000-	51182	BLANKET PO FOR NON BID ITEMS	71972	02/08/2022	574.40
	1000-55-55300-515340-00000000-	51344	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	866.92
	1000-52-52200-515340-00000000-	51907	FORESTRY/HORTICULTURE (BLANKET PO)	71972	02/08/2022	35.98
	1000-52-52300-515340-00000000-	51989	SPARKLE/CENTRAL (BLANKET PO)	71972	02/08/2022	72.07
	1000-52-52600-515340-00000000-	51938	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	71972	02/08/2022	159.02
	1000-55-55400-515340-00000000-	51929	FY22 PWS MAINT/CONST BID ITEMS	71972	02/08/2022	18.99
	1000-55-55400-515340-00000000-	51877	FY22 PWS MAINT/CONST BID ITEMS	71972	02/08/2022	19.18
	1000-55-55300-515340-00000000-	51947	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	19.48
	1000-55-55300-515340-00000000-	51935	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	39.12
	1000-55-55300-515340-00000000-	51900	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	130.67
	1000-55-55400-515340-00000000-	51943	FY22 PWS MAINT/CONST BID ITEMS	71972	02/08/2022	40.56
	1000-55-55300-515340-00000000-	51883	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	22.48
	1000-55-55300-515340-00000000-	51936	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	108.74
	1000-55-55300-515340-00000000-	51939	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	148.28
	1000-55-55400-515340-00000000-	51940	FY22 PWS MAINT/CONST BID ITEMS	71972	02/08/2022	28.77
	1000-55-55300-515340-00000000-	51990	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	2,538.58
	1000-55-55300-515340-00000000-	51933	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	289.04
	1000-55-55300-515340-00000000-	51891	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	36.30
	1000-55-55300-515340-00000000-	51894	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	115.48
	1000-55-55300-515340-00000000-	51874	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	62.82
	1000-55-55300-515340-00000000-	51974	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	130.19
	1000-55-55300-515340-00000000-	51944	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/08/2022	29.52
	1000-55-55300-515340-00000000-	51895	FY22 PWS ALL MATERIAL (BLANKET PO)	71972	02/09/2022	211.69
	1000-55-55300-515340-00000000-	51711	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/10/2022	35.96
	1000-52-52300-515340-00000000-	51680	SPARKLE/CENTRAL (BLANKET PO)	PCard	02/10/2022	154.98
	1000-55-55300-515340-00000000-	51683	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/10/2022	95.98
	1000-52-52900-515340-00000000-	51700	SUPPLIES FOR HAYS (BLANKET)	PCard	02/10/2022	150.17
	1000-52-52700-515340-00000000-	51749	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	PCard	02/10/2022	196.57
	1000-55-55300-515340-00000000-	52033	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/10/2022	566.61
	1000-55-55300-515340-00000000-	51934	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/10/2022	396.24
	1000-55-55400-515340-00000000-	51879	FY22 PWS MAINT/CONST BID ITEMS	PCard	02/10/2022	7.07
	1000-51-00000-513010-00000000-	52072	BLANKET PO FOR NON BID ITEMS	PCard	02/10/2022	71.68
	1000-55-55300-515340-00000000-	52038	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/10/2022	48.90
	Total Paid by Vendor					**7,809.17**
INSIGHT PUBLIC SECTOR	1000-17-17400-520200-00000000-	1100909378	QUOTE 224365268 FIRE DEPT. GETACS F110 G6	71973	02/09/2022	243,615.60
	Total Paid by Vendor					**243,615.60**
J H COLLIER INC	1000-17-17400-520200-00000000-	00018902	QUOTE 000Q11899 FOR NEW HIRES WO 150734	71975	02/09/2022	812.50
	1000-17-17400-520200-00000000-	00018906	QUOTE 000Q11900 WO # 151018 LM-E.NORTON	71975	02/09/2022	406.25
	1000-17-17400-520200-00000000-	00018905	QUOTE 000Q11900 WO#150860 LM-E.NORTON	71975	02/09/2022	406.25
	Total Paid by Vendor					**1,625.00**
JAMES MONAGHAN	1000-17-17400-515340-00000000-	4870	ITS DEPT. OFFICE MODIFICATION FOR JOSHUA SMITH	90000154	02/09/2022	2,050.00
	Total Paid by Vendor					**2,050.00**

	JAMES R HALL	1000-15-15100-513030-00000000-	50459	COM TX 012822/50459	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	50465	COM TX 012822/50465	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	52553	COM TX 012822/52553	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52557	COM TX 012822/52557	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52561	COM TX 012822/52561	71745	02/01/2022	350.00
		1000-15-15100-513030-00000000-	52622	COM TX 012822/52622	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52626	COM TX 012822/52626	71745	02/01/2022	35.00
		1000-70-70200-513030-00000000-	52632	COM TX 012822/52632	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	52635	COM TX 012822/52635	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	52638	COM TX 012822/52638	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52666	COM TX 012822/52666	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52668	COM TX 012822/52668	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52766	COM TX 012822/52766	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	53061	COM TX 012822/53061	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53064	COM TX 012822/53064	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53076	COM TX 012822/53076	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53086	COM TX 012822/53086	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53087	COM TX 012822/53087	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53093	COM TX 012822/53093	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53113	COM TX 012822/53113	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53119	COM TX 012822/53119	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53153	COM TX 012822/53153	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53158	COM TX 012822/53158	71745	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53210	COM TX 012822/53210	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53216	COM TX 012822/53216	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53218	COM TX 012822/53218	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53219	COM TX 012822/53219	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53223	COM TX 012822/53223	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53235	COM TX 012822/53235	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	53269	COM TX 012822/53269	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53271	COM TX 012822/53271	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53433	COM TX 012822/53433	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54664	COM TX 012822/54664	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54678	COM TX 012822/54678	71745	02/01/2022	85.00
		1000-15-15100-513030-00000000-	54682	COM TX 012822/54682	71745	02/01/2022	250.00
		1000-15-15100-513030-00000000-	54694	COM TX 012822/54694	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	55156	COM TX 012822/55156	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	55786	COM TX 012822/55786	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	55788	COM TX 012822/55788	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	55799	COM TX 012822/55799	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	56279	COM TX 012822/56279	71746	02/01/2022	35.00
		1000-15-15100-513030-00000000-	50456	COM TX 013122/50456	71850	02/01/2022	35.00
		1000-15-15100-513030-00000000-	50457	COM TX 013122/50457	71850	02/01/2022	35.00
		1000-15-15100-513030-00000000-	50458	COM TX 013122/50458	71850	02/01/2022	35.00
		1000-15-15100-513030-00000000-	50460	COM TX 013122/50460	71860	02/01/2022	350.00
		1000-15-15100-513030-00000000-	51284	COM TX 013122/51284	71850	02/01/2022	35.00
		1000-70-70200-513030-00000000-	52563	COM TX 013122/52563	71855	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52566	COM TX 013122/52566	71856	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52567	COM TX 013122/52567	71860	02/01/2022	85.00
		1000-15-15100-513030-00000000-	52579	COM TX 013122/52579	71852	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52580	COM TX 013122/52580	71852	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52582	COM TX 013122/52582	71852	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52602	COM TX 013122/52602	71852	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52603	COM TX 013122/52603	71852	02/01/2022	35.00
		1000-52-52100-514010-00000000-	52605	COM TX 013122/52605	71860	02/01/2022	75.00
		1000-15-15100-513030-00000000-	52606	COM TX 013122/52606	71860	02/01/2022	85.00
		1000-15-15100-513030-00000000-	52607	COM TX 013122/52607	71860	02/01/2022	350.00
		1000-15-15100-513030-00000000-	52647	COM TX 013122/52647	71860	02/01/2022	250.00
		1000-15-15100-513030-00000000-	52649	COM TX 013122/52649	71860	02/01/2022	250.00
		1000-15-15100-513030-00000000-	52653	COM TX 013122/52653	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52654	COM TX 013122/52654	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52655	COM TX 013122/52655	71853	02/01/2022	35.00

		1000-15-15100-513030-00000000-	52656	COM TX 013122/52656	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52657	COM TX 013122/52657	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52658	COM TX 013122/52658	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52659	COM TX 013122/52659	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52660	COM TX 013122/52660	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52661	COM TX 013122/52661	71853	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52662	COM TX 013122/52662	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52663	COM TX 013122/52663	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52664	COM TX 013122/52664	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52674	COM TX 013122/52674	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52679	COM TX 013122/52679	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52681	COM TX 013122/52681	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52682	COM TX 013122/52682	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	52683	COM TX 013122/52683	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53071	COM TX 013122/53071	71859	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53077	COM TX 013122/53077	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53079	COM TX 013122/53079	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53082	COM TX 013122/53082	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53111	COM TX 013122/53111	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53116	COM TX 013122/53116	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53127	COM TX 013122/53127	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53155	COM TX 013122/53155	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53159	COM TX 013122/53159	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53220	COM TX 013122/53220	71858	02/01/2022	35.00
		1000-15-15100-513030-00000000-	53432	COM TX 013122/53432	71854	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54661	COM TX 013122/54661	71854	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54671	COM TX 013122/54671	71854	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54679	COM TX 013122/54679	71854	02/01/2022	35.00
		1000-15-15100-513030-00000000-	54680	COM TX 013122/54680	71860	02/01/2022	250.00
		1000-15-15100-513030-00000000-	54681	COM TX 013122/54681	71860	02/01/2022	250.00
		1000-15-15100-513030-00000000-	54683	COM TX 013122/54683	71860	02/01/2022	250.00
		1000-15-15100-513030-00000000-	54800	COM TX 013122/54800	71860	02/01/2022	85.00
		1000-15-15100-513030-00000000-	55797	COM TX 013122/55797	71849	02/01/2022	35.00
		1000-15-15100-513030-00000000-	56268	COM TX 013122/56268	71860	02/01/2022	75.00
		Total Paid by Vendor					**6,125.00**
	KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	197076	COM TX 013122/197076	71812	02/01/2022	85.00
		1000-15-15100-513030-00000000-	197151	COM TX 013122/197151	71815	02/01/2022	88.00
		1000-15-15100-513030-00000000-	197151	COM TX 013122/197151	71815	02/01/2022	340.00
		1000-15-15100-513030-00000000-	197153	COM TX 013122/197153	71807	02/01/2022	25.00
		1000-15-15100-513030-00000000-	197154	COM TX 013122/197154	71807	02/01/2022	25.00
		1000-15-15100-513030-00000000-	197155	COM TX 013122/197155	71807	02/01/2022	25.00
		1000-15-15100-513030-00000000-	197233	COM TX 013122/197233	71812	02/01/2022	95.00
		1000-15-15100-513030-00000000-	197234	COM TX 013122/197234	71812	02/01/2022	35.00
		1000-15-15100-513030-00000000-	197425	COM TX 013122/197425	71815	02/01/2022	95.00
		1000-15-15100-513030-00000000-	197425	COM TX 013122/197425	71815	02/01/2022	664.00
		1000-15-15100-513030-00000000-	197426	COM TX 013122/197426	71815	02/01/2022	95.00
		1000-15-15100-513030-00000000-	197426	COM TX 013122/197426	71815	02/01/2022	664.00
		1000-15-15100-513030-00000000-	197428	COM TX 013122/197428	71812	02/01/2022	88.00
		1000-71-71100-514010-00000000-	197515	COM TX 013122/197515	71815	02/01/2022	2.00
		1000-71-71100-514010-00000000-	197515	COM TX 013122/197515	71815	02/01/2022	85.00
		1000-71-71100-514010-00000000-	197515	COM TX 013122/197515	71815	02/01/2022	146.54
		1000-15-15100-513030-00000000-	197516	COM TX 013122/197516	71807	02/01/2022	22.50
		1000-15-15100-513030-00000000-	197589	COM TX 013122/197589	71815	02/01/2022	2.00
		1000-15-15100-513030-00000000-	197589	COM TX 013122/197589	71815	02/01/2022	10.00
		1000-15-15100-513030-00000000-	197589	COM TX 013122/197589	71815	02/01/2022	152.30
		1000-15-15100-513030-00000000-	197655	COM TX 013122/197655	71815	02/01/2022	35.00
		1000-15-15100-513030-00000000-	197655	COM TX 013122/197655	71815	02/01/2022	88.00
		1000-15-15100-513030-00000000-	197708	COM TX 013122/197708	71812	02/01/2022	95.00
		1000-15-15100-513030-00000000-	197712	COM TX 013122/197712	71815	02/01/2022	172.00
		1000-15-15100-513030-00000000-	197778	COM TX 013122/197778	71807	02/01/2022	22.50
		1000-15-15100-513030-00000000-	197846	COM TX 013122/197846	71812	02/01/2022	88.00
		1000-15-15100-513030-00000000-	197851	COM TX 013122/197851	71812	02/01/2022	85.00

	1000-15-15100-513030-00000000-	197852	COM TX 013122/197852	71815	02/01/2022	130.00
	1000-15-15100-513030-00000000-	197874	COM TX 013122/197874	71815	02/01/2022	88.00
	1000-15-15100-513030-00000000-	197874	COM TX 013122/197874	71815	02/01/2022	255.00
	1000-15-15100-513030-00000000-	197877	COM TX 013122/197877	71815	02/01/2022	88.00
	1000-15-15100-513030-00000000-	197877	COM TX 013122/197877	71815	02/01/2022	340.00
	1000-15-15100-513030-00000000-	197957	COM TX 013122/197957	71812	02/01/2022	4.95
	1000-15-15100-513030-00000000-	197957	COM TX 013122/197957	71812	02/01/2022	40.00
	1000-15-15100-513030-00000000-	197957	COM TX 013122/197957	71812	02/01/2022	60.00
	1000-15-15100-513030-00000000-	197958	COM TX 013122/197958	71812	02/01/2022	95.00
	1000-15-15100-513030-00000000-	197962	COM TX 013122/197962	71815	02/01/2022	88.00
	1000-15-15100-513030-00000000-	197962	COM TX 013122/197962	71815	02/01/2022	340.00
	1000-15-15100-513030-00000000-	197964	COM TX 013122/197964	71812	02/01/2022	28.00
	1000-15-15100-513030-00000000-	197964	COM TX 013122/197964	71812	02/01/2022	35.00
	1000-00-00000-140101-00000000-	196955	TIRES	71725	02/01/2022	1,246.68
	1000-00-00000-140101-00000000-	197037	TIRES	71725	02/01/2022	3,410.50
	1000-00-00000-140101-00000000-	197916	TIRES	71815	02/07/2022	3,945.68
	Total Paid by Vendor					**13,524.65**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	019655064 1/15/22	FY22 BLANKET PO FOR WOW SERVICES COH	71774	02/02/2022	74.98
	1000-17-17100-515070-00000000-	019458402-012122	FY22 BLANKET PO FOR WOW SERVICES COH	72018	02/09/2022	1,383.63
	1000-17-17100-515070-00000000-	019639640-011722	FY22 BLANKET PO FOR WOW SERVICES COH	72018	02/09/2022	22.00
	Total Paid by Vendor					**1,480.61**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9008291275	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71678	01/31/2022	2,318.34
	1000-17-17100-515250-00000000-	277682352	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71816	02/07/2022	104.91
	1000-17-17100-515250-00000000-	277682897	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71816	02/07/2022	100.43
	Total Paid by Vendor					**2,523.68**
KRONOS INC	1000-13-13100-515370-00000000-	11870478	KRONOS SOFTWARE SERVICES MTHLY MAINT BLANKET PO	71976	02/08/2022	2,818.20
	Total Paid by Vendor					**2,818.20**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	150095	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	275.00
	1000-18-00000-515372-00000000-	150096	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	12,486.89
	1000-18-00000-515372-00000000-	150097	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	2,125.00
	1000-18-00000-515372-00000000-	150098	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	859.00
	1000-18-00000-515372-00000000-	150099	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	2,059.00
	1000-18-00000-515372-00000000-	150100	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	2,410.50
	1000-18-00000-515372-00000000-	150101	BLANKET - OUTSIDE LEGAL SERVICES	71726	02/02/2022	834.50
	1000-18-00000-515372-00000000-	151465	BLANKET - OUTSIDE LEGAL SERVICES	71817	02/04/2022	1,568.00
	1000-18-00000-515372-00000000-	151466	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	2,550.00
	1000-18-00000-515372-00000000-	151467	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	760.00
	1000-18-00000-515372-00000000-	151468	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	15,695.56
	1000-18-00000-515372-00000000-	151469	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	6,943.50
	1000-18-00000-515372-00000000-	151470	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	25.00
	1000-18-00000-515372-00000000-	151471	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	2,643.00
	1000-18-00000-515372-00000000-	151472	BLANKET - OUTSIDE LEGAL SERVICES	71818	02/07/2022	450.00
	Total Paid by Vendor					**51,684.95**
LEADSONLINE LLC	1000-17-17100-515250-00000000-	323454	SOLE SOURCE LEADSONLINE FOR PD	71819	02/03/2022	36,305.44
	Total Paid by Vendor					**36,305.44**
LEE COMPANY	1000-14-14300-513010-00000000-	2054407	2022 BLANKET - PLUMBING REPAIRS	PCard	02/10/2022	932.50
	1000-14-14300-513010-00000000-	2058404	2022 BLANKET - PLUMBING REPAIRS	PCard	02/10/2022	135.00
	1000-14-14300-513010-00000000-	2056423	2022 BLANKET - PLUMBING REPAIRS	PCard	02/10/2022	285.00
	1000-14-14300-513010-00000000-	2055743	2022 BLANKET - PLUMBING REPAIRS	PCard	02/10/2022	1,610.52
	Total Paid by Vendor					**2,963.02**
LEXISNEXIS MATTHEW BENDER	1000-18-00000-515340-00000000-	2899065X	BLANKET - MISCELLANEOUS PUBLICATIONS	71820	02/04/2022	275.10
	1000-18-00000-515340-00000000-	2999103X	CREDIT APPLIED TO INV. 2899065X	71820	02/04/2022	(183.40)
	1000-18-00000-515340-00000000-	28990668	BLANKET - MISCELLANEOUS PUBLICATIONS	71820	02/04/2022	351.71
	1000-43-00000-515370-00000000-	28990544	MONTHLY STATEMENT	71977	02/09/2022	703.26
	Total Paid by Vendor					**1,146.67**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1629841-20220131	RISK DATA MANAGEMENT (BLANKET PO)	71727	02/03/2022	350.99
	Total Paid by Vendor					**350.99**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 12/12/2021	PPE 12/12/21 VOLUNTARY AD&D INSURANCE PREMIUMS	71728	02/02/2022	1,529.22
	1000-00-00000-210230-00000000-	860053256 12/12/2021	PPE 12/12/21 VOLUNTARY TERM LIFE INS PREMIUMS	71728	02/02/2022	19,603.26
	1000-00-00000-210230-00000000-	860053256 12/26/2021	PPE 12/26/21 VOLUNTARY TERM LIFE INS PREMIUMS	71821	02/07/2022	19,859.15
	1000-00-00000-210230-00000000-	873001032 12/26/2021	PPE 12/26/21 VOLUNTARY AD&D INSURANCE PREMIUMS	71821	02/07/2022	1,524.93
	1000-00-00000-210230-00000000-	860053256 1/9/2022	PPE 1/9/22 VOLUNTARY TERM LIFE INS PREMIUMS	71821	02/07/2022	20,220.93

	1000-00-00000-210230-00000000-	873001032 1/9/2022	PPE 1/9/22 VOLUNTARY AD&D INSURANCE PREMIUMS	71821	02/07/2022	1,624.09
	Total Paid by Vendor					**64,361.58**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	2.12
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	2.24
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	2.64
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	2.94
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	3.09
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	3.14
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	3.72
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	4.42
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	4.50
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	4.75
	1000-15-15100-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	5.29
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1000-15-15100-513030-00000000-	230873	NAPARETURNTRAN 012522	71729	02/01/2022	(62.97)
1000-15-15100-513030-00000000-	230873	NAPARETURNTRAN 012522	71729	02/01/2022	(45.00)
1000-15-15100-513030-00000000-	230873	NAPARETURNTRAN 012522	71729	02/01/2022	(11.00)
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	3.42
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	4.51
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	8.31
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	9.01
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	9.02
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	11.83
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	14.71
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	15.28
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	15.74
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	16.93
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	19.69
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	20.10
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	23.66
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	28.82
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	29.38
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	29.57
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	33.53
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	35.28
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	56.88
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	62.41
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	76.12
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	78.81
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	90.19
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	96.16
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	102.98
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	113.76
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	136.42
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	196.94
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1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	330.93
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	365.42
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	380.21
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	418.14
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	494.41
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	525.32
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	582.56
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	944.35
1000-15-15100-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	4,837.16
1000-55-55300-514010-00000000-	231069	FY22 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	71823	02/04/2022	441.86
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	3.09
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	3.14
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	4.51
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	4.75
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	4.83
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	5.29
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	6.28
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	6.40
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	9.02
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	9.34
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	9.49
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	10.73
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	14.23
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	16.60
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	16.96
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	18.00
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	19.88
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1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	33.39
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	40.19
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	44.04
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1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	70.36
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	70.91
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1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	190.81
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	213.62
1000-15-15100-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	219.16
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1000-15-15100-513030-00000000-	231143	NAPARETURNTRAN 020122	71823	02/04/2022	(18.00)
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1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	2.64
1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	3.09
1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	3.14
1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	3.96
1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	4.75
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1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	5.29
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	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	7.26
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	7.34
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	7.86
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	8.31
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	11.41
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	12.44
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	12.64
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	13.10
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	13.86
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	14.23
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	14.77
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	16.60
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	18.00
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	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	19.82
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	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	27.56
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	30.95
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	30.97
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	33.03
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	35.64
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	37.47
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	48.82
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	52.44
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	65.81
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	77.04
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	90.65
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	98.04
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	100.77
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	118.08
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	179.60
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	180.00
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	263.55
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	282.94
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	321.64
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	464.58
	1000-15-15100-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	705.39
	1000-15-15100-513030-00000000-	231158	NAPARETURNTRAN 020222	71823	02/04/2022	(180.00)
	1000-15-15100-513030-00000000-	231158	NAPARETURNTRAN 020222	71823	02/04/2022	(18.00)
	Total Paid by Vendor					**36,155.10**
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	TAG #022364	APPLICATION TITLE FOR #022364-LANDSCAPE	71680	02/01/2022	18.75
	Total Paid by Vendor					**18.75**
MARK B HASTINGS	1000-43-00000-515370-00000000-	3889 2ND SESSION	INSTR. FOR DDC/ADD CLASS 012022-3889 2ND SESSION	71720	02/01/2022	105.00
	1000-43-00000-515370-00000000-	3893 1ST SESSION	INSTR. FOR DDC 4HR. CLASS 012622-3893 1ST SESSION	71720	02/01/2022	100.00
	1000-43-00000-515370-00000000-	3889 3RD SESSION	INSTR. FOR DDC/ADD CLASS 012722-3889 3RD SESSION	71720	02/01/2022	105.00
	Total Paid by Vendor					**310.00**
MARR TRAFFIC INC	1000-75-75100-515370-00000000-	MTINV-2021	TURN MOVEMENT COUNTS-US 72 SIGNALIZED INTERS.	PCard	02/10/2022	3,447.50
	Total Paid by Vendor					**3,447.50**
MARSH USA, INC	1000-19-00000-515220-00000000-	1757968	NOTARY BOND FOR MONICA W. BATTLE	71723	02/01/2022	50.00
	Total Paid by Vendor					**50.00**
MCGRIFF TIRE CO INC	1000-00-00000-140101-00000000-	4660031116	TIRES	71730	02/01/2022	428.00
	1000-00-00000-140101-00000000-	4660030715	TIRES	71730	02/01/2022	1,250.00
	1000-00-00000-140101-00000000-	4660030701	TIRES	71730	02/01/2022	3,302.00
	1000-00-00000-140101-00000000-	4660030235	CREDIT APPLIED TO INV. 4660030701	71730	02/01/2022	(255.71)
	1000-00-00000-140101-00000000-	4660031790	TIRES	71827	02/07/2022	2,812.00
	1000-00-00000-140101-00000000-	4660031505	TIRES	71827	02/07/2022	1,755.00
	1000-00-00000-140101-00000000-	4660031182	TIRES	71827	02/07/2022	1,531.00
	1000-00-00000-140101-00000000-	4660031183	CREDIT APPLIED TO INV. 4660031182	71827	02/07/2022	(255.71)
	Total Paid by Vendor					**10,566.58**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42200-515310-00000000-	18954273	COVID PPE	71731	02/01/2022	6,234.50
	1000-75-75100-515340-00000000-	18990271	DISPOSABLE MASKS	71731	02/01/2022	110.35
	Total Paid by Vendor					**6,344.85**

MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	253264	Payroll Run 1 - Warrant 220206	71913	02/11/2022	8,014.00
	Total Paid by Vendor					**8,014.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	253277	Payroll Run 1 - Warrant 220206	71914	02/11/2022	332.64
	Total Paid by Vendor					**332.64**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV010	HOMELESS CAMP CLEANUP (BLANKET)	71979	02/09/2022	500.00
	Total Paid by Vendor					**500.00**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 220206	NATIONWIDE CONTRIBUTIONS 220206	71898	02/09/2022	155,712.51
	Total Paid by Vendor					**155,712.51**
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	1964391	BLANKET LISP/SPAY/NEUTER/RABIES	71835	02/07/2022	305.00
	1000-50-00000-515162-00000000-	1964392	BLANKET LISP/SPAY/NEUTER/RABIES	71835	02/07/2022	65.00
	1000-50-00000-515163-00000000-	1964392	BLANKET LISP/SPAY/NEUTER/RABIES	71835	02/07/2022	70.00
	1000-50-00000-515163-00000000-	1964393	BLANKET LISP/SPAY/NEUTER/RABIES	71835	02/07/2022	160.00
	Total Paid by Vendor					**600.00**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1124808	PARATECH MUTICHAIN BASE BIG RIG RESCUE (SOLE SOUR	71833	02/03/2022	1,141.90
	1000-42-42100-515340-00000000-	1124824	FIREFIGHTING TOOLS FOR LADDER 18	71833	02/03/2022	1,342.16
	1000-42-42100-515340-00000000-	1124825	FIRE FIGHTING TOOLS FOR LADDER 18	71833	02/03/2022	376.03
	1000-42-42100-515340-00000000-	1124869	SPARE K12 BLADES FOR K12 SAWS	71833	02/03/2022	926.00
	1000-42-42100-515340-00000000-	1124877	FIRE HOSE	71833	02/03/2022	12,813.75
	Total Paid by Vendor					**16,599.84**
NRD LLC	1000-73-73200-515340-00000000-	079956	IONIZING STRIPS FOR PM2.5 LAB EQUIPMENT	71983	02/09/2022	558.18
	Total Paid by Vendor					**558.18**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	253263	Payroll Run 1 - Warrant 220206	71915	02/11/2022	11.53
	Total Paid by Vendor					**11.53**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-01013122	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	71838	02/04/2022	17.56
	1000-14-14100-515700-00000000-	010-01146-01013122	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	71838	02/04/2022	172.00
	1000-14-14100-515700-00000000-	010-01147-01013122	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	71838	02/04/2022	17.56
	Total Paid by Vendor					**207.12**
OFFICE PRIDE OF NORTH ALABAMA INC	1000-14-14310-515370-00000000-	INV-65601	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	111.60
	1000-14-14310-515370-00000000-	INV-65599	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-65600	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-65602	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	1,336.71
	1000-14-14310-515370-00000000-	INV-65772	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	1,275.17
	1000-14-14310-515370-00000000-	INV-65762	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-65763	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-65765	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-65764	2022 BLANKET PO JANITORIAL SERVICES	71836	02/03/2022	150.00
	1000-14-14310-515370-00000000-	INV-55115	2022 BLANKET PO JANITORIAL SERVICES	71984	02/09/2022	150.00
	Total Paid by Vendor					**3,773.48**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2109318.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/08/2022	44.60
	1000-14-14300-513010-00000000-	S2109788.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/08/2022	94.40
	1000-14-14300-513010-00000000-	S2096629.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/08/2022	1,048.70
	1000-14-14300-513010-00000000-	S2109102.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/09/2022	16.90
	1000-14-14300-513010-00000000-	S2103355.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/09/2022	371.08
	1000-14-14300-513010-00000000-	S2108304.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/09/2022	31.12
	1000-14-14300-515610-00000000-	S2108536.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	71985	02/09/2022	19.54
	1000-14-14300-515610-00000000-	S2108313.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	71985	02/09/2022	15.68
	1000-14-14300-515610-00000000-	S2107774.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	71985	02/09/2022	9.40
	Total Paid by Vendor					**1,651.42**
PASSPORT LABS INC	1000-53-53100-515340-00000000-	INV-1028167	MOBILE PAY PARKING TRANSACTION FEE - BLANKET	71986	02/08/2022	939.25
	Total Paid by Vendor					**939.25**
PCARD PAYMENTS	1000-41-41305-515790-00000000-	252850	ACADEMY STAFF- ORLANDO, FL- TOLL BRIDGE FEE	PCard	01/31/2022	4.10
	1000-14-14300-513010-00000000-	252851	MATERIALS PURCHASED TO INSTALL AND REINFORCE SHELV	PCard	01/31/2022	15.36
	1000-14-14300-513010-00000000-	252852	MATERIALS PURCHASED TO INSTALL AND REINFORCE SHELV	PCard	01/31/2022	52.34
	1000-14-14300-513010-00000000-	252853	MATERIALS PURCHASED TO INSTALL AND REINFORCE SHELV	PCard	01/31/2022	5.98
	1000-14-14300-513010-00000000-	252854	MATERIALS PURCHASED FOR TRUCK STOCK TO BE USED ACR	PCard	01/31/2022	99.73
	1000-30-30200-515520-00000000-	252855	TAPE & PAINT FOR OUTSIDE FIELD MARKINGS FOR WHEELC	PCard	01/31/2022	19.49
	1000-14-14300-513010-00000000-	252856	MATERIALS PURCHASED TO INSTALL NEW MISSION STATEME	PCard	01/31/2022	34.95
	1000-14-14300-515610-00000000-	252857	TOOLS PURCHASED FOR USE ACROSS CITY FOR REPAIRS	PCard	01/31/2022	169.00
	1000-14-14300-513010-00000000-	252858	MATERIALS PURCHASED TO FIX LIGHTS PER WO 153543	PCard	01/31/2022	46.63
	1000-14-14300-513010-00000000-	252859	MATERIALS PURCHASED TO REPLACE LIGHTS AND FIX SWIT	PCard	01/31/2022	40.68

1000-41-41305-515790-00000000-	252860	PAUL NORDAN- ORANGE BEACH, AL- HOTEL	PCard	01/31/2022	197.75
1000-70-70200-515340-00000000-	252861	LAMINATION OF PUBLIC NUISANCE POSTER	PCard	01/31/2022	7.50
1000-52-52700-515340-00000000-	252864	SUPPLIES FOR SOUTH BLDG	PCard	01/31/2022	231.72
1000-52-52600-515340-00000000-	252865	SHOVELS (ICS DIDN'T HAVE IN STOCK)	PCard	01/31/2022	104.94
1000-14-14300-515610-00000000-	252866	TOOLS PURCHASED FOR USE BY CONTROLS GROUP ACROSS C	PCard	01/31/2022	59.88
1000-43-00000-515790-00000000-	252869	DOUBLE TREE BY HILTON /MAGISTRATES TRAINING - APRI	PCard	01/31/2022	140.25
1000-43-00000-515790-00000000-	252870	DOUBLE TREE BY HILTON/ MAGISTRATES TRAINING - NICO	PCard	01/31/2022	140.25
1000-43-00000-515790-00000000-	252871	DOUBLE TREE BY HILTON / MAGISTRATES TRAINING -BRIA	PCard	01/31/2022	140.25
1000-43-00000-515790-00000000-	252872	DOUBLE TREE BY HILTON / MAGISTRATE TRAINING - TANY	PCard	01/31/2022	140.25
1000-52-52200-515340-00000000-	252873	PACKING BOXES - MOVE TO ADMIN BLDG	PCard	01/31/2022	57.60
1000-14-14300-513010-00000000-	252876	MATERIALS PURCHASED TO INSTALL DOOR KNOBS AT MAPLE	PCard	01/31/2022	116.85
1000-14-14300-513010-00000000-	252877	MATERIALS PURCHASED TO MOVE BIKE RACKS PER WO 1537	PCard	01/31/2022	36.52
1000-10-00000-515340-00000000-	252878	AMZN Mktp US - CARGO CART FOR KEAIRRA	PCard	01/31/2022	39.10
1000-10-10200-515340-00000000-	252879	ADOBE PRODUCTS - FEBRUARY 2022 ADOBE	PCard	01/31/2022	291.56
1000-30-30200-515520-00000000-	252880	TAPE & PAINT FOR OUTSIDE FIELD MARKINGS FOR WHEELC	PCard	02/01/2022	8.20
1000-55-55300-515340-00000000-	252881	AMZN Mktp US--- DISPOSABLE GLOVES	PCard	02/01/2022	272.60
1000-52-52900-515520-00000000-	252882	DITTO LANDING TREE PLANTING	PCard	02/01/2022	94.00
1000-52-52900-515520-00000000-	252883	DITTO LANDING TREE PLANTING	PCard	02/01/2022	6.00
1000-52-52100-515790-00000000-	252885	RENEWAL FOR C MOORE	PCard	02/02/2022	68.90
1000-43-00000-515340-00000000-	252888	WAL-MART #0375 / DRUG LAB WATER	PCard	02/02/2022	34.72
1000-50-00000-515340-00000000-	252889	ROUND KENNEL ID TAGS	PCard	02/02/2022	1,200.00
1000-41-41100-515790-00000000-	252890	WARE/BROOKS/RICE/KING/SUMLIN/JOHNSONSON- HUNSTVILL	PCard	02/02/2022	345.00
1000-41-41250-515340-00000000-	252891	SUPPLIES- BOOKS FOR TSU UNIT	PCard	02/03/2022	180.00
1000-41-41250-515340-00000000-	252892	SUPPLIES- BOOKS FOR TSU UNIT	PCard	02/03/2022	60.00
1000-42-42100-515340-00000000-	253604	COSTCO WHSE #0356 RECRUITING EVENT	PCard	01/31/2022	15.98
1000-42-42100-515790-00000000-	253605	ALABAMA FIRE COLLEGE VEHICLE EXTRICATION AND MACHI	PCard	01/31/2022	700.00
1000-53-53200-513010-PK1040XX-	253607	AMZN Mktp US RIBBON FOR PRINT COMPUTER	PCard	01/31/2022	25.98
1000-14-14300-513010-00000000-	253608	MATERIALS PURCHASED TO FIX LEAK PER WO 153714	PCard	02/02/2022	5.74
1000-14-14300-515610-00000000-	253609	TOOLS PURCHASED TO BE USED ACROSS CITY FOR REPAIRS	PCard	02/02/2022	54.85
1000-75-75300-515340-00000000-	253610	ITEMS FOR SIGNAL MAINTENANCE	PCard	02/02/2022	85.04
1000-74-74200-515340-00000000-	253612	GLOBE KEYCHAINS (GIVEAWAYS FOR SCHOOL ENGAGEMENTS)	PCard	02/02/2022	43.44
1000-10-10200-515340-00000000-	253613	EMA - EMMA FEBRUARY 2022	PCard	02/02/2022	270.00
1000-14-14300-513010-00000000-	253615	MATERIALS PURCHASED TO FIX A LIGHT PER WO 153366	PCard	02/03/2022	258.00
1000-51-00000-515340-00000000-	253616	UNAUTHORIZED CREDIT CARD PURCHASE/CREIDT ISSUED/SE	PCard	02/03/2022	(40.00)
1000-14-14300-513010-00000000-	253617	MATERIALS PURCHASED TO PAINT OFFICE AND REPLACE CE	PCard	02/03/2022	75.41
1000-42-42100-515340-00000000-	253618	THE HOME DEPOT 888 TRAINING SHELVES	PCard	02/03/2022	229.00
1000-42-42100-515340-00000000-	253619	THE HOME DEPOT 804 TRAINING SHELVES	PCard	02/03/2022	458.00
1000-75-75300-515340-00000000-	253620	BATTERIES FOR SIGNAL CONTROLLERS	PCard	02/03/2022	144.84
1000-52-52900-515340-00000000-	253621	MAINTENACE AT HAYS	PCard	02/03/2022	5.98
1000-75-75300-515340-00000000-	253622	ITEMS FOR SIGNAL MAINTENANCE CREW	PCard	02/03/2022	70.30
1000-14-14300-513010-00000000-	253624	MATERIALS PURCHASED TO REPLACE GROUND LEVEL PERIME	PCard	02/03/2022	4.50
1000-74-74100-515340-00000000-	253625	MONTHLY FEE FOR WATER DISPENSER (PLANNING)	PCard	02/03/2022	35.95
1000-42-42100-515050-00000000-	253627	SQ *WHOLESALE TROPHIES I GRADUATION PLAQUES	PCard	02/03/2022	116.97
1000-14-14300-513010-00000000-	253628	LEAK DETECTION SERVICES RENDERED TO FIND LEAK AT S	PCard	02/03/2022	600.00
1000-42-42100-515340-00000000-	253629	SQ *FIRE MARSHALS ASSOCIA FMAA GROUP MEMBERSHIP FI	PCard	02/04/2022	100.00
1000-52-52700-515340-00000000-	253630	STORAGE HOOKS FOR SMALL EQUIPMENT ROOM	PCard	02/04/2022	120.78
1000-55-55400-515340-00000000-	253631	THE HOME DEPOT #0888--- PURIFIED DRINKING WATER BO	PCard	02/04/2022	322.56
1000-42-42100-515790-00000000-	253632	ALABAMA FIRE COLLEGE 2022 FIRE CHIEFS PROFESSIONAL	PCard	02/04/2022	880.00
1000-52-52900-515340-00000000-	253633	BENCH PLATE FOR MEMORIAL BENCH	PCard	02/04/2022	25.00
1000-51-00000-513010-00000000-	253635	ANT KILLER TO BE USED AT ALL CITY CEMETERIES	PCard	02/04/2022	203.03
1000-74-74100-515790-00000000-	253637	FLIGHT TO AUSTIN TX FOR SWSX FESTIVAL (M. MANDRELL	PCard	02/04/2022	233.60
1000-55-55400-515340-00000000-	253638	THE HOME DEPOT 888--- EMERGENCY PURCHASE TOOL BAG	PCard	02/04/2022	89.15
1000-75-75200-515340-00000000-	253640	SEAT FOR RPM TRAILER	PCard	02/07/2022	130.00
1000-51-00000-515340-00000000-	253641	CLEANING SUPPLIES/MISC. HARDWARE ITEMS/ADM OFFICE	PCard	02/07/2022	69.80
1000-10-10300-515340-00000000-	253642	IN *WELCOMING AMERICA - MEMBERSHIP DUES	PCard	02/07/2022	750.00
1000-10-10200-515340-00000000-	253643	CANVA* I03322-1006139 - CANVA FEB 2022 SUBSCRIPTIO	PCard	02/07/2022	12.95
Total Paid by Vendor					**10,558.95**

PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	94191	TIRES	71735	02/01/2022	658.50
	1000-00-00000-140101-00000000-	94361	TIRES	71840	02/07/2022	411.60
	1000-00-00000-140101-00000000-	94569	TIRES	PCard	02/10/2022	371.88
	Total Paid by Vendor					**1,441.98**
PIONEER CREDIT RECOVERY INC	1000-00-00000-210180-00000000-	253279	Payroll Run 1 - Warrant 220206	71916	02/11/2022	199.16
	Total Paid by Vendor					**199.16**
POLICE SERVICE DOGS	1000-41-41250-515160-00000000-	20210631	K9 SUPPLIES	71736	02/02/2022	1,970.00
	Total Paid by Vendor					**1,970.00**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	13101	2022 BLANKET PO - ROOF REPAIRS	71841	02/03/2022	634.07
	Total Paid by Vendor					**634.07**
POWERDMS INC	1000-17-17100-515250-00000000-	INV-15680	SOLE SOURCE POWER DMS FOR PD/FD	71737	02/02/2022	14,795.03
	Total Paid by Vendor					**14,795.03**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43143	2022 BLANKET PO FOR ELECTRICAL	71843	02/03/2022	1,404.00
	1000-14-14300-513010-00000000-	W43145	2022 BLANKET PO FOR ELECTRICAL	71843	02/03/2022	479.04
	1000-14-14300-513010-00000000-	W71570	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	71843	02/04/2022	1,296.96
	1000-14-14300-513010-00000000-	W91123	2022 BLANKET PO - STREET LIGHT REPAIRS	71843	02/04/2022	3,690.57
	1000-14-14300-513010-00000000-	W43138	2022 BLANKET PO FOR ELECTRICAL	71843	02/04/2022	2,121.57
	Total Paid by Vendor					**8,992.14**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99134	2022 BLANKET PO HVAC REPAIRS	71844	02/03/2022	216.00
	1000-14-14300-513010-00000000-	99131	2022 BLANKET PO HVAC REPAIRS	71844	02/03/2022	407.29
	1000-14-14300-513010-00000000-	99133	2022 BLANKET PO HVAC REPAIRS	71844	02/03/2022	915.88
	1000-14-14300-513010-00000000-	99132	2022 BLANKET PO HVAC REPAIRS	71844	02/03/2022	1,352.25
	1000-14-14300-513010-00000000-	99150	2022 BLANKET PO HVAC REPAIRS	PCard	02/10/2022	216.00
	1000-14-14300-513010-00000000-	99149	2022 BLANKET PO HVAC REPAIRS	PCard	02/10/2022	651.79
	1000-14-14300-513010-00000000-	99148	2022 BLANKET PO HVAC REPAIRS	PCard	02/10/2022	1,825.26
	Total Paid by Vendor					**5,584.47**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52600-515340-00000000-	17554	SAFETY VEST	71845	02/03/2022	132.00
	1000-52-52300-515340-00000000-	17440	SAFETY VESTS FOR SPARKLE/CENTRAL	71845	02/04/2022	120.00
	Total Paid by Vendor					**252.00**
RAE SYSTEMS INC	1000-42-42100-513040-00000000-	5258986945	REPAIRS FOR MULTIRAE LITES	71846	02/07/2022	1,424.00
	1000-42-42100-513040-00000000-	5258986946	REPAIRS FOR MULTIRAE LITES	71846	02/07/2022	1,424.00
	Total Paid by Vendor					**2,848.00**
RED RIVER SPECIALTIES INC	1000-52-52300-515340-00000000-	769630	CHEMICALS - CENTRAL	71990	02/09/2022	249.95
	1000-52-52300-515340-00000000-	769639	CHEMICALS - CENTRAL	71990	02/09/2022	999.80
	1000-52-52300-515340-00000000-	769327	HORTICULTURE OIL - SPARKLE	71990	02/09/2022	115.00
	1000-52-52500-513010-00000000-	769294	CHEMICALS - WEST MAINT	71990	02/09/2022	8,371.20
	1000-52-52300-515340-00000000-	769154	CHEMICALS FOR CENTRAL	71990	02/09/2022	4,680.00
	Total Paid by Vendor					**14,415.95**
REFUND PAYMENTS	1000-72-00000-410200-00000000-	PERMIT 579498	CANCEL PERMIT PER REQUEST BY PHONE FROM STL CORP	71742	02/01/2022	124.49
	1000-00-00000-220450-00000000-	RECEIPT #11341317	REF PERF BOND FOR PROVIDENCE PH 1 PART A SIDEWALKS	71741	02/01/2022	16,605.00
	1000-00-00000-130205-00000000-	REFUND #464	#464-TAXPAYER REMITTED SALES TAX	71740	02/03/2022	306.41
	1000-12-00000-410100-00000000-	REFUND #2021-57500	AUDIT FILE-TAXPAYER PAID TO MUCH FOR 2019-2021	71739	02/03/2022	4,124.87
	1000-12-00000-410100-00000000-	REFUND 006	REFUND CASE 006-TAXPAYER POLICY RENEWALS	71993	02/08/2022	307.57
	1000-12-00000-410100-00000000-	REFUND 465	#465 TAX REFUND FILE	71997	02/08/2022	50,031.79
	1000-30-30401-422157-00000000-	66575	CANCELLATION OF EVENT	71995	02/08/2022	1,000.00
	1000-30-30403-422154-00000000-	REFUND 69428	CANCELLATION DUE TO SHOULDER SURGERY	71991	02/08/2022	75.00
	1000-51-00000-425103-00000000-	3393	$144 FOUNDATION FEE CHARGED INSTEAD OF $20 LAYOUT	71992	02/08/2022	124.00
	1000-12-00000-410100-00000000-	REFUND 009	REFUND 009-TAXPAYER POLICY RENEWAL	71996	02/08/2022	2,519.13
	1000-51-00000-425103-00000000-	REFUND 3418	DOUBLE PAID FOR SAME FOUNDATION DEBARTOLO	71994	02/08/2022	504.00
	Total Paid by Vendor					**75,722.26**
REGIONS BANK	1000-19-00000-515040-00000000-	99793	ANNUAL FEES DUE 3/1/22 SERIES 2017A BI#8261	71743	02/01/2022	1,100.00
	1000-19-00000-515040-00000000-	99794	ANNUAL FEES DUE 3/1/22 SERIES 2017B BI#8262	71743	02/01/2022	1,100.00
	1000-19-00000-515040-00000000-	99795	ANNUAL FEES DUE 3/1/22 SERIES 2017C BI#8263	71743	02/01/2022	1,100.00
	1000-19-00000-515040-00000000-	99796	ANNUAL FEES DUE 3/1/22 SERIES 2018A BI#8889	71743	02/01/2022	1,100.00
	1000-19-00000-515040-00000000-	99797	ANNUAL FEES DUE 3/1/22 SERIES 2018B BI#8890	71743	02/01/2022	1,100.00
	Total Paid by Vendor					**5,500.00**
REGIONS BANK	1000-00-00000-200006-00000000-	PCARDS ACH 2/15/22	FEBRUARY ACH FOR JANUARY TRANSACTIONS	71778	02/07/2022	24,990.94
	1000-00-00000-200006-00000000-	PCARDS ACH 2/15/22	FEBRUARY ACH FOR JANUARY TRANSACTIONS	71778	02/07/2022	50,546.58
	1000-00-00000-210250-00000000-	02/06 FSA MED/DEP	220206 FSA MED/DEP CARE BI-WKLY PR WIRE	72022	02/11/2022	2,700.41
	1000-00-00000-210260-00000000-	02/06 FSA MED/DEP	220206 FSA MED/DEP CARE BI-WKLY PR WIRE	72022	02/11/2022	21,828.20
	Total Paid by Vendor					**100,066.13**
REPUBLIC SERVICES INC	1000-53-53200-513010-PK1060XX-	0979-000950127	REFUSE CONTNR SERV. 10/31/21-9/3/22 (BLANKET PO)	71848	02/03/2022	43.30

	1000-53-53200-513010-PK1055XX-	0979-000950127	REFUSE CONTNR SERV. 10/31/21-9/3/22 (BLANKET PO)	71848	02/03/2022	61.31
	1000-14-14310-515370-00000000-	0979-000949644	2022 BLANKET REFUSE SERVICES	71848	02/03/2022	5,187.31
	1000-52-52500-515730-00000000-	0979-000949673	REFUSE CONTAINER SERVICES (BLANKET)	71999	02/09/2022	88.33
	1000-52-52600-515730-00000000-	0979-000949673	REFUSE CONTAINER SERVICES (BLANKET)	71999	02/09/2022	264.99
	1000-52-52700-515730-00000000-	0979-000949673	REFUSE CONTAINER SERVICES (BLANKET)	71999	02/09/2022	530.00
	Total Paid by Vendor					**6,175.24**
RODS CUSTOM BODY SHOP INC	1000-15-15100-513030-00000000-	4345	COM TX 013122/4345	71861	02/01/2022	15.00
	1000-15-15100-513030-00000000-	4345	COM TX 013122/4345	71861	02/01/2022	310.05
	Total Paid by Vendor					**325.05**
S&S WORLDWIDE INC	1000-30-30200-515340-00000000-	IN100927800	PICKLEBALLS FOR LEAGUE-SHURNEY LC	71748	02/01/2022	199.49
	Total Paid by Vendor					**199.49**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	120615	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/03/2022	27.51
	1000-14-14300-513010-00000000-	120614	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/03/2022	160.75
	1000-14-14300-513010-00000000-	120642	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/03/2022	228.60
	1000-14-14300-513010-00000000-	120627	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/04/2022	18.80
	1000-14-14300-513010-00000000-	120586	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/04/2022	49.76
	1000-14-14300-513010-00000000-	120690	2022 BLANKET PO -ELECTRICAL ITEMS	71864	02/04/2022	10.36
	Total Paid by Vendor					**495.78**
SECURELINK INC	1000-17-17100-515250-00000000-	INV00003374	SOLE SOURCE SECURELINK ENTERPRISE YEARLY SUPPORT	71751	02/02/2022	32,519.26
	Total Paid by Vendor					**32,519.26**
SERVICEWEAR APPAREL	1000-70-70200-515670-00000000-	0044118030	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71752	02/02/2022	211.68
	1000-70-70200-515670-00000000-	0044118029	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71752	02/02/2022	70.56
	1000-70-70200-515670-00000000-	0044120386	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71752	02/02/2022	35.28
	1000-70-70200-515670-00000000-	0044093996	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71752	02/02/2022	70.56
	1000-53-53300-515670-00000000-	0044140873	UNIFORMS - PARKING (BLANKET)	71865	02/04/2022	115.79
	1000-53-53300-515670-00000000-	0044116792	UNIFORMS - PARKING (BLANKET)	71865	02/04/2022	84.68
	1000-53-53300-515670-00000000-	0044139612	UNIFORMS - PARKING (BLANKET)	71865	02/04/2022	76.92
	1000-14-14300-515670-00000000-	0044140396	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	26.83
	1000-14-14300-515670-00000000-	0044093995	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	83.19
	1000-14-14300-515670-00000000-	0044093994	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	207.50
	1000-14-14300-515670-00000000-	0044114847	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	142.03
	1000-14-14300-515670-00000000-	0044140867	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	215.37
	1000-14-14300-515670-00000000-	0044127287	UNIFORMS-GENERAL SERVICES (BLANKET)	71865	02/04/2022	36.07
	1000-70-70200-515670-00000000-	0044151349	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71865	02/07/2022	198.08
	1000-70-70200-515670-00000000-	0044141093	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	71865	02/07/2022	189.84
	1000-14-14300-515670-00000000-	0044151157	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	217.21
	1000-14-14300-515670-00000000-	0044151159	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	75.43
	1000-14-14300-515670-00000000-	0044151170	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	147.37
	1000-14-14300-515670-00000000-	0044151160	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	121.98
	1000-14-14300-515670-00000000-	0044156302	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	86.03
	1000-14-14300-515670-00000000-	0044140866	UNIFORMS-GENERAL SERVICES (BLANKET)	72002	02/08/2022	207.50
	1000-70-70200-515670-00000000-	0044168072	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72002	02/09/2022	359.20
	1000-70-70200-515670-00000000-	0044168070	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72002	02/09/2022	222.68
	1000-70-70200-515670-00000000-	0044168071	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72002	02/09/2022	258.47
	1000-70-70200-515670-00000000-	0044168077	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72002	02/09/2022	457.18
	1000-74-74200-515670-00000000-	0044201275	UNIFORMS-GIS (BLANKET)	PCard	02/10/2022	157.49
	1000-70-70200-515670-00000000-	0044201277	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	02/11/2022	416.16
	Total Paid by Vendor					**4,491.08**
SEXTON WELDING SUPPLY	1000-55-55300-515340-00000000-	3792231	WELDING SUPPLIES FOR PWS CONSTRUCTION	71866	02/07/2022	393.00
	Total Paid by Vendor					**393.00**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6518	2022 BLANKET PO PAINTING SERVICES	71867	02/03/2022	2,126.73
	1000-14-14300-513010-00000000-	6517	2022 BLANKET PO PAINTING SERVICES	71867	02/03/2022	962.25
	1000-14-14300-513010-00000000-	6520	2022 BLANKET PO PAINTING SERVICES	71867	02/04/2022	962.25
	1000-14-14300-513010-00000000-	6521	2022 BLANKET PO PAINTING SERVICES	71867	02/04/2022	2,886.73
	1000-14-14300-513010-00000000-	6522	2022 BLANKET PO PAINTING SERVICES	71867	02/04/2022	1,762.68
	1000-14-14300-513010-00000000-	6530	2022 BLANKET PO PAINTING SERVICES	72004	02/09/2022	5,975.69
	Total Paid by Vendor					**14,676.33**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	102358	FY22 BLANKET PO/SOLE SOURCE DATA CENTER SERVICES	71868	02/03/2022	5,686.00
	Total Paid by Vendor					**5,686.00**
SIRCHIE ACQUISITION COMPANY LLC	1000-41-41100-515340-00000000-	0523106-IN	DRUG TEST KITS - POLICE STOCK	71869	02/04/2022	964.80
	1000-41-41100-515340-00000000-	0524636-IN	DRUG TEST KITS - POLICE STOCK	71869	02/04/2022	667.80
	Total Paid by Vendor					**1,632.60**

SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52500-513010-00000000-	115640942-001	VARIOUS ITEMS FOR WEST MAINTENANCE - BLANKET	71754	02/01/2022	218.61
	1000-52-52700-513010-00000000-	115829750-001	NON BID SUPPLIES - SOUTH (BLANKET)	71754	02/01/2022	232.49
	1000-52-52300-515340-00000000-	115648792-001	NURSERY ITEMS - CENTRAL	71754	02/01/2022	341.75
	1000-52-52300-515340-00000000-	107766506-001	PINE STRAW ROLLED FOR CROSS COUNTRY	71870	02/07/2022	1,255.38
	1000-52-52300-515340-00000000-	107773373-001	PINE STRAW ROLLED FOR CROSS COUNTRY	71870	02/07/2022	1,255.38
	1000-52-52900-515340-00000000-	116040273-001	PINE & WHEAT STRAW FOR HAYS	72005	02/08/2022	747.50
	1000-52-52300-515340-00000000-	116071396-001	PINE STRAW FOR DOWNTOWN - SPORTS DIVISION	72005	02/08/2022	1,150.00
	1000-52-52600-513010-00000000-	116050557-001	CHEMICALS - NORTH MAINT	72005	02/08/2022	1,843.08
	1000-52-52600-513010-00000000-	116050796-001	CHEMICALS - NORTH MAINT	72005	02/08/2022	1,862.76
	1000-52-52100-515370-00000000-	106270389-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	917.00
	1000-52-52100-515370-00000000-	92520732-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	461.39
	1000-52-52100-515370-00000000-	96937195-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	85.45
	1000-52-52100-515370-00000000-	97273517-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	82.81
	1000-52-52100-515370-00000000-	112274698-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	7.85
	1000-52-52100-515370-00000000-	107771234-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	1,380.25
	1000-52-52100-515370-00000000-	107143241-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	602.58
	1000-52-52100-515370-00000000-	89486882-001	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	230.85
	1000-52-52100-515370-00000000-	106270389-002	INVOICES FOR FY19, FY20 AND FY21	72005	02/09/2022	953.25
	1000-52-52900-515340-00000000-	116040273-003	PINE & WHEAT STRAW FOR HAYS	PCard	02/10/2022	750.00
	Total Paid by Vendor					**14,378.38**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	253271	Payroll Run 1 - Warrant 220206	71908	02/11/2022	475.47
	Total Paid by Vendor					**475.47**
SOLID WASTE DISPOSAL AUTHORITY	1000-50-00000-515340-00000000-	T1004286	BLANKET DISPOSAL OF ANIMAL BODIES	71755	02/02/2022	148.09
	1000-70-70200-515730-00000000-	T1004360	DUMP FEES (BLANKET PO)	71755	02/02/2022	1,118.16
	1000-52-52300-515730-00000000-	T1004101	TIPPING FEES (LITTER CREWS-HPD) (BLANKET)	72006	02/08/2022	265.34
	1000-52-52300-515730-00000000-	T1004279	TIPPING FEES (LITTER CREWS-HPD) (BLANKET)	72006	02/08/2022	369.20
	1000-52-52300-515730-00000000-	T1004193	TIPPING FEES (LITTER CREWS-HPD) (BLANKET)	72006	02/08/2022	240.91
	1000-52-52200-515730-00000000-	T1004373	TIPPING FEES (BLANKET)	72006	02/09/2022	2,272.72
	1000-52-52600-515730-00000000-	T1004370	TIPPING FEES (BLANKET)	72006	02/09/2022	376.63
	1000-52-52700-515730-00000000-	T1004371	TIPPING FEES (BLANKET)	72006	02/09/2022	477.69
	1000-52-52300-515730-00000000-	T1004372	TIPPING FEES (BLANKET)	72006	02/09/2022	520.44
	Total Paid by Vendor					**5,789.18**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	27972	COM TX 012822/27972	71756	02/01/2022	174.29
	1000-15-15100-513030-00000000-	27972	COM TX 012822/27972	71756	02/01/2022	1,062.50
	1000-15-15100-513030-00000000-	27982	COM TX 012822/27982	71756	02/01/2022	170.00
	1000-15-15100-513030-00000000-	27982	COM TX 012822/27982	71756	02/01/2022	209.16
	1000-15-15100-513030-00000000-	27988	COM TX 013122/27988	71873	02/01/2022	234.49
	1000-15-15100-513030-00000000-	27988	COM TX 013122/27988	71873	02/01/2022	765.00
	Total Paid by Vendor					**2,615.44**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	EQP20220000006092	SOUTHERNLINC PTT PHONE ORDER FOR FIRE DEPT.	71876	02/03/2022	9.00
	1000-17-17100-515070-00000000-	EQP20220000006095	SOUTHERNLINC PTT PHONE ORDER FOR FIRE DEPT.	71876	02/03/2022	1,194.15
	1000-17-17100-515070-00000000-	EQP20220000006094	SOUTHERNLINC PTT PHONE ORDER FOR FIRE DEPT.	71876	02/03/2022	252.00
	1000-17-17100-515070-00000000-	EQP20220000006093	SOUTHERNLINC PTT PHONE ORDER FOR FIRE DEPT.	71876	02/03/2022	252.00
	1000-17-17100-515070-00000000-	139299	FY22 BLANKET PO 17-610 SOLE SOURCE O&M LTE SLINC	71876	02/03/2022	16,000.00
	Total Paid by Vendor					**17,707.15**
SOUTHERN LIGHTING AND TRAFFIC	1000-75-75300-515340-00000000-	44995	CONTROLLER REPAIRS	71875	02/03/2022	550.00
	Total Paid by Vendor					**550.00**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2110060165	TIRES	71877	02/07/2022	2,666.96
	1000-00-00000-140101-00000000-	2110060667	TIRES	71877	02/07/2022	2,666.96
	1000-00-00000-140101-00000000-	2110061381	TIRES	PCard	02/10/2022	2,648.48
	Total Paid by Vendor					**7,982.40**
SPHERION STAFFING LLC	1000-53-53200-501010-00000000-	RL2599845	BLANKET PO ,TEMPORARY STAFFING	71878	02/03/2022	514.85
	1000-52-52100-515370-00000000-	RL2581080	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	868.26
	1000-52-52100-515370-00000000-	RL2580519	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	3,029.31
	1000-52-52100-515370-00000000-	RL2580520	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,877.30
	1000-52-52100-515370-00000000-	RL2580515	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,313.03
	1000-52-52100-515370-00000000-	RL2581146	TEMP LABOR (OCT 2021 - MARCH 2021)	71878	02/04/2022	328.44
	1000-52-52100-515370-00000000-	RL2581355	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	559.04
	1000-52-52100-515370-00000000-	RL2586802	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	618.44
	1000-52-52100-515370-00000000-	RL2586205	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,955.94
	1000-52-52100-515370-00000000-	RL2586206	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	786.18
	1000-52-52100-515370-00000000-	RL2586195	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	1,215.94

1000-52-52100-515370-00000000-	RL2586876	TEMP LABOR (OCT 2021 - MARCH 2021)	71878	02/04/2022	384.34
1000-52-52100-515370-00000000-	RL2586204	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	4,080.99
1000-52-52100-515370-00000000-	RL2587075	TEMP LABOR (OCT 2021 - MARCH 2021)	71878	02/04/2022	515.37
1000-52-52100-515370-00000000-	RL2595481	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	1,070.91
1000-52-52100-515370-00000000-	RL2594639	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	4,238.22
1000-52-52100-515370-00000000-	RL2594640	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,816.20
1000-52-52100-515370-00000000-	RL2592286	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	5,125.73
1000-52-52100-515370-00000000-	RL2595512	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	628.92
1000-52-52100-515370-00000000-	RL2592289	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	5,695.23
1000-52-52100-515370-00000000-	RL2593087	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	681.33
1000-52-52100-515370-00000000-	RL2598717	TEMP LABOR (OCT 2021 - MARCH 2021)	71878	02/04/2022	541.57
1000-52-52100-515370-00000000-	RL2598226	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	3,637.27
1000-52-52100-515370-00000000-	RL2598227	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,562.85
1000-52-52100-515370-00000000-	RL2598222	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	2,141.84
1000-52-52100-515370-00000000-	RL2598792	TEMP LABOR (OCT 2021 - MARCH 2021)	71878	02/04/2022	532.84
1000-52-52100-515370-00000000-	RL2598225	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	5,838.50
1000-52-52100-515370-00000000-	RL2598981	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	559.04
1000-52-52100-515370-00000000-	RL2604576	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	955.61
1000-52-52100-515370-00000000-	RL2604111	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	4,318.58
1000-52-52100-515370-00000000-	RL2604112	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	3,775.28
1000-52-52100-515370-00000000-	RL2604108	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	3,813.71
1000-52-52100-515370-00000000-	RL2604646	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	646.39
1000-52-52100-515370-00000000-	RL2604110	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	6,907.65
1000-52-52100-515370-00000000-	RL2604850	TEMP LABOR (OCT 2021 - MARCH 2021)	71879	02/04/2022	681.33
1000-50-00000-515370-00000000-	RL2598221	BLANKET WAGES FOR TEMP EMPLOYEES	71879	02/07/2022	1,472.79
1000-53-53200-501010-00000000-	RL2605685	BLANKET PO ,TEMPORARY STAFFING	71878	02/07/2022	485.78
1000-53-53200-501010-00000000-	RL2611158	BLANKET PO ,TEMPORARY STAFFING	PCard	02/10/2022	453.65
Total Paid by Vendor					**80,628.65**
SPIEGEL & MCDIARMID LLP	1000-18-00000-515372-00000000-	210214776	BLANKET - OUTSIDE LEGAL SERVICES	71758	02/02/2022	411.70
Total Paid by Vendor					**411.70**
STAPLES INC	1000-10-00000-515340-00000000-	3492669012	SHARON KING 308 FOUNTAIN CIR 8TH FL 427-5001	71759	02/01/2022	705.09
1000-42-42100-515340-00000000-	3495913112	FIRE ADMIN/2110 CLINTON AVE/256-427-5262	71759	02/01/2022	526.26
1000-70-70200-515340-00000000-	3498039746	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	71759	02/01/2022	18.62
1000-73-73100-515340-00000000-	3498039747	320 FOUNTAIN CIRCLE HSVAL DANISHA LAMPLEY 4275750	71759	02/01/2022	40.21
1000-70-70200-515340-00000000-	3498039748	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	71759	02/01/2022	221.94
1000-30-30100-515340-00000000-	3498039750	2411 9TH AVE SW, PAT JONES, 256-564-8026	71759	02/01/2022	76.29
1000-30-30200-515340-00000000-	3498039751	2411 9TH AVE. SW, KAREN/DORIANNE-256-564-8026	71759	02/01/2022	208.43
1000-75-75100-515340-00000000-	3498039753	M.MILLS, 2100 CLINTON AVE. 256-427-5563	71760	02/01/2022	12.99
1000-72-00000-515340-00000000-	3498039754	INSPECTION DEPT 320 FOUNTAIN CIR S MIZE 427-5337	71759	02/01/2022	409.83
1000-41-41100-515340-00000000-	3498039756	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	71759	02/01/2022	602.56
1000-41-41100-515340-00000000-	3498039757	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	71759	02/01/2022	249.30
1000-14-14100-515340-00000000-	3498039758	615 WASHINGTON ST 35801 256-427-5663 D STOREY	71760	02/01/2022	19.41
1000-50-00000-515340-00000000-	3498039764	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	71759	02/01/2022	23.79
1000-50-00000-515340-00000000-	3498039765	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	71759	02/01/2022	48.84
1000-42-42100-515340-00000000-	3498039769	2219 HALL AVE/LAVADA MASON/ 256-883-3979	71759	02/01/2022	503.26
1000-30-30400-515340-00000000-	3497084892	2411 9TH AVE. SW, PAUL J., 256-564-8026	71759	02/02/2022	101.77
1000-55-55400-515340-00000000-	3497084890	A. WILSON/4209 E. SCHRIMSHER LN/256-883-3949	71760	02/02/2022	16.99
1000-55-55100-515340-00000000-	3497084889	A. WILSON/4209 E. SCHRIMSHER LN/256-883-3949	71759	02/02/2022	82.04
1000-55-55400-515340-00000000-	3497084889	A. WILSON/4209 E. SCHRIMSHER LN/256-883-3949	71759	02/02/2022	282.53
1000-52-52700-515340-00000000-	3497084888	H SPIER 3242 LEEMAN FERRY RD 256-564-8042	71759	02/02/2022	23.80
1000-30-30600-515340-00000000-	3497084886	2411 9TH AVE. SW, GARY H., 256-564-8026	71759	02/02/2022	82.80
1000-75-75100-515340-00000000-	3497084882	M.MILLS,2100 CLINTON AVE,HSV.AL,256-427-5563	71759	02/02/2022	133.23
1000-75-75300-515340-00000000-	3497084882	M.MILLS,2100 CLINTON AVE,HSV.AL,256-427-5563	71759	02/02/2022	24.26
1000-42-42100-515340-00000000-	3497594829	TRAINING/5635 TRIANA BLVD SW/256-851-4031PUNCHOUT	71760	02/02/2022	(17.86)
1000-43-00000-515340-00000000-	3497594831	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	71759	02/02/2022	(101.88)
1000-30-30200-515340-00000000-	3497594834	2411 9TH AVE. SW, RALPH BATTLE, 256-564-8026	71759	02/02/2022	91.90
1000-51-00000-515340-00000000-	3497594837	BECKY JONES,203 MAPLE HILL DR,2564275730	71759	02/02/2022	52.89
1000-30-30200-515340-00000000-	3497594839	2411 9TH AVE. SW, MIKE T., 256-564-8026	71759	02/02/2022	63.39
1000-73-73100-515340-00000000-	3497594841	320 FOUNTAIN CIRCLE HSVAL DANISHA LAMPLEY 4275750	71759	02/02/2022	51.04
1000-73-73100-515340-00000000-	3497594842	320 FOUNTAIN CIRCLE HSVAL DANISHA LAMPLEY 4275750	71759	02/02/2022	84.90
1000-13-13100-515340-00000000-	3497594843	S HOUSTON/308 FOUNTAIN CIR/4TH FL2564275034	71759	02/02/2022	136.08
1000-73-73100-515340-00000000-	3497594845	320 FOUNTAIN CIRCLE DANISHA LAMPLEY 2564275750	71760	02/02/2022	9.30

	1000-73-73100-515340-00000000-	3497594846	320 FOUNTAIN CIRCLE HSVAL DANISHA LAMPLEY 4275750	71760	02/02/2022	17.34
	1000-52-52100-515340-00000000-	3497594847	E. NORTON - 3242 LEEMAN FERRY 2565648042	71759	02/02/2022	132.63
	1000-16-16100-515340-00000000-	3497594851	308 FOUNTAIN CIRCLE/ASHLEY J./256-427-5241	71759	02/02/2022	78.79
	1000-14-14310-515340-00000000-	3497594852	615 WASHINGTON ST. 35801 256-427-5663	71760	02/02/2022	17.06
	1000-53-53400-515340-00000000-	3497594855	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	71759	02/02/2022	44.22
	1000-52-52100-515340-00000000-	3498039761	E. NORTON - 3242 LEEMAN FERRY RD - 256-427-5405	71880	02/07/2022	11.33
	1000-52-52100-515340-00000000-	3498039763	E. NORTON - 3242 LEEMAN FERRY RD - 256-427-5405	71880	02/07/2022	39.10
	1000-53-53400-515340-00000000-	3497084885	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	71880	02/07/2022	69.88
	1000-53-53400-515340-00000000-	3497594848	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	71880	02/07/2022	87.94
	1000-53-53400-515340-00000000-	3497594849	CREDIT APPLIED TO INV. 3497594848	71880	02/07/2022	(44.22)
	Total Paid by Vendor					**5,238.07**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-240530-00000000-	MTHLY RPT JAN 2022	STATE OF AL CONSTRUCTION IND CRAFT TRNG FEE 01/22	71881	02/08/2022	86,778.00
	Total Paid by Vendor					**86,778.00**
STATE SYSTEMS INC	1000-53-53200-513010-PK1020XX-	147894982	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	72008	02/08/2022	86.50
	1000-53-53200-513010-PK1030XX-	147894982	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	72008	02/08/2022	936.50
	1000-53-53200-513010-PK1040XX-	147894982	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	72008	02/08/2022	106.50
	1000-14-14300-513010-00000000-	147894905	2022 BLANKET FOR REPAIRS	72008	02/08/2022	190.00
	1000-14-14300-515370-00000000-	147892747	2022 BLANKET PO - FIRE SYSTEM SERVICES MONTHLY BI	72008	02/09/2022	12,465.00
	1000-41-41100-515340-00000000-	147895096	ALARM MONITORING BLANKET PO	72008	02/09/2022	214.50
	Total Paid by Vendor					**13,999.00**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU877578-00	PAPER FOR STOCK	71882	02/03/2022	263.80
	1000-12-12500-515340-00000000-	HU877577-00	PAPER FOR STOCK	71882	02/03/2022	139.52
	1000-41-41100-515340-00000000-	HU877004-00	POLICE PAPER STOCK	71882	02/03/2022	698.75
	1000-41-41100-515340-00000000-	HU877003-00	POLICE PAPER STOCK	71882	02/03/2022	139.75
	Total Paid by Vendor					**1,241.82**
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	765	EVERYONE CAN PLAY - RAIN DROP FOR SPLASH PAD	71974	02/09/2022	635.00
	Total Paid by Vendor					**635.00**
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	7521-031584020222	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	PCard	02/10/2022	955.06
	Total Paid by Vendor					**955.06**
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000100890	FY22 BLANKET PO SOLE SOURCE LUKE SERVICES PARKING	71883	02/03/2022	1,800.00
	Total Paid by Vendor					**1,800.00**
TELEDYNE ADVANCED POLLUTION INSTRUMENTATION INC	1000-73-73200-520500-00000000-	S020510109	AMBIENT AIRMONITORING EQUIPMENT	71763	02/01/2022	150.00
	1000-73-73200-520500-00000000-	S020510109	AMBIENT AIRMONITORING EQUIPMENT	71763	02/01/2022	18,423.20
	Total Paid by Vendor					**18,573.20**
TENNESSEE CAPTIONING LLC	1000-10-10200-515370-00000000-	3042	12/2/21 COUNCIL MEETING,12/8/21 PRESS CONF.	72009	02/08/2022	1,991.25
	Total Paid by Vendor					**1,991.25**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	253268	Payroll Run 1 - Warrant 220206	71917	02/11/2022	734.75
	Total Paid by Vendor					**734.75**
THE ROBERTS GROUP INC	1000-52-52900-515340-00000000-	1442716	WATER & WATER COOLER RENTAL (BLANKET)	72010	02/09/2022	26.80
	Total Paid by Vendor					**26.80**
THERM0 ENVIRONMENTAL INSTRUMENTS LLC	1000-73-73200-515340-00000000-	499032	PM 2.5 SOULE SORCE SUPPLIES & SPARE PARTS	71764	02/02/2022	755.71
	Total Paid by Vendor					**755.71**
THOMSON REUTERS - WEST	1000-18-00000-515340-00000000-	845788429	BLANKET - WESTLAW NEXT	72011	02/08/2022	3,433.35
	Total Paid by Vendor					**3,433.35**
TIFFANI C. WASHINGTON	1000-30-30600-515370-00000000-	T.WASHINGTON 121321	BLANKET FOR OFFICIALS FOR VOLLEYBALL-ATHLETICS	71766	02/02/2022	500.00
	Total Paid by Vendor					**500.00**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3899 1ST SESSION	INSTR FOR D.D.C. AA25 CLASS 2/7/22 3899 1ST SESSIO	72012	02/09/2022	120.00
	Total Paid by Vendor					**120.00**
TRAFFIC LOGIX INC	1000-75-75200-515340-00000000-	SIN14568	APPLICATION GUN	71885	02/03/2022	130.00
	Total Paid by Vendor					**130.00**
UNITED RENTALS NORTH AMERICA INC	1000-55-55300-513050-00000000-	199371939-004	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71886	02/07/2022	2,763.00
	1000-55-55300-513050-00000000-	199371939-003	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	71886	02/07/2022	2,763.00
	Total Paid by Vendor					**5,526.00**
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-14-14310-515370-00000000-	B-407242	2022 BLANKET PO PORTALET SERVICES	72014	02/09/2022	265.00
	1000-14-14310-515370-00000000-	B-407241	2022 BLANKET PO PORTALET SERVICES	72014	02/09/2022	290.00
	1000-52-52900-515520-00000000-	B-406260	PORT-O-LET SERVICES (BLANKET)	72014	02/09/2022	175.00
	1000-52-52100-515520-00000000-	B-407239	PORT-O-LET SERVICES (BLANKET)	72014	02/09/2022	175.00
	Total Paid by Vendor					**905.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	253266	Payroll Run 1 - Warrant 220206	71918	02/11/2022	532.10
	Total Paid by Vendor					**532.10**

UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	HPD 3-1-2022	DRONE PROGRAM MANAGEMENT SERVICES-BLANKET PO	71768	02/01/2022	7,900.00
	Total Paid by Vendor					**7,900.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	253276	Payroll Run 1 - Warrant 220206	71906	02/11/2022	500.00
	Total Paid by Vendor					**500.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	253278	Payroll Run 1 - Warrant 220206	71907	02/11/2022	219.28
	Total Paid by Vendor					**219.28**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAXPMT220206	FEDERAL TAX PMT FOR PAY PERIOD ENDING 220206	72020	02/10/2022	148,008.66
	1000-00-00000-210120-00000000-	FEDTAXPMT220206	FEDERAL TAX PMT FOR PAY PERIOD ENDING 220206	72020	02/10/2022	632,864.62
	1000-00-00000-210140-00000000-	FEDTAXPMT220206	FEDERAL TAX PMT FOR PAY PERIOD ENDING 220206	72020	02/10/2022	431,721.40
	Total Paid by Vendor					**1,212,594.68**
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	RENT2/2022	RENT FOR 620 PEARL AVE (BLANKET PO)	71694	01/31/2022	2,150.00
	Total Paid by Vendor					**2,150.00**
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	300153890001 1/23/22	PPE 1/23/22 GROUP VISION PREMIUMS	72015	02/09/2022	10,148.14
	Total Paid by Vendor					**10,148.14**
WAGEWORKS	1000-00-00000-515042-00000000-	INV3369046	FSA MONTHLY ADMINISTRATION FEE JANUARY 2022	PCard	02/10/2022	1,023.00
	Total Paid by Vendor					**1,023.00**
WELLSTONE BEHAVIORAL HEALTH	1000-00-00000-610073-CAPITALP-	CRISIS CENTER	FY22 APPROPIATIONS CAPTIAL BUD ORD 21-867	72016	02/09/2022	200,000.00
	Total Paid by Vendor					**200,000.00**
WHITESBURG ANIMAL HOSPITAL	1000-41-41250-515160-00000000-	408303	POLICE K9 VET CHARGES-BLANKET PO	71891	02/04/2022	460.51
	Total Paid by Vendor					**460.51**
WHITNEY E TILLMAN	1000-18-00000-515372-00000000-	JANUARY 27,2022	BLANKET - OUTSIDE LEGAL SERVICES SUB.PROSECUTOR	71892	02/03/2022	437.50
	Total Paid by Vendor					**437.50**
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	36330	2022 BLANKET PO LAUNDRY REPAIRS	71893	02/03/2022	66.00
	Total Paid by Vendor					**66.00**
WILMER & LEE PA	1000-18-00000-515372-00000000-	22537548	BLANKET- OUTSIDE LEGAL SERVICES	71894	02/03/2022	385.00
	Total Paid by Vendor					**385.00**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S102776896.001	2022 BLANKET PO - TOOLS PURCHASES	71895	02/03/2022	37.27
	1000-14-14300-515610-00000000-	S102780667.001	2022 BLANKET PO - TOOLS PURCHASES	71895	02/03/2022	78.88
	1000-14-14300-513010-00000000-	S102783089.001	2022 BLANKET PO - NONBID ITEMS	71895	02/03/2022	52.76
	1000-14-14300-513010-00000000-	S102783110.001	2022 BLANKET PO - NONBID ITEMS	71895	02/03/2022	187.16
	1000-14-14300-515610-00000000-	S102785006.001	2022 BLANKET PO - TOOLS PURCHASES	72017	02/08/2022	21.72
	1000-14-14300-513010-00000000-	S102789250.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	521.01
	1000-14-14300-513010-00000000-	S102802878.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	9.93
	1000-14-14300-513010-00000000-	S102790037.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	6.73
	1000-14-14300-513010-00000000-	S102781538.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	238.32
	1000-14-14300-513010-00000000-	S102767555.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	585.75
	1000-14-14300-513010-00000000-	S102793756.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	1,131.22
	1000-14-14300-513010-00000000-	S102786704.001	2022 BLANKET PO - NONBID ITEMS	72017	02/08/2022	1,020.80
	1000-14-14300-513010-00000000-	S102798096.001	2022 BLANKET PO - NONBID ITEMS	72017	02/09/2022	86.19
	1000-14-14300-513010-00000000-	S102797569.001	2022 BLANKET PO - NONBID ITEMS	72017	02/09/2022	411.18
	1000-14-14300-513010-00000000-	S102796349.001	2022 BLANKET PO - NONBID ITEMS	72017	02/09/2022	11.47
	Total Paid by Vendor					**4,400.39**
WL HALSEY GROCERY CO	1000-30-30200-515520-00000000-	566658	SNACKS FOR AFTER SCHOOL PROGRAM & CAMP-BRAHAN SPR	PCard	02/10/2022	271.65
	Total Paid by Vendor					**271.65**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18915233	COM TX 012522/18915233	71773	02/01/2022	158.00
	1000-15-15100-513030-00000000-	18915233	COM TX 012522/18915233	71773	02/01/2022	298.20
	1000-15-15100-513030-00000000-	18915233	COM TX 012522/18915233	71773	02/01/2022	300.00
	1000-15-15100-513030-00000000-	18915233	COM TX 012522/18915233	71773	02/01/2022	420.00
	1000-15-15100-513030-00000000-	18915233	COM TX 012522/18915233	71773	02/01/2022	2,038.49
	1000-15-15100-513030-00000000-	18915141	COM TX 013122/18915141	71896	02/01/2022	287.95
	1000-15-15100-513030-00000000-	18915141	COM TX 013122/18915141	71896	02/01/2022	312.00
	1000-15-15100-513030-00000000-	18915141	COM TX 013122/18915141	71896	02/01/2022	436.80
	1000-15-15100-513030-00000000-	18915141	COM TX 013122/18915141	71896	02/01/2022	982.80
	1000-15-15100-513030-00000000-	18915141	COM TX 013122/18915141	71896	02/01/2022	3,215.80
	1000-15-15100-513030-00000000-	18915338	COM TX 013122/18915338	71896	02/01/2022	163.00
	1000-15-15100-513030-00000000-	18915338	COM TX 013122/18915338	71896	02/01/2022	369.00
	1000-15-15100-513030-00000000-	18915338	COM TX 013122/18915338	71896	02/01/2022	516.60
	1000-15-15100-513030-00000000-	18915338	COM TX 013122/18915338	71896	02/01/2022	676.20
	1000-15-15100-513030-00000000-	18915338	COM TX 013122/18915338	71896	02/01/2022	5,868.26
	Total Paid by Vendor					**16,043.10**
WW GRAINGER	1000-14-14300-513010-00000000-	9165997165	JAMES CRAWFORD PARK -WALL HEATERS FOR R/R	71801	02/03/2022	736.06

		1000-14-14300-515610-00000000-	253614	TOOLS PURCHASED TO BE USED ACROSS THE CITY FOR REP	PCard	02/03/2022	182.64
		Total Paid by Vendor					**918.70**
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN1550718	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	71897	02/03/2022	25.00
		1000-17-17100-515250-00000000-	IN1561180	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	72019	02/09/2022	2,808.26
		Total Paid by Vendor					**2,833.26**
	YARBROUGH PARTNERS LLC	1000-70-70200-515460-00000000-	63574	RENT FOR 120 HOLMES AVE. (BLANKET PO)	71697	01/31/2022	3,266.90
		Total Paid by Vendor					**3,266.90**
	Total by Fund 1000						**3,660,860.83**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	176.78
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	529,235.56
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	17.22
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	136,570.53
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	404.88
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	2,027.25
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	380,567.04
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	0.29
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	128,465.31
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	654.28
		Total Paid by Vendor					**1,178,119.14**
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-00000000-	860053255/56 1/1/22	PREM 1/1/22 GROUP LIFE & LONG TERM DISABILITY INS	71821	02/07/2022	42,546.71
		Total Paid by Vendor					**42,546.71**
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1181644-022022	CITY GRP HLTH REINSURANCE FEB. 2022	71839	02/07/2022	93,414.84
		Total Paid by Vendor					**93,414.84**
	Total by Fund 1005						**1,314,080.69**
1010	B&H FOTO & ELECTRONICS CORP	1010-10-00000-515524-00000000-	195917024	S KING 308 FOUNTAIN CIR 8TH FL HSV AL 35801427500	71705	02/02/2022	8,456.40
		Total Paid by Vendor					**8,456.40**
	BSN SPORTS LLC	1010-30-00000-513010-00000000-	915654583	INSTALLING PORTABLE FENCES-METRO SPORTSPLEX	71708	02/02/2022	1,278.00
		Total Paid by Vendor					**1,278.00**
	Total by Fund 1010						**9,734.40**
2000	C & J WELDING INC	2000-54-54160-513030-PT503050-	099636	COM TX 020322/099636	71786	02/04/2022	437.50
		2000-54-54160-513030-PT503050-	099803	COM TX 020322/099803	71786	02/04/2022	245.00
		Total Paid by Vendor					**682.50**
	DUTCH OIL COMPANY INC	2000-54-54160-514010-PT504010-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	30.99
		2000-54-54D10-514010-PT504010-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	686.22
		2000-54-54M10-514010-PT504010-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	1,237.20
		2000-54-54160-514010-PT504010-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	39.39
		2000-54-54D10-514010-PT504010-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	775.22
		2000-54-54M10-514010-PT504010-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	1,461.81
		2000-54-54D10-514010-PT504010-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	765.77
		2000-54-54M10-514010-PT504010-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	1,591.46
		2000-54-54D10-514010-PT504010-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	741.54
		2000-54-54M10-514010-PT504010-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	1,439.89
		2000-54-54D10-514010-PT504010-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	255.54
		2000-54-54M10-514010-PT504010-	CFN-10246	FUELING TRANS DATED 012922	71716	02/02/2022	1,024.00
		2000-54-54160-514010-PT504010-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	68.59
		2000-54-54D10-514010-PT504010-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	896.02
		2000-54-54M10-514010-PT504010-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	1,437.64
		2000-54-54160-514010-PT504010-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	12.98
		2000-54-54D10-514010-PT504010-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	731.40
		2000-54-54M10-514010-PT504010-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	1,387.62
		2000-54-54D10-514010-PT504010-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	754.53
		2000-54-54M10-514010-PT504010-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	1,436.76
		2000-54-54D10-514010-PT504010-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	908.19
		2000-54-54M10-514010-PT504010-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	1,202.94
		2000-54-54D10-514010-PT504010-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	809.27
		2000-54-54M10-514010-PT504010-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	1,370.88
		Total Paid by Vendor					**21,065.85**
	JAMES R HALL	2000-54-54D41-513030-PT503050-	50466	COM TX 013122/50466	71860	02/01/2022	85.00
		2000-54-54D41-513030-PT503050-	52547	COM TX 013122/52547	71860	02/01/2022	85.00
		2000-54-54D41-513030-PT503050-	52565	COM TX 013122/52565	71860	02/01/2022	85.00
		2000-54-54M41-513030-PT503050-	52648	COM TX 013122/52648	71860	02/01/2022	145.00
		2000-54-54D41-513030-PT503050-	52667	COM TX 013122/52667	71860	02/01/2022	85.00

	2000-54-54D41-513030-PT503050-	53063	COM TX 013122/53063	71860	02/01/2022	68.00
	2000-54-54D41-513030-PT503050-	53063	COM TX 013122/53063	71860	02/01/2022	85.00
	2000-54-54D41-513030-PT503050-	53073	COM TX 013122/53073	71860	02/01/2022	85.00
	2000-54-54D41-513030-PT503050-	53075	COM TX 013122/53075	71860	02/01/2022	85.00
	2000-54-54D41-513030-PT503050-	53085	COM TX 013122/53085	71860	02/01/2022	85.00
	2000-54-54D41-513030-PT503050-	53275	COM TX 013122/53275	71860	02/01/2022	40.00
	2000-54-54D41-513030-PT503050-	53275	COM TX 013122/53275	71860	02/01/2022	85.00
	2000-54-54M41-513030-PT503050-	55299	COM TX 013122/55299	71860	02/01/2022	145.00
	2000-54-54M41-513030-PT503050-	55299	COM TX 013122/55299	71860	02/01/2022	243.00
	Total Paid by Vendor					**1,406.00**
KELLYS TIRE SERVICE	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	4.00
	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	30.00
	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	99.95
	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	171.28
	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	190.00
	2000-54-54M10-515580-PT504020-	197298	COM TX 012522/197298	71725	02/01/2022	262.28
	2000-54-54D10-515580-PT504020-	197817	COM TX 012522/197817	71725	02/01/2022	6.00
	2000-54-54D10-515580-PT504020-	197817	COM TX 012522/197817	71725	02/01/2022	28.00
	2000-54-54D10-515580-PT504020-	197817	COM TX 012522/197817	71725	02/01/2022	95.00
	2000-54-54D10-515580-PT504020-	197817	COM TX 012522/197817	71725	02/01/2022	388.51
	2000-54-54D10-515580-PT504020-	197818	COM TX 012522/197818	71725	02/01/2022	34.00
	2000-54-54D10-515580-PT504020-	197818	COM TX 012522/197818	71725	02/01/2022	388.51
	2000-54-54M10-515580-PT504020-	197819	COM TX 012522/197819	71725	02/01/2022	8.00
	2000-54-54M10-515580-PT504020-	197819	COM TX 012522/197819	71725	02/01/2022	110.00
	2000-54-54M10-515580-PT504020-	197819	COM TX 012522/197819	71725	02/01/2022	524.56
	2000-54-54M10-515580-PT504020-	197820	COM TX 012522/197820	71725	02/01/2022	25.00
	2000-54-54M10-515580-PT504020-	197821	COM TX 012522/197821	71725	02/01/2022	4.00
	2000-54-54M10-515580-PT504020-	197821	COM TX 012522/197821	71725	02/01/2022	10.00
	2000-54-54M10-515580-PT504020-	197821	COM TX 012522/197821	71725	02/01/2022	30.00
	2000-54-54M10-515580-PT504020-	197821	COM TX 012522/197821	71725	02/01/2022	99.95
	2000-54-54M10-515580-PT504020-	197821	COM TX 012522/197821	71725	02/01/2022	262.28
	2000-54-54D10-515580-PT504020-	197822	COM TX 012522/197822	71725	02/01/2022	12.00
	2000-54-54D10-515580-PT504020-	197822	COM TX 012522/197822	71725	02/01/2022	56.00
	2000-54-54D10-515580-PT504020-	197822	COM TX 012522/197822	71725	02/01/2022	831.66
	Total Paid by Vendor					**3,670.98**
M & H FIRE AND SAFETY EQUIPMENT INC	2000-54-54D41-513030-PT503050-	14192221	M & H FIRE AND SAFETY EQUIPMENT INC. ANNUAL INSP	71822	02/07/2022	180.38
	2000-54-54M41-513030-PT503050-	14192221	M & H FIRE AND SAFETY EQUIPMENT INC. ANNUAL INSP	71822	02/07/2022	57.87
	Total Paid by Vendor					**238.25**
MADISON COUNTY AUTO PARTS INC	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	5.28
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	6.57
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	20.00
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	51.54
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	52.08
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	78.62
	2000-54-54160-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	158.76
	2000-54-54D41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	225.00
	2000-54-54D41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	791.55
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	6.06
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	6.93
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	10.97
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	17.98
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	35.61
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	54.77
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	67.76
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	136.61
	2000-54-54M41-513030-PT503050-	230962	NAPA TRX DATE 012722	71729	02/01/2022	776.40
	2000-54-54160-513030-PT503050-	230964	NAPARETURNTRAN 012722	71729	02/01/2022	(20.00)
	2000-54-54D41-513030-PT503050-	230964	NAPARETURNTRAN 012722	71729	02/01/2022	(225.00)
	2000-54-54160-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	4.75
	2000-54-54160-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	6.28
	2000-54-54160-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	21.52
	2000-54-54D41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	3.09

2000-54-54D41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	3.14
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	0.58
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	1.12
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	2.75
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	5.30
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	5.50
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	10.97
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	12.01
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	35.00
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	35.61
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	38.22
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	54.77
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	67.76
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	74.25
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	81.91
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	84.41
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	106.60
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	136.61
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	159.38
2000-54-54M41-513030-PT503050-	230910	NAPA TRX DATE 012622	71729	02/01/2022	268.66
2000-54-54160-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	4.75
2000-54-54160-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	5.29
2000-54-54160-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	23.04
2000-54-54D41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	77.20
2000-54-54M41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	10.97
2000-54-54M41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	34.33
2000-54-54M41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	35.61
2000-54-54M41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	54.77
2000-54-54M41-513030-PT503050-	230867	NAPA TRX DATE 012522	71729	02/01/2022	73.96
2000-54-54D41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	27.82
2000-54-54D41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	103.38
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	9.66
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	37.27
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	45.00
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	95.20
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	95.60
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	110.17
2000-54-54M41-513030-PT503050-	231055	NAPA TRX DATE 013122	71729	02/02/2022	111.84
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	3.32
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	6.01
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	7.76
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	9.27
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	12.68
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	15.84
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	17.03
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	31.16
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	60.88
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	85.00
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	90.78
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	105.36
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	109.23
2000-54-54M41-513030-PT503050-	231112	NAPA TRX DATE 020122	71823	02/04/2022	145.24
2000-54-54D41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	3.09
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	6.34
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	10.97
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	31.68
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	34.33
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	35.61
2000-54-54M41-513030-PT503050-	231155	NAPA TRX DATE 020222	71823	02/04/2022	54.77
2000-54-54160-515340-PT504990-	231124	BLANKET PO SUPPLIES FOR PUBLIC TRANSIT	71823	02/07/2022	539.97
2000-54-54D41-515340-PT504990-	231122	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71823	02/07/2022	111.84
2000-54-54M41-515340-PT504990-	231122	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	71823	02/07/2022	111.84

		2000-54-54D41-515340-PT504990-	231123	OILS FOR PUBLIC TRANSIT (BLANKET)	71823	02/07/2022	50.16
		Total Paid by Vendor					**6,123.70**
	PCARD PAYMENTS	2000-54-5416D-515340-PT504990-	252863	AMZN Mktp US CLOROX DISINFECTANT CLEANER FOR ADMIN	PCard	01/31/2022	41.80
		2000-54-5416M-515340-PT504990-	252863	AMZN Mktp US CLOROX DISINFECTANT CLEANER FOR ADMIN	PCard	01/31/2022	41.80
		Total Paid by Vendor					**83.60**
	STAPLES INC	2000-54-5416D-513040-PT504990-	3497084894	STAPLES (PUNCH OUT)	71759	02/02/2022	37.45
		2000-54-5416M-513040-PT504990-	3497084894	STAPLES (PUNCH OUT)	71759	02/02/2022	37.43
		Total Paid by Vendor					**74.88**
	WOODY ANDERSON FORD INC	2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	3.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	4.20
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	5.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	8.40
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	12.58
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	14.12
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	15.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	16.80
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	21.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	21.19
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	25.20
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	27.90
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	30.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	31.39
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	33.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	42.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	46.20
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	63.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	65.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	66.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	71.40
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	78.86
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	84.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	92.40
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	102.93
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	117.60
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	118.61
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	126.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	219.94
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	252.00
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	288.50
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	463.81
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	724.05
		2000-54-54D41-513030-PT503050-	18914990/2	COM TX 012722/18914990/2	71773	02/01/2022	1,250.00
		Total Paid by Vendor					**4,541.08**
	Total by Fund 2000						**37,886.84**
2100	ACCELERATED RISK MANAGEMENT LLC	2100-70-70300-523000-00000000-00128	2201113	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	71921	02/09/2022	225.00
		2100-70-70300-523000-00000000-00128	2201112	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	71921	02/09/2022	225.00
		2100-70-70300-523000-00000000-00128	2201111	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	71921	02/09/2022	225.00
		2100-70-70300-523000-00000000-00128	2201110	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	71921	02/09/2022	225.00
		2100-70-70300-523000-00000000-00128	2201114	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	71921	02/09/2022	225.00
		Total Paid by Vendor					**1,125.00**
	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	2100-70-70100-515340-00000000-00128	9008291275	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71678	01/31/2022	177.19
		2100-70-70200-515340-00000000-00128	9008291275	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71678	01/31/2022	177.19
		2100-70-70300-515340-00000000-00128	9008291275	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	71678	01/31/2022	177.19
		Total Paid by Vendor					**531.57**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00128	LOANS01/2022	SERVICING FEE PER LOANS (BLANKET PO)	71738	02/02/2022	462.50
		2100-70-70300-515370-00000000-00128	1098STMTS2021	ANNUAL PREP OF 1098 STATEMENTS FOR 2021	71738	02/02/2022	450.00
		Total Paid by Vendor					**912.50**
	ROCKET CITY RENTAL LLC	2100-70-70300-523000-00000000-00128	463212	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	72000	02/09/2022	24.90
		2100-70-70300-523000-00000000-00128	464191	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	72000	02/09/2022	279.60
		2100-70-70300-523000-00000000-00128	463405	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	72000	02/09/2022	279.60
		Total Paid by Vendor					**584.10**
	STAPLES INC	2100-70-70100-515340-PN200015-	3498039746	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	71759	02/01/2022	126.56

		2100-70-70100-515340-PN200015-	3498039748	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	71759	02/01/2022	195.92
		Total Paid by Vendor					**322.48**
	WILSON LUMBER COMPANY	2100-70-70300-523000-00000000-00128	711809	MATERIALS FOR DMP PROJECTS (BLANKET PO)	71772	02/03/2022	38.71
		Total Paid by Vendor					**38.71**
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-00000000-00128	63574	RENT FOR 120 HOLMES AVE. (BLANKET PO)	71697	01/31/2022	3,266.90
		2100-70-70300-515460-00000000-00128	63574	RENT FOR 120 HOLMES AVE. (BLANKET PO)	71697	01/31/2022	2,800.20
		Total Paid by Vendor					**6,067.10**
	Total by Fund 2100						**9,581.46**
2101	DISABLED AMERICAN VETERANS	2101-70-70100-515370-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71661	01/31/2022	874.10
		2101-70-70100-515520-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71661	01/31/2022	4,395.58
		Total Paid by Vendor					**5,269.68**
	FIRST STOP INC	2101-70-70100-515370-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71663	01/31/2022	34,369.84
		2101-70-70100-515520-00000000-00119	REQ1CDBGCV	REIMBURSE EXPENSE FOR REQUEST #1	71952	02/09/2022	3,773.26
		Total Paid by Vendor					**38,143.10**
	HUNTSVILLE ASSISTANCE PROGRAM	2101-70-70100-515370-00000000-00122	REQ11ADMIN	OUTSIDE PROFESSIONAL SERVICES REQUEST #11	71969	02/09/2022	7,506.00
		Total Paid by Vendor					**7,506.00**
	NEW FUTURES INC	2101-70-70100-515340-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71682	01/31/2022	15,488.88
		2101-70-70100-515340-00000000-00130	REQ12HESGCV20	REIMBURSE EXPENSE REQUEST NO 12	71981	02/09/2022	8,320.02
		Total Paid by Vendor					**23,808.90**
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2101-70-70100-515370-00000000-00130	REQ12HESGCV20	REIMBURSE EXPENSE REQUEST NO 12	71683	01/31/2022	30,422.10
		2101-70-70100-515520-00000000-00119	REQ4CDBGCV	EXPENSE REQUEST #4	71982	02/09/2022	20,651.17
		Total Paid by Vendor					**51,073.27**
	RIAH ROSE HOME FOR CHILDREN	2101-70-70100-515340-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71687	01/31/2022	3,424.50
		Total Paid by Vendor					**3,424.50**
	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2604264	TEMP EMPLOYEES (BLANKET PO)	71757	02/03/2022	1,130.90
		Total Paid by Vendor					**1,130.90**
	WELLSTONE BEHAVIORAL HEALTH	2101-70-70100-515370-00000000-00130	REQ11HESGCV20	REIMBURSE EXPENSE REQUEST NO 11	71696	01/31/2022	2,215.72
		Total Paid by Vendor					**2,215.72**
	Total by Fund 2101						**132,572.07**
3020	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0023519-IN	CECIL ASHBURN S. BOUND N OF AVALON DRI	71700	02/02/2022	3,600.00
		3020-55-00000-516010-00000000-	0023520-IN	GUARDRAIL END ANCHOR TYPE 20	71700	02/02/2022	3,600.00
		3020-55-00000-516010-00000000-	0023518-IN	STEEL BEAM GUARDRAIL CLASS A	71700	02/02/2022	1,750.00
		Total Paid by Vendor					**8,950.00**
	COMMERCIAL FLOORING SERVICES	3020-14-00000-523033-00000000-	I-6426	FLOORING- HEALTH & WELLNESS RENO	71941	02/08/2022	5,839.00
		Total Paid by Vendor					**5,839.00**
	EVANS & EVANS LAWYERS LLC	3020-71-00000-524003-00000000-	6898	DAVID AND BRENDA PAGE TRACT NO 3A	71951	02/08/2022	655.00
		3020-71-00000-524003-00000000-	6899	DAVID AND BRENDA PAGE TRACT NO 3B	71951	02/08/2022	497.50
		Total Paid by Vendor					**1,152.50**
	GRAYBAR ELECTRIC COMPANY	3020-14-00000-521002-00000000-	9324257572	BIG SPRING PARK LIGHTING ART	71669	01/31/2022	11,238.94
		3020-75-00000-529000-00000000-	9325105051	ITEMS FOR PROJECT	71719	02/02/2022	1,198.46
		3020-14-00000-521002-00000000-	9324606997	BIG SPRING PARK LIGHTING ART	71961	02/09/2022	2,329.02
		3020-14-00000-521002-00000000-	9324017581	BIG SPRING PARK LIGHTING ART	71961	02/09/2022	4,285.00
		Total Paid by Vendor					**19,051.42**
	J C CHEEK CONTRACTORS INC	3020-00-00000-220400-00000000-	AL-5056	21857-JOHN HUNT STRIPING-FINAL RETAINAGE	PCard	02/11/2022	374.18
		3020-00-00000-220400-00000000-	AL-5057	21857-CHURCH STREET-FINAL RETAINAGE	PCard	02/11/2022	1,310.95
		Total Paid by Vendor					**1,685.13**
	JAKE MARSHALL SERVICE INC	3020-75-00000-529000-00000000-	HUNTSVILLE-434087	DOOR ACCESS SYSTEM	71724	02/02/2022	3,001.60
		Total Paid by Vendor					**3,001.60**
	JAMES MONAGHAN	3020-14-00000-513010-PR8610XX-	4872	CITY CLINIC- INSTALL CABINETRY & COUNTERS 153483	90000154	02/08/2022	8,230.00
		Total Paid by Vendor					**8,230.00**
	JAMES R HALL	3020-55-00000-516020-00000000-	51488	ROADSIDE TOWING FOR RESURFACING	71857	02/07/2022	35.00
		3020-55-00000-516020-00000000-	50838	ROADSIDE TOWING FOR RESURFACING	71857	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53777	ROADSIDE TOWING FOR RESURFACING	71857	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52745	ROADSIDE TOWING FOR RESURFACING	71857	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52482	ROADSIDE TOWING FOR RESURFACING	71857	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53861	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53862	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53860	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53863	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52848	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	53910	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52358	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00

		3020-55-00000-516020-00000000-	52356	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52357	ROADSIDE TOWING FOR RESURFACING	71858	02/07/2022	35.00
		3020-55-00000-516020-00000000-	52830	ROADSIDE TOWING FOR RESURFACING	71856	02/07/2022	35.00
		Total Paid by Vendor					**525.00**
	OMI INC	3020-71-00000-524000-PR8143XX-	22482	MARTIN RD WIDENING NPDES SVCS	71837	02/08/2022	300.00
		Total Paid by Vendor					**300.00**
	PARK SUPPLY COMPANY INC	3020-14-00000-523033-00000000-	S2107570.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/09/2022	439.75
		3020-14-00000-523033-00000000-	S2107571.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	71985	02/09/2022	165.00
		Total Paid by Vendor					**604.75**
	PCARD PAYMENTS	3020-75-00000-529000-00000000-	253611	ITEMS FOR WYNN/BRADFORD SIGNAL CONSTRUCTION	PCard	02/02/2022	51.91
		3020-75-00000-529000-00000000-	253623	ITEMS FOR WYNN/BRADFORD SIGNAL CONSTRUCTION	PCard	02/03/2022	20.47
		Total Paid by Vendor					**72.38**
	PINNACLE NETWORX LLC	3020-75-00000-529001-00000000-	15221	QUOTE PNXQ17593 TRAFFICE ENGINEERING M. MILLS	71988	02/09/2022	2,101.20
		Total Paid by Vendor					**2,101.20**
	ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203000978	FY22 ASPHALT BLANKET--MAINTENANCE	71862	02/04/2022	1,842.60
		3020-55-00000-516010-00000000-	0203001043	FY22 ASPHALT BLANKET--MAINTENANCE	71862	02/04/2022	722.76
		Total Paid by Vendor					**2,565.36**
	SCHOEL ENGINEERING COMPANY INC	3020-14-00000-513011-00000000-	523147	ENGINEERING SERVICES-BURRITT A	71750	02/01/2022	636.00
		3020-14-00000-513011-00000000-	523373	ENGINEERING SERVICES-BURRITT A	71750	02/01/2022	7,211.20
		3020-14-00000-521017-00000000-	523400	ENGINEERING SERVICES- SANDRA MOON PLAYGROUND	71750	02/02/2022	2,340.00
		3020-14-00000-521010-00000000-	523420	ENGINEERING SERVICES-HAYSLAND RD PARK	71750	02/02/2022	2,492.50
		Total Paid by Vendor					**12,679.70**
	SHATTUCK PAINTING	3020-14-00000-523033-00000000-	6513	PAINTING - HEALTH & WELLNESS RENO	71867	02/03/2022	6,367.57
		Total Paid by Vendor					**6,367.57**
	TEMPLE INC	3020-75-00000-529001-00000000-	INV0215817	CONFLICT MONITORS	71884	02/03/2022	3,430.00
		Total Paid by Vendor					**3,430.00**
	THE ROBINS & MORTON GROUP	3020-00-00000-220400-00000000-	APPL #6 FINAL RET	20550-PELHAM STREET PARK-FINAL RET	71747	02/01/2022	16,552.78
		Total Paid by Vendor					**16,552.78**
	VETTED SECURITY SOLUTIONS LLC	3020-75-00000-529001-00000000-	21543	PTZ CAMERAS - SOLE SOURCE	71888	02/03/2022	10,247.85
		Total Paid by Vendor					**10,247.85**
	VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	51098112	FY22 ROCK BLANKET--MAINTENANCE	71890	02/03/2022	250.11
		3020-55-00000-516010-00000000-	51098111	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71890	02/07/2022	4,089.38
		3020-55-00000-516040-00000000-	51097655	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71890	02/07/2022	382.19
		3020-55-00000-516010-00000000-	51101136	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71890	02/07/2022	0.01
		3020-55-00000-516010-00000000-	51101136	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71890	02/07/2022	846.65
		3020-55-00000-516040-00000000-	51101137	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	71890	02/07/2022	595.88
		Total Paid by Vendor					**6,164.22**
	Total by Fund 3020						**109,520.46**
3050	MUSCO CORPORATION	3050-14-00000-521015-00000000-	359983	LED LIGHTING - JHP SOCCER FIELDS PHASE I	71832	02/04/2022	755,000.00
		Total Paid by Vendor					**755,000.00**
	Total by Fund 3050						**755,000.00**
3060	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	2021 RUNNING LANE	LODGING: 2021 RUNNING LANE CROSS COUNTRY ORD 22-55	71721	02/01/2022	20,331.66
		Total Paid by Vendor					**20,331.66**
	Total by Fund 3060						**20,331.66**
3080	FASTENAL COMPANY	3080-71-00000-524023-00000000-	ALMAD229187	CONCRETE SCREWS FOR ZEIRDT,MARTIN & MAD.BLVD	PCard	02/10/2022	276.00
		Total Paid by Vendor					**276.00**
	GEO SOLUTIONS LLC	3080-71-00000-524037-00000000-	36910	GREENBRIER PKWY PHASE IVB CMT	71799	02/08/2022	3,780.00
		Total Paid by Vendor					**3,780.00**
	HUNTSVILLE UTILITIES	3080-71-00000-524027-00000000-	ATC SANDERSON RD EXT	MIDCITY-SANDERSON ROADWY EXTENSION ATC-ELECTRIC	71804	02/08/2022	31,435.00
		Total Paid by Vendor					**31,435.00**
	JAMES MARTIN SELLERS	3080-71-00000-530000-00000000-	5265	CUSTOM PHOTO FLIGHT	72001	02/08/2022	150.00
		3080-71-00000-530000-00000000-	5265	CUSTOM PHOTO FLIGHT	72001	02/08/2022	200.00
		3080-71-00000-530000-00000000-	5265	CUSTOM PHOTO FLIGHT	72001	02/08/2022	300.00
		3080-71-00000-530000-00000000-	5291	CUSTOM PHOTO FLIGHT	72001	02/08/2022	600.00
		Total Paid by Vendor					**1,250.00**
	MADISON COUNTY TAX COLLECTOR	3080-71-00000-524000-PR8114XX-	PIN 1958	PROP TAX: BOB WADE LN/DANIEL W OREILLY N. BYPASS	71824	02/03/2022	2,929.88
		Total Paid by Vendor					**2,929.88**
	NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-524037-00000000-	92151007	GREENBRIER PRKWY PH III UT REL	71834	02/08/2022	86,032.51
		Total Paid by Vendor					**86,032.51**
	OMI INC	3080-71-00000-527000-BUDGET01-	22483	SANDERSON RD BOX CULVERT CMT S	71837	02/08/2022	300.00
		3080-71-00000-530000-00000000-	22477	SUBSURFACE EXPLORATION FOR PRO	71837	02/08/2022	95,003.45

		3080-71-00000-524027-00000000-	22358	MIDCITY SANDERSON RD EXT	71837	02/08/2022	7,490.00
		Total Paid by Vendor					**102,793.45**
	ROGERS GROUP INC	3080-71-00000-524000-BUDGET01-	APPL #2	GUNTER'S WAY	71863	02/08/2022	297,718.42
		Total Paid by Vendor					**297,718.42**
	VOLKERT INC	3080-71-00000-524066-00000000-	00601006	ARSENAL EAST CONNECTOR PEL & C	71889	02/08/2022	9,243.00
		Total Paid by Vendor					**9,243.00**
	Total by Fund 3080						**535,458.26**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	146-51150-00-012622	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	4,268.54
		3310-71-00000-515550-00000000-	146-02400-00-012622	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	1,090.65
		3310-71-00000-515550-00000000-	146-51155-00-012622	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	265.29
		3310-71-00000-515550-00000000-	136-65650-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	35.62
		3310-71-00000-515550-00000000-	136-36500-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	16.80
		3310-71-00000-515550-00000000-	136-34530-00-012622	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	50.73
		3310-71-00000-515550-00000000-	136-56300-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	14.85
		3310-71-00000-515550-00000000-	136-16800-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	84.91
		3310-71-00000-515550-00000000-	136-16900-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	84.91
		3310-71-00000-515550-00000000-	136-16650-00-012522	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	84.80
		3310-71-00000-515550-00000000-	146-43510-00-012622	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	71929	02/09/2022	32.48
		Total Paid by Vendor					**6,029.58**
	Total by Fund 3310						**6,029.58**
3420	REDEMPTION AUTOSPORTS & ACCESSORIES	3420-41-00000-515520-00000000-	73	STAC VEHICLE REPAIR-BLANKET PO	71847	02/04/2022	1,095.00
		Total Paid by Vendor					**1,095.00**
	Total by Fund 3420						**1,095.00**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-347595	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	PCard	02/10/2022	70.99
		3430-41-00000-515520-00000000-	00019-347547	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	PCard	02/10/2022	81.99
		Total Paid by Vendor					**152.98**
	FLEET FUELING	3430-41-00000-515520-00000000-	77880094	STAC FUEL CHARGES - BLANKET PO	71718	02/02/2022	59.80
		Total Paid by Vendor					**59.80**
	GOODYEAR SERVICE STORES	3430-41-00000-515520-00000000-	253454	STAC VEHICLE REPAIR BLANKET PO	71668	01/31/2022	200.02
		3430-41-00000-515520-00000000-	252607	STAC VEHICLE REPAIR BLANKET PO	PCard	02/10/2022	355.73
		3430-41-00000-515520-00000000-	253172	STAC VEHICLE REPAIR BLANKET PO	PCard	02/10/2022	135.38
		3430-41-00000-515520-00000000-	253184	STAC VEHICLE REPAIR BLANKET PO	PCard	02/10/2022	115.90
		Total Paid by Vendor					**807.03**
	JAMES R HALL	3430-41-00000-515520-00000000-	52950	STAC VEHICLE TOWING	71851	02/04/2022	35.00
		3430-41-00000-515520-00000000-	53764	STAC VEHICLE TOWING	71851	02/04/2022	35.00
		Total Paid by Vendor					**70.00**
	PRESTIGE AUTOMOTIVE	3430-41-00000-515520-00000000-	5306	STAC VEHICLE REPAIR BLANKET PO	71842	02/03/2022	724.50
		Total Paid by Vendor					**724.50**
	Total by Fund 3430						**1,814.31**
3560	JAMES MONAGHAN	3560-51-00000-523000-00000000-	4865	DEMO AND RENOVATION OF CEMETERY OFFICE	90000154	02/09/2022	12,150.00
		Total Paid by Vendor					**12,150.00**
	SHARP COMMUNICATION INC.	3560-51-00000-515340-00000000-	INV4050000099	FOR SECURITY SYSTEM/CAMERS AT MAPLE HILL	72003	02/09/2022	11,103.90
		Total Paid by Vendor					**11,103.90**
	SPECTRUM SOLUTIONS INC	3560-51-00000-523000-00000000-	7059	DATA CABLING INSTALLATION FOR OFFICE RENOVATION	72007	02/09/2022	4,915.12
		Total Paid by Vendor					**4,915.12**
	Total by Fund 3560						**28,169.02**
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	125351	CUMMINGS RESEARCH PARK ANNUALS (BLANKET)	71923	02/09/2022	398.50
		3700-71-00000-515370-00000000-	127338	CUMMINGS RESEARCH PARK ANNUALS (BLANKET)	PCard	02/10/2022	398.50
		Total Paid by Vendor					**797.00**
	TEMPLE INC	3700-71-00000-516010-00000000-	INV0215807	SIGNAL EQUIPMENT FOR BRADFORD/WYNN	71884	02/03/2022	7,389.00
		Total Paid by Vendor					**7,389.00**
	Total by Fund 3700						**8,186.00**
3900	AT&T	3900-44-00000-515070-00000000-	287274548311 1/22	FY22 BLANKET PO ATT MOBILITY CRADLEPOINT FOR EMA	71782	02/04/2022	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	35.07
		3900-44-00000-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	25.20
		3900-44-00000-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	34.43
		Total Paid by Vendor					**94.70**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	311010010114-020422	SERVICE CHARGES	71971	02/08/2022	976.64
		Total Paid by Vendor					**976.64**
	Total by Fund 3900						**1,111.33**
4010	SJ&L GENERAL CONTRACTOR LLC	4010-71-00000-524037-00000000-	APPL #10	GREENBRIER PARKWAY PH IVB PART	71871	02/08/2022	489,677.93

		Total Paid by Vendor					**489,677.93**
	Total by Fund 4010						**489,677.93**
4011	OMI INC	4011-14-00000-522014-00000000-	22454	ENGINEERING SERVICES- MIDCITY	71734	02/01/2022	2,792.10
		Total Paid by Vendor					**2,792.10**
	Total by Fund 4011						**2,792.10**
4012	GRAYBAR ELECTRIC COMPANY	4012-14-00000-527003-00000000-	9324188694	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71669	01/31/2022	425.02
		4012-14-00000-527003-00000000-	9324280457	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71669	01/31/2022	38,808.00
		4012-14-00000-527003-00000000-	9323939786	LOT LIGHTING/ LABOR EQUIPMENT - JOE DAVIS RENO	71669	01/31/2022	95.70
		Total Paid by Vendor					**39,328.72**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	4012-14-00000-527003-00000000-	115515709-001	PIPE- JOE DAVIS STADIUM RENO	72005	02/09/2022	11,581.26
		Total Paid by Vendor					**11,581.26**
	Total by Fund 4012						**50,909.98**
4014	GKL COMPANIES INC	4014-00-00000-523039-00000000-	FINAL BILLING	VBC ARENA REFOOFING PROJECT	71667	01/31/2022	36,450.00
		Total Paid by Vendor					**36,450.00**
	Total by Fund 4014						**36,450.00**
6000	APPLIED INDUSTRIAL TECHNOLOGIES	6000-76-76200-515340-00000000-	7022994573	PL 2, 4, 5 & 6 CAULK WEIRS	71925	02/08/2022	2,135.00
		6000-76-76250-513040-00000000-	7023432854	PT 5	PCard	02/10/2022	248.30
		Total Paid by Vendor					**2,383.30**
	AT&T	6000-76-76100-515070-00000000-	2565345657 02/22	CMOM DATA FLOW LINES (BLANKET)	71928	02/09/2022	237.65
		Total Paid by Vendor					**237.65**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	116-32200-01-012122	LIFT STATION UTILITIES (BLANKET)	71704	02/01/2022	307.81
		6000-76-76370-515700-00000000-	108-08250-01-012022	LIFT STATION UTILITIES (BLANKET)	71703	02/01/2022	3,840.14
		6000-76-76370-515700-00000000-	108-26005-01-012022	LIFT STATION UTILITIES (BLANKET)	71704	02/01/2022	60.87
		6000-76-76370-515700-00000000-	136-16500-01012522	LIFT STATION UTILITIES (BLANKET)	71783	02/04/2022	2,987.97
		6000-76-76370-515700-00000000-	144-31850-00-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	165.02
		6000-76-76370-515700-00000000-	142-67390-01-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	582.42
		6000-76-76370-515700-00000000-	146-02493-00-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	11,658.57
		6000-76-76370-515700-00000000-	144-00199-00-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	58.28
		6000-76-76370-515700-00000000-	144-00060-00-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	45.60
		6000-76-76370-515700-00000000-	146-02460-01-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	724.74
		6000-76-76370-515700-00000000-	142-69995-01-012722	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	483.56
		6000-76-76370-515700-00000000-	144-29008-00-012622	LIFT STATION UTILITIES (BLANKET)	71929	02/09/2022	114.07
		Total Paid by Vendor					**21,029.05**
	CINTAS	6000-76-76300-515340-00000000-	4106790889	LAUNDRY RENTAL JANUARY 2022	71711	02/02/2022	15.57
		6000-76-76300-515340-00000000-	4106662437	LAUNDRY RENTAL JANUARY 2022	71711	02/02/2022	12.47
		6000-76-76300-515340-00000000-	4106790966	LAUNDRY RENTAL JANUARY 2022	71711	02/02/2022	35.37
		6000-76-76300-515340-00000000-	4106790965	LAUNDRY RENTAL JANUARY 2022	71711	02/02/2022	41.57
		6000-76-76100-515670-00000000-	4100521154	WPC UNIFORMS JANUARY 2022 (BLANKET)	71711	02/02/2022	118.39
		6000-76-76100-515670-00000000-	4099882017	WPC UNIFORMS JANUARY 2022 (BLANKET)	71711	02/02/2022	118.39
		6000-76-76100-515670-00000000-	4108822330	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	1,120.36
		6000-76-76100-515670-00000000-	4108709577	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	106.79
		6000-76-76100-515670-00000000-	4108820689	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	80.60
		6000-76-76100-515670-00000000-	4108820769	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	20.42
		6000-76-76100-515670-00000000-	4108544848	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	70.28
		6000-76-76100-515670-00000000-	4108527961	WPC UNIFORMS JANUARY 2022 (BLANKET)	71938	02/09/2022	55.80
		6000-76-76300-515340-00000000-	4108820778	LAUNDRY RENTAL JANUARY 2022	71938	02/09/2022	15.57
		6000-76-76300-515340-00000000-	4108709673	LAUNDRY RENTAL JANUARY 2022	71938	02/09/2022	12.47
		6000-76-76300-515340-00000000-	4108820511	LAUNDRY RENTAL JANUARY 2022	71938	02/09/2022	41.57
		6000-76-76300-515340-00000000-	4108820545	LAUNDRY RENTAL JANUARY 2022	71938	02/09/2022	35.37
		Total Paid by Vendor					**1,900.99**
	DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	21525	PEST CONTROL SVCS BLANKET (OCT 2021-SEPT 2022)	PCard	02/10/2022	190.00
		6000-76-76100-515370-00000000-	20786	PEST CONTROL SVCS BLANKET (OCT 2021-SEPT 2022)	PCard	02/10/2022	190.00
		Total Paid by Vendor					**380.00**
	DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	158.19
		6000-76-76110-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	477.89
		6000-76-76110-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	159.79
		6000-76-76110-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	291.53
		6000-76-76110-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	30.40
		6000-76-76110-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	228.98
		6000-76-76110-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	327.92
		6000-76-76110-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	633.34
		6000-76-76110-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	41.78

	6000-76-76110-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	174.16
	6000-76-76110-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	104.94
	6000-76-76110-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	431.40
	6000-76-76110-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	55.04
	6000-76-76110-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	403.66
	6000-76-76110-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	79.34
	Total Paid by Vendor					**3,598.36**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	99 3877 JAN	LAB SAMPLES TESTING (BLANKET)	71950	02/08/2022	896.00
	6000-76-76100-515370-00000000-	DEC 21-2218	LAB SAMPLES TESTING (BLANKET)	PCard	02/10/2022	682.00
	Total Paid by Vendor					**1,578.00**
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1142849.001	LAB SUPPLIES	71953	02/08/2022	432.00
	Total Paid by Vendor					**432.00**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9324462299	ROME RD PUMP 3 REPAIR	PCard	02/10/2022	4,565.70
	6000-76-76260-513040-00000000-	9325310781	PL4 TEMP OFFICE	PCard	02/10/2022	1,610.39
	6000-76-76370-513040-00000000-	9324264054	CHIMNEY CREEK FEED PUMP	PCard	02/10/2022	26.92
	6000-76-76370-513040-00000000-	9324264057	PL1A PUMP STATION	PCard	02/10/2022	7,490.40
	Total Paid by Vendor					**13,693.41**
HACH COMPANY	6000-76-76200-515340-00000000-	12869333	LAB SUPPLIES (SOLE SOURCE)	71962	02/09/2022	597.42
	6000-76-76200-515340-00000000-	12790425	LAB SUPPLIES (SOLE SOURCE)	PCard	02/10/2022	1,315.15
	6000-76-76200-515340-00000000-	12869891	LAB SUPPLIES (SOLE SOURCE)	PCard	02/10/2022	80.29
	Total Paid by Vendor					**1,992.86**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	26511-013122	LS UTILITIES (BLANKET)	71963	02/09/2022	16.62
	6000-76-76370-515700-00000000-	24115-013122	LS UTILITIES (BLANKET)	71963	02/09/2022	16.62
	Total Paid by Vendor					**33.24**
HOME DEPOT USA INC	6000-00-00000-140100-00000000-	666852975	JANITORIAL SUPPLIES	71966	02/08/2022	521.34
	6000-00-00000-140100-00000000-	666852967	JANITORIAL SUPPLIES	71966	02/08/2022	83.79
	Total Paid by Vendor					**605.13**
HYDRA SERVICE INC	6000-76-76370-513040-00000000-	155370	CHASE PS REPAIR	PCard	02/10/2022	724.77
	Total Paid by Vendor					**724.77**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	51993	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	PCard	02/10/2022	846.21
	Total Paid by Vendor					**846.21**
JAMES R HALL	6000-76-76110-513030-00000000-	52764	COM TX 012822/52764	71745	02/01/2022	85.00
	6000-76-76110-513030-00000000-	53234	COM TX 012822/53234	71745	02/01/2022	85.00
	6000-76-76110-513030-00000000-	55300	COM TX 012822/55300	71745	02/01/2022	250.00
	Total Paid by Vendor					**420.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	231000	AUTO PARTS (BLANKET)	71729	02/01/2022	979.39
	6000-76-76110-513030-00000000-	231114	AUTO PARTS (BLANKET)	71729	02/02/2022	179.60
	6000-76-76110-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	3.14
	6000-76-76110-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	5.29
	6000-76-76110-513030-00000000-	231234	AUTO PARTS (BLANKET)	71978	02/09/2022	381.75
	Total Paid by Vendor					**1,549.17**
MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	2535	SB WWTP P1A NORTH DIGESTER REPAIR	71681	02/01/2022	121,833.76
	6000-76-00000-526000-00000000-	2536	SB WWTP P1A NORTH DIGESTER REPAIR	71681	02/01/2022	12,590.39
	6000-76-00000-526000-00000000-	2528	ALDRIDGE CREEK OLD SIDE RETURN BLDG STRUCTURAL IM	71681	02/01/2022	68,235.84
	6000-76-00000-526000-00000000-	2529	CHASE WWTP-PROCESS TRAIN MECHANICAL	71681	02/01/2022	58,327.54
	6000-76-00000-526000-00000000-	2532	SB PL 1A TRAIN 4 FINAL CLARIFIER MECH & STRUCTURA	71681	02/01/2022	14,692.41
	6000-76-00000-526000-00000000-	2533	SPRING BRANCH/P1A/PRE AIR MECH & STRUCTURAL IMPRO	71681	02/01/2022	5,021.25
	6000-76-00000-526000-00000000-	2534	SPRING BRANCH PL 1A BLOWER MECHANICAL REPAIRS	71825	02/03/2022	39,938.44
	Total Paid by Vendor					**320,639.63**
MCPHERSON COMPANIES INC	6000-00-00000-140100-00000000-	951112	WPC FUELING FACILITY	PCard	02/10/2022	11,929.96
	Total Paid by Vendor					**11,929.96**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	442299	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	71828	02/03/2022	125.00
	6000-76-76300-516030-00000000-	441950	EMERGENCY PLUMBING REPAIRS (BLANKET)	71980	02/09/2022	510.00
	6000-76-76300-516030-00000000-	441949	EMERGENCY PLUMBING REPAIRS (BLANKET)	71980	02/09/2022	510.00
	6000-76-76300-516030-00000000-	441951	EMERGENCY PLUMBING REPAIRS (BLANKET)	71980	02/09/2022	7,266.21
	6000-76-76300-516030-00000000-	441953	EMERGENCY PLUMBING REPAIRS (BLANKET)	71980	02/09/2022	765.00
	Total Paid by Vendor					**9,176.21**
PCARD PAYMENTS	6000-76-76300-516030-00000000-	252867	EMERGENCY POINT REPAIR, NOT AVAILABLE AT BID VENDO	PCard	01/31/2022	136.74
	6000-76-76110-513030-00000000-	252868	EMERGENCY REPAIR EQ#050591	PCard	01/31/2022	34.12
	6000-76-76300-515340-00000000-	252875	NEEDED IMMEDIATELY, EQUIPMENT KEYS	PCard	01/31/2022	295.38
	6000-76-76200-515790-00000000-	252884	FUEL TO TRANSPORT EQUIPMENT TO KENTUCKY FOR REPAIR	PCard	02/01/2022	95.00

		6000-76-76200-515790-00000000-	252886	FUEL TO TRANSPORT EQUIPMENT TO KENTUCKY FOR REPAIR	PCard	02/02/2022	85.00
		6000-76-76200-515790-00000000-	252887	FUEL TO TRANSPORT EQUIPMENT TO KENTUCKY FOR REPAIR	PCard	02/02/2022	85.00
		6000-76-76200-515340-00000000-	253626	FOR MAINTENANCE	PCard	02/03/2022	378.96
		6000-76-76300-515340-00000000-	253636	TRUCK STOCK	PCard	02/04/2022	89.70
		6000-76-76200-515340-00000000-	253639	STOCK	PCard	02/07/2022	211.19
		Total Paid by Vendor					**1,411.09**
	PENINSULAR TECHNOLOGIES LLC	6000-76-76110-520300-00000000-	I220131001	ANNUAL SOFTWARE/SUPPORT RENEWAL(SOLE SOURCE)	71987	02/09/2022	2,692.00
		Total Paid by Vendor					**2,692.00**
	REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-000949671	REFUSE CONTAINERS (BLANKET) JAN-MARCH 2022	71744	02/02/2022	1,863.47
		Total Paid by Vendor					**1,863.47**
	SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	87892710	PARTS WASHER TVI/MTN BAY (SOLE SOURCE)(BLANKET)	71749	02/02/2022	270.53
		Total Paid by Vendor					**270.53**
	SOUTHERN BALANCE CALIBRATIONS	6000-76-76260-513040-00000000-	012022	LAB EQUIPMENT CALIBRATIONS FOR 2022	71874	02/03/2022	1,405.00
		Total Paid by Vendor					**1,405.00**
	STAPLES INC	6000-76-76300-515340-00000000-	3497594833	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	71759	02/02/2022	145.47
		Total Paid by Vendor					**145.47**
	SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	7521-032970-011922	FOR SEWER BAY/MONTE SANO MTN SHOP(BLANKET)	71761	02/02/2022	413.20
		Total Paid by Vendor					**413.20**
	THOMPSON TRACTOR COMPANY INC	6000-76-76110-513030-00000000-	TTC1-662409	R & M EQ#050319	71765	02/01/2022	1,142.48
		Total Paid by Vendor					**1,142.48**
	TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	P55446	EM R & M EQ#050591 (OVER 25K GVWR)	72013	02/09/2022	4,603.96
		6000-76-76110-513030-00000000-	P55476	CREDIT APPLIED TO INV. P55446	72013	02/09/2022	(567.95)
		Total Paid by Vendor					**4,036.01**
	TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	4794682	EQ #980394	71767	02/02/2022	777.12
		Total Paid by Vendor					**777.12**
	USA BLUEBOOK	6000-76-76200-515340-00000000-	855714	FOR PLANTS	PCard	02/10/2022	262.32
		Total Paid by Vendor					**262.32**
	USDA APHIS WILDLIFE SERVICES	6000-76-76300-516030-00000000-	3004091553	WILDLIFE REMOVAL	71887	02/03/2022	2,962.67
		Total Paid by Vendor					**2,962.67**
	YOUNG SIGN & CRANE SERVICE INC	6000-76-76220-513040-00000000-	34942	PLANT 6 CRANE BLANKET FOR FY22	71949	02/08/2022	600.00
		Total Paid by Vendor					**600.00**
	Total by Fund 6000						**411,131.30**
6010	COWIN EQUIPMENT CO INC	6010-76-00000-526000-00000000-	RSA025957 3	JAKE DR	71789	02/03/2022	8,300.00
		6010-76-00000-526000-00000000-	RSA025733 4	JAKE DR	71789	02/03/2022	3,600.00
		Total Paid by Vendor					**11,900.00**
	DYNAMIC CONSTRUCTION LLC	6010-00-00000-220400-00000000-	MARTIN RD FIN RET	21466-MARTIN ROAD UTILITY BORE-FINAL RET	71946	02/09/2022	1,918.00
		Total Paid by Vendor					**1,918.00**
	GARVER LLC	6010-76-00000-526000-00000000-	21C03010-2	WPC SANITARY SEWER REHAB-CONTRACT 1	71959	02/09/2022	19,180.00
		Total Paid by Vendor					**19,180.00**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	149980	BOEING RENTAL (SOLE SOURCE) (BLANKET)	71722	02/01/2022	2,693.00
		6010-76-00000-526000-00000000-	155156	FOR VARIOUS LIFT STATIONS (SOLE SOURCE)	71805	02/03/2022	2,754.00
		Total Paid by Vendor					**5,447.00**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	1252022	WASTEWATER GRADE IC TRAINING (BLANKET)	71771	02/02/2022	1,650.00
		Total Paid by Vendor					**1,650.00**
	Total by Fund 6010						**40,095.00**
6020	GARVER LLC	6020-76-00000-526000-00000000-	21S02360-7	2021 WPC ON-CALL SURVEYING SERVICES(BLANKET)	71959	02/09/2022	6,597.50
		6020-76-00000-526000-00000000-	21S02180-8	WPC SANITARY SEWER MANHOLE MAPPING-16 (BLANKET)	71959	02/09/2022	2,690.00
		6020-76-00000-526000-00000000-	21W10070-4	WPC ON CALL PROCESS IMPROVEMENTS 2021	PCard	02/10/2022	2,080.00
		Total Paid by Vendor					**11,367.50**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9324264051	SCADA UPGRADES GBT BLDG	PCard	02/10/2022	3,593.31
		6020-76-00000-526000-00000000-	9324264056	PL1 SCADA SPRING	PCard	02/10/2022	242.00
		Total Paid by Vendor					**3,835.31**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	155366	FISHER RD LIFT STATION (SOLE SOURCE)	PCard	02/10/2022	19,500.56
		Total Paid by Vendor					**19,500.56**
	MARK JOHNSON CONSTRUCTION LLC	6020-76-00000-526000-00000000-	2531	BOB WALLACE PUMP STATION-VALVE SYSTEM REPAIR	71681	02/01/2022	38,982.79
		Total Paid by Vendor					**38,982.79**
	Total by Fund 6020						**73,686.16**
6030	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA025398 3.	TAYLOR RD FORCE MAIN	71714	02/01/2022	3,933.00
		6030-71-00000-526000-00000000-	RSA025398 5	CREDIT APPLIED TO INV. RSA025398 3.	71714	02/01/2022	(133.00)
		6030-71-00000-526000-00000000-	RSA019386 22	FIELDS AT HAYES FARM	71789	02/03/2022	18,000.00

	6030-71-00000-526000-00000000-	RSA022385 14	BOEING	71789	02/03/2022	6,900.00
	6030-71-00000-526000-00000000-	RSA024172 9	FIELDS AT HAYES FARM	71789	02/03/2022	12,425.00
	6030-71-00000-526000-00000000-	RSA025764 4	OLD 431/MEADOWS PROJECT	71789	02/03/2022	19,000.00
	6030-71-00000-526000-00000000-	RSA025136 7	BOEING GRAVITY LINE	71943	02/08/2022	3,600.00
	Total Paid by Vendor					**63,725.00**
MARK JOHNSON CONSTRUCTION LLC	6030-71-00000-526000-00000000-	2530	THE FIELDS @ HAYES FARM #3	71681	02/01/2022	13,996.71
	Total Paid by Vendor					**13,996.71**
MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	441365	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441420	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	750.00
	6030-71-00000-526000-00000000-	441409	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	437.50
	6030-71-00000-526000-00000000-	441424	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441448	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	925.00
	6030-71-00000-526000-00000000-	441452	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	550.00
	6030-71-00000-526000-00000000-	441494	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441457	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441517	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	625.00
	6030-71-00000-526000-00000000-	441536	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	625.00
	6030-71-00000-526000-00000000-	441543	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71733	02/02/2022	150.00
	6030-71-00000-526000-00000000-	441522	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441584	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	437.50
	6030-71-00000-526000-00000000-	441568	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441605	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441534	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71733	02/02/2022	250.00
	6030-71-00000-526000-00000000-	441622	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71733	02/02/2022	250.00
	6030-71-00000-526000-00000000-	441647	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441666	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	550.00
	6030-71-00000-526000-00000000-	441633	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441706	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	625.00
	6030-71-00000-526000-00000000-	441708	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441727	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441699	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	250.00
	6030-71-00000-526000-00000000-	441756	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	1,000.00
	6030-71-00000-526000-00000000-	441797	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	625.00
	6030-71-00000-526000-00000000-	441843	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	825.00
	6030-71-00000-526000-00000000-	441859	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	987.50
	6030-71-00000-526000-00000000-	441876	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	875.00
	6030-71-00000-526000-00000000-	441906	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	625.00
	6030-71-00000-526000-00000000-	441971	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	550.00
	6030-71-00000-526000-00000000-	441839	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	500.00
	6030-71-00000-526000-00000000-	441990	PUMPING-MOUNTAIN PRESERVE (BLANKET)	71732	02/02/2022	375.00
	6030-71-00000-526000-00000000-	441364	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,250.00
	6030-71-00000-526000-00000000-	441419	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,650.00
	6030-71-00000-526000-00000000-	441408	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	250.00
	6030-71-00000-526000-00000000-	441411	PUMPING-WILSON COVE (BLANKET)	71829	02/03/2022	1,000.00
	6030-71-00000-526000-00000000-	441372	PUMPING-WILSON COVE (BLANKET)	71829	02/03/2022	1,000.00
	6030-71-00000-526000-00000000-	441447	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,025.00
	6030-71-00000-526000-00000000-	441492	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	7,150.00
	6030-71-00000-526000-00000000-	441515	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,250.00
	6030-71-00000-526000-00000000-	441518	PUMPING-WILSON COVE (BLANKET)	71829	02/03/2022	1,000.00
	6030-71-00000-526000-00000000-	441538	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	875.00
	6030-71-00000-526000-00000000-	441542	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	250.00
	6030-71-00000-526000-00000000-	441521	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	625.00
	6030-71-00000-526000-00000000-	441585	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
	6030-71-00000-526000-00000000-	441569	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
	6030-71-00000-526000-00000000-	441606	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,750.00
	6030-71-00000-526000-00000000-	441533	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,350.00
	6030-71-00000-526000-00000000-	441621	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,350.00
	6030-71-00000-526000-00000000-	441646	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	625.00
	6030-71-00000-526000-00000000-	441665	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,200.00
	6030-71-00000-526000-00000000-	441703	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,125.00
	6030-71-00000-526000-00000000-	441705	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
	6030-71-00000-526000-00000000-	441709	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00

		6030-71-00000-526000-00000000-	441725	PUMPING-WILSON COVE (BLANKET)	71828	02/03/2022	875.00
		6030-71-00000-526000-00000000-	441698	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,412.50
		6030-71-00000-526000-00000000-	441754	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,500.00
		6030-71-00000-526000-00000000-	441795	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
		6030-71-00000-526000-00000000-	441840	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,637.50
		6030-71-00000-526000-00000000-	441854	PUMPING-WILSON COVE (BLANKET)	71830	02/03/2022	1,000.00
		6030-71-00000-526000-00000000-	441856	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
		6030-71-00000-526000-00000000-	441897	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	3,250.00
		6030-71-00000-526000-00000000-	441860	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,775.00
		6030-71-00000-526000-00000000-	441801	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,875.00
		6030-71-00000-526000-00000000-	441907	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,250.00
		6030-71-00000-526000-00000000-	441969	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	2,575.00
		6030-71-00000-526000-00000000-	441991	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	1,750.00
		6030-71-00000-526000-00000000-	441051	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	7,500.00
		6030-71-00000-526000-00000000-	441896	PUMPING-WILSON COVE (BLANKET)	71831	02/03/2022	7,500.00
		6030-71-00000-526000-00000000-	441495	PUMPING-WILSON COVE (BLANKET)	71980	02/09/2022	4,575.00
		6030-71-00000-526000-00000000-	441458	PUMPING-WILSON COVE (BLANKET)	71980	02/09/2022	2,812.50
		Total Paid by Vendor					**99,925.00**
	SUNBELT RENTALS INC	6030-71-00000-526000-00000000-	103805256-0020	BOEING GRAVITY LINE	71762	02/02/2022	917.70
		Total Paid by Vendor					**917.70**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	184160204-021	BOEING GRAVITY LINE	71769	02/02/2022	3,381.20
		6030-71-00000-526000-00000000-	190438764-014	9TH/SEMINOLE	71769	02/02/2022	1,745.10
		6030-71-00000-526000-00000000-	153621085-055	FOR VARIOUS ENGINEERING PROJECTS	71769	02/02/2022	1,726.82
		6030-71-00000-526000-00000000-	153546944-061	FOR VARIOUS ENGINEERING PROJECTS	71769	02/02/2022	901.80
		6030-71-00000-526000-00000000-	183280530-022	THE FIELDS AT HAYES FARM	71886	02/03/2022	1,654.38
		6030-71-00000-526000-00000000-	186091810-020	WILSON COVE	71886	02/03/2022	1,654.38
		Total Paid by Vendor					**11,063.68**
	UNITED SITE SERVICES OF MISSISSIPPI LLC	6030-71-00000-526000-00000000-	B-406352	BOEING GRAVITY LINE	72014	02/09/2022	90.00
		6030-71-00000-526000-00000000-	B-406355	WILSON COVE	72014	02/09/2022	90.00
		Total Paid by Vendor					**180.00**
	WILMER & LEE PA	6030-71-00000-526000-00000000-	22535182	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	71894	02/03/2022	2,263.28
		6030-71-00000-526000-00000000-	22537185	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	71894	02/03/2022	7,746.63
		Total Paid by Vendor					**10,009.91**
	Total by Fund 6030						**199,818.00**
6040	DYNAMIC CONSTRUCTION LLC	6040-00-00000-220400-00000000-	DITTO LNDG FIN RET	21466-DITTO LANDING FORECEMAIN EXT-FINAL RET	71946	02/09/2022	1,019.75
		Total Paid by Vendor					**1,019.75**
	GARVER LLC	6040-71-00000-526000-00000000-	21S02370-1	OLD HWY 20 SANITERY SEWER EXTE	71798	02/08/2022	72,347.75
		6040-71-00000-526000-00000000-	21S02370-2	OLD HWY 20 SANITERY SEWER EXTE	71798	02/08/2022	14,287.50
		Total Paid by Vendor					**86,635.25**
	Total by Fund 6040						**87,655.00**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	40208	COM TX 012822/40208	71702	02/01/2022	80.00
		6200-55-55200-513030-00000000-	40222	COM TX 013122/40222	71781	02/01/2022	80.00
		Total Paid by Vendor					**160.00**
	C & J WELDING INC	6200-55-55200-513030-00000000-	099625	COM TX 020322/099625	71786	02/04/2022	70.00
		6200-55-55200-513030-00000000-	099678	COM TX 020322/099678	71786	02/04/2022	35.00
		6200-55-55200-513030-00000000-	099692	COM TX 020322/099692	71786	02/04/2022	3.00
		6200-55-55200-513030-00000000-	099692	COM TX 020322/099692	71786	02/04/2022	105.00
		6200-55-55200-513030-00000000-	099710	COM TX 020322/099710	71786	02/04/2022	315.00
		6200-55-55200-513030-00000000-	099732	COM TX 020322/099732	71786	02/04/2022	13.00
		6200-55-55200-513030-00000000-	099732	COM TX 020322/099732	71786	02/04/2022	140.00
		Total Paid by Vendor					**681.00**
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-10185	FUELING TRANS DATED 012522	71716	02/01/2022	3,335.46
		6200-55-55200-514010-00000000-	CFN-10199	FUELING TRANS DATED 012622	71716	02/01/2022	3,417.54
		6200-55-55200-514010-00000000-	CFN-10167	FUELING TRANS DATED 012422	71716	02/01/2022	3,766.12
		6200-55-55200-514010-00000000-	CFN-10215	FUELING TRANS DATED 012722	71716	02/02/2022	4,375.73
		6200-55-55200-514010-00000000-	CFN-10262	FUELING TRANS DATED 013122	71716	02/02/2022	2,978.27
		6200-55-55200-514010-00000000-	CFN-10231	FUELING TRANS DATED 012822	71716	02/02/2022	668.04
		6200-55-55200-514010-00000000-	CFN-10497	FUELING TRANS DATED 020122	71793	02/04/2022	3,784.86
		6200-55-55200-514010-00000000-	CFN-10515	FUELING TRANS DATED 020222	71793	02/04/2022	3,557.61
		6200-55-55200-514010-00000000-	CFN-10530	FUELING TRANS DATED 020322	71793	02/07/2022	4,081.50
		Total Paid by Vendor					**29,965.13**
	JAMES R HALL	6200-55-55200-513030-00000000-	52634	COM TX 012822/52634	71746	02/01/2022	35.00

	6200-55-55200-513030-00000000-	53186	COM TX 012822/53186	71745	02/01/2022	250.00
	6200-55-55200-513030-00000000-	53293	COM TX 012822/53293	71746	02/01/2022	35.00
	Total Paid by Vendor					**320.00**
KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	197287	COM TX 012522/197287	71725	02/01/2022	130.00
	6200-55-55200-513030-00000000-	197122	COM TX 013122/197122	71815	02/01/2022	30.00
	6200-55-55200-513030-00000000-	197122	COM TX 013122/197122	71815	02/01/2022	95.00
	6200-55-55200-513030-00000000-	197152	COM TX 013122/197152	71815	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197152	COM TX 013122/197152	71815	02/01/2022	333.37
	6200-55-55200-513030-00000000-	197230	COM TX 013122/197230	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197231	COM TX 013122/197231	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197232	COM TX 013122/197232	71809	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197423	COM TX 013122/197423	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197424	COM TX 013122/197424	71812	02/01/2022	84.00
	6200-55-55200-513030-00000000-	197427	COM TX 013122/197427	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197454	COM TX 013122/197454	71812	02/01/2022	95.00
	6200-55-55200-513030-00000000-	197472	COM TX 013122/197472	71812	02/01/2022	70.00
	6200-55-55200-513030-00000000-	197473	COM TX 013122/197473	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197513	COM TX 013122/197513	71815	02/01/2022	130.00
	6200-55-55200-513030-00000000-	197514	COM TX 013122/197514	71812	02/01/2022	95.00
	6200-55-55200-513030-00000000-	197552	COM TX 013122/197552	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197553	COM TX 013122/197553	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197554	COM TX 013122/197554	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197555	COM TX 013122/197555	71815	02/01/2022	144.00
	6200-55-55200-513030-00000000-	197556	COM TX 013122/197556	71813	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197557	COM TX 013122/197557	71810	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197558	COM TX 013122/197558	71811	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197559	COM TX 013122/197559	71811	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197560	COM TX 013122/197560	71811	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197561	COM TX 013122/197561	71812	02/01/2022	70.00
	6200-55-55200-513030-00000000-	197562	COM TX 013122/197562	71814	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197563	COM TX 013122/197563	71814	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197564	COM TX 013122/197564	71815	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197565	COM TX 013122/197565	71815	02/01/2022	168.00
	6200-55-55200-513030-00000000-	197566	COM TX 013122/197566	71807	02/01/2022	35.00
	6200-55-55200-513030-00000000-	197567	COM TX 013122/197567	71814	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197656	COM TX 013122/197656	71812	02/01/2022	5.00
	6200-55-55200-513030-00000000-	197656	COM TX 013122/197656	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197709	COM TX 013122/197709	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197710	COM TX 013122/197710	71808	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197711	COM TX 013122/197711	71814	02/01/2022	112.00
	6200-55-55200-513030-00000000-	197739	COM TX 013122/197739	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197749	COM TX 013122/197749	71807	02/01/2022	35.00
	6200-55-55200-513030-00000000-	197766	COM TX 013122/197766	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197767	COM TX 013122/197767	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197768	COM TX 013122/197768	71807	02/01/2022	28.00
	6200-55-55200-513030-00000000-	197769	COM TX 013122/197769	71807	02/01/2022	35.00
	6200-55-55200-513030-00000000-	197847	COM TX 013122/197847	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197848	COM TX 013122/197848	71807	02/01/2022	28.00
	6200-55-55200-513030-00000000-	197849	COM TX 013122/197849	71807	02/01/2022	28.00
	6200-55-55200-513030-00000000-	197850	COM TX 013122/197850	71807	02/01/2022	28.00
	6200-55-55200-513030-00000000-	197876	COM TX 013122/197876	71815	02/01/2022	116.00
	6200-55-55200-513030-00000000-	197959	COM TX 013122/197959	71812	02/01/2022	88.00
	6200-55-55200-513030-00000000-	197960	COM TX 013122/197960	71812	02/01/2022	56.00
	6200-55-55200-513030-00000000-	197961	COM TX 013122/197961	71815	02/01/2022	140.00
	6200-55-55200-513030-00000000-	197963	COM TX 013122/197963	71812	02/01/2022	95.00
	6200-55-55200-513030-00000000-	197965	COM TX 013122/197965	71815	02/01/2022	116.00
	Total Paid by Vendor					**4,829.37**
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	1.03
	6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	6.00
	6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	13.02
	6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	14.70
	6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	41.28

6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	52.67
6200-55-55200-513030-00000000-	230962	NAPA TRX DATE 012722	71729	02/01/2022	421.21
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	2.29
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	4.50
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	5.85
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	8.68
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	14.88
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	17.22
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6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	30.00
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	33.30
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6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	52.51
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	66.65
6200-55-55200-513030-00000000-	230910	NAPA TRX DATE 012622	71729	02/01/2022	149.76
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6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	13.94
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	15.60
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6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	16.50
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	17.29
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6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	45.45
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6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	55.99
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	58.58
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	77.98
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6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	112.10
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	118.10
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	122.75
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	132.70
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	135.39
6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	146.96
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		6200-55-55200-513030-00000000-	231055	NAPA TRX DATE 013122	71729	02/02/2022	289.11
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		6200-55-55200-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	12.48
		6200-55-55200-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	17.81
		6200-55-55200-513030-00000000-	231112	NAPA TRX DATE 020122	71823	02/04/2022	25.98
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	16.86
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	33.72
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	34.48
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	223.11
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	233.71
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	320.08
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	476.71
		6200-55-55200-513030-00000000-	231155	NAPA TRX DATE 020222	71823	02/04/2022	5,872.58
		Total Paid by Vendor					**17,411.85**
	MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660031181	COM TX 013122/4660031181	71826	02/01/2022	16.00
		6200-55-55200-513030-00000000-	4660031181	COM TX 013122/4660031181	71826	02/01/2022	34.00
		6200-55-55200-513030-00000000-	4660031181	COM TX 013122/4660031181	71826	02/01/2022	54.00
		Total Paid by Vendor					**104.00**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1004292	BLANKET PO FOR SWDA TIPPING FEES	71872	02/07/2022	315,375.97
		Total Paid by Vendor					**315,375.97**
	Total by Fund 6200						**368,847.32**
6500	REGIONS BANK	6500-00-00000-515040-00000000-	99573	ANNUAL FEES DUE 3/1/22: PBA SERIES 2021 BI#11778	71998	02/09/2022	3,300.00
		Total Paid by Vendor					**3,300.00**
	Total by Fund 6500						**3,300.00**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	47,528.21
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	23,355.50
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/24-28	1/22-1/28/22 HEALTH CLAIMS	71777	02/04/2022	58.03
		7000-16-00000-517010-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	92,116.17
		7000-16-00000-517015-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	67,445.92
		7000-16-00000-517025-00000000-	HEALTH CLMS 1/31-2/4	1/31/22-2/4/22 HEALTH CLAIMS	72021	02/11/2022	52.32
		Total Paid by Vendor					**230,556.15**
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1181644-022022	CITY GRP HLTH REINSURANCE FEB. 2022	71839	02/07/2022	14,939.09
		Total Paid by Vendor					**14,939.09**
	Total by Fund 7000						**245,495.24**
Grand Total							**8,641,289.94**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	71997	02/10/22	021022A	$ 50,031.79	TELEDYNE INDUSTRIES
	0001-00-00000-110004-00000000-	71996	02/10/22	021022A	$ 2,519.13	CONTINENTAL WESTERN INSURANCE
	0001-00-00000-110004-00000000-	71995	02/10/22	021022A	$ 1,000.00	THE SALVATION ARMY
	0001-00-00000-110004-00000000-	71994	02/10/22	021022A	$ 504.00	SPARKMAN MARBLE & GRANT
	0001-00-00000-110004-00000000-	71993	02/10/22	021022A	$ 307.57	BARKLEY INSURANCE COMPANY
	0001-00-00000-110004-00000000-	71992	02/10/22	021022A	$ 124.00	RHONDA WISKOSKI
	0001-00-00000-110004-00000000-	71991	02/10/22	021022A	$ 75.00	DON KLITZKE
	0001-00-00000-110004-00000000-	71742	02/03/22	020322A	$ 124.49	STL CORPORATION
	0001-00-00000-110004-00000000-	71741	02/03/22	020322A	$ 16,605.00	SLYMAN CONST CO INC
	0001-00-00000-110004-00000000-	71740	02/03/22	020322A	$ 306.41	KAWASAKI ROBOTICS USA INC.
	0001-00-00000-110004-00000000-	71739	02/03/22	020322A	$ 4,124.87	CHUY'S OPCO, INC.
	0001-00-00000-110004-00000000-	71686	02/01/22	020122A	$ 636.49	THE BRASS MONKEY'S LLC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 1/29/22 - 2/11/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**02/11/22**	**02/09/22**	**Grand Total**
101000	1000	$3,550,154.89	($4,957.10)	$3,545,197.79
101005	1005	($1,045,798.49)	$716.75	($1,045,081.74)
102000	2000	$176,300.39		$176,300.39
102100	2100	$50,587.00		$50,587.00
103900	3900	$28,013.07		$28,013.07
103910	3910	$31,147.77		$31,147.77
103930	3930	$44,639.67		$44,639.67
106000	6000	$459,685.38		$459,685.38
106200	6200	$260,761.50		$260,761.50
107100	7100	($24,573.61)	$45.00	($24,528.61)
110004	IONS	($3,530,917.57)	$4,195.35	($3,526,722.22)
Grand Total		**($0.00)**	**$0.00**	**($0.00)**

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0138

Department: City Council

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

Resolution appointing Acacia Moore to the Beautification Board, Place 5, to fill a vacancy due to the passing of Cynthia Masucci for the remainder of a vacant three (3) year term to expire September 30, 2024. (Nominated February 10, 2022, Regular Council Meeting)

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 -

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

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

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

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0139

Department: Planning

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

Resolution No. 22-10, consenting to the vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Introduced January 13, 2022, Regular Council Meeting) (Mazda Toyota)

Resolution No. 22-10

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

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

1. That Mazda Toyota Manufacturing, U.S.A., The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-Way in Limestone Huntsville Combination Plat Subdivision being and lying in Limestone County, and being more particularly described as follows (the "Right-of-Way" or the "Property"):

SEE EXHIBIT "A-PETITION FOR VACANCY OF RIGHT-OF-WAY,"
EXHIBIT "B-DECLARATION OF VACATION" 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, February 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 Athens News Courier* for four consecutive weeks, with said notice to run beginning on January 18, January 25, February 1, and February 8, 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 13th day of January, 2022.

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

APPROVED this the 13th day of January, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF LIMESTONE)

PETITION FOR APPROVAL OF AND ASSENT TO
VACATION OF POWELL ROAD RIGHT OF WAY

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF POWELL ROAD RIGHT OF WAY (the "Petition") is made as of this 12 day of November, 2021, by MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") to the CITY COUNCIL OF THE CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama ("City").

W I T N E S S E T H:

WHEREAS Owners are the owners of all of the real property abutting a portion of Powell Road in the City of Huntsville, Limestone County, Alabama, more particularly described on Exhibit "A," attached hereto, and as graphically depicted on Exhibit "B1" attached hereto (collectively, the "Right of Way"), which is situated and lying and being within the corporate limits of the City; and

WHEREAS, the Owners desire to vacate the Right of Way; and

WHEREAS, adequate, convenient and reasonable means of ingress and egress are available to the Owners and other owners of real properties within the general vicinity of the Right of Way by virtue of rights of way within the City; and

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

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

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

As grounds for the relief sought, Owners petition, represent, and show unto the City Council of the City as follows:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Nadine Redwine
Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

My Commission Expires:

[SEAL]

TERRIE PUNG
My Commission Expires
April 6, 2025

TERRIE PUNG NOTARY PUBLIC

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/9/23

Exhibit "A"

Legal Description of Right of Way

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

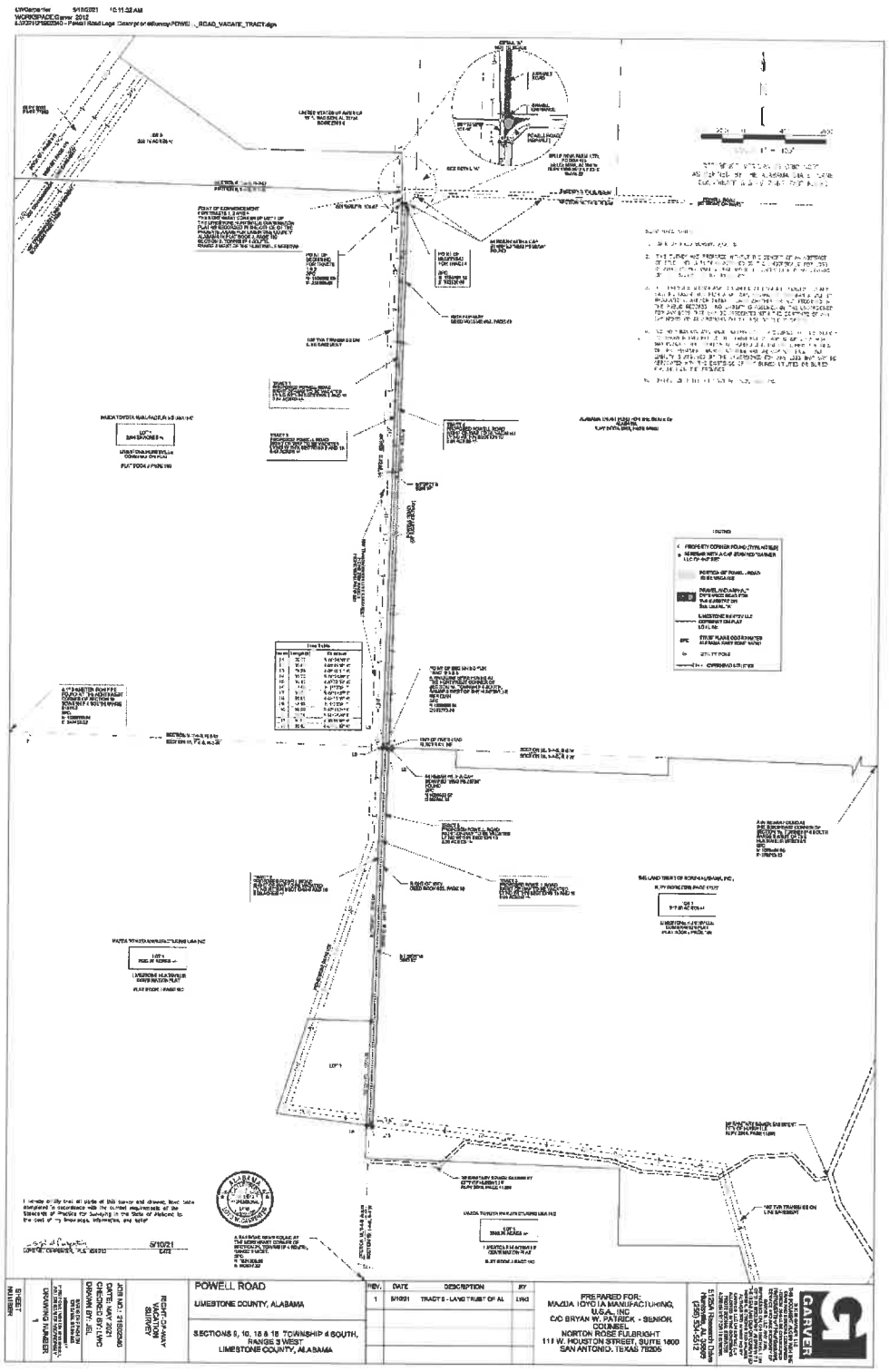
Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a

#5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road



STATE OF ALABAMA)

COUNTY OF LIMESTONE)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901) acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") desiring to vacate that certain rights-of-way hereinafter described, say as follows:

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

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

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

4. That Owners, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described.

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

See Exhibit "A" and Exhibits "B1", attached hereto

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, as of the 12 day of November, 2021.

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC. a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Nadine Redwine
Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

[SEAL]

My Commission Expires:

TERRIE PUNG
My Commission Expires
April 6, 2025

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021.

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/19/23

Exhibit "A"

Legal Description of Right of Way
TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445"

(typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road

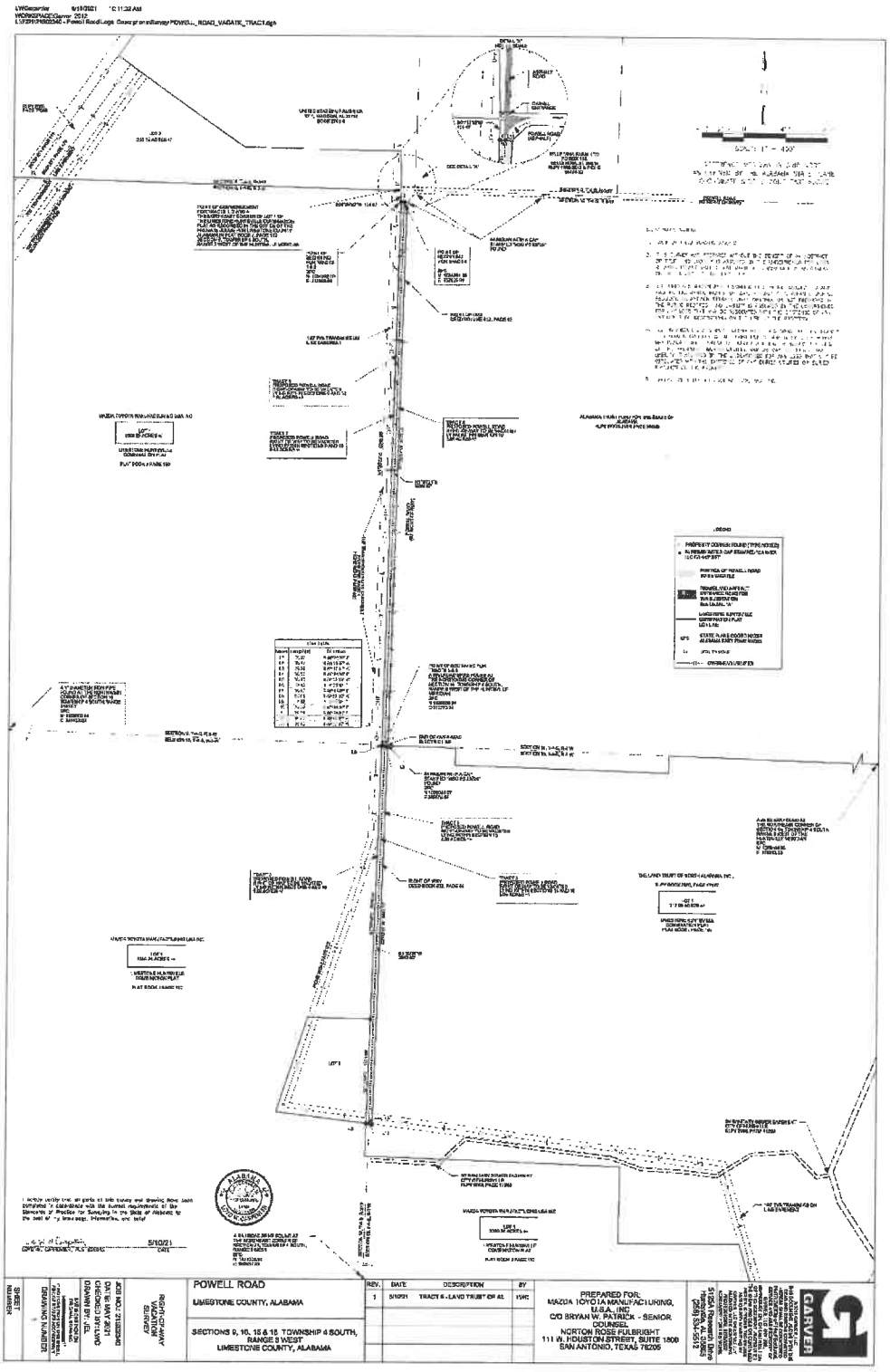


EXHIBIT C

(Public Hearing Notice to be Published)

NOTICE OF PUBLIC HEARING

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, February 10, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-Way along Powell Road in Limestone County, Alabama, (Limestone Huntsville Combination Plat), which is more particularly described as follows:

STATE OF ALABAMA
LIMESTONE COUNTY

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

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The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

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The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-Way of the street to be vacated, as their names and addresses appear on roll in the Limestone County Revenue Commissioner's office or Limestone County Tax Assessor's office, and shall be posted at the Limestone County Courthouse and at Athens City Hall.

Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA:

WHEREAS, MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, are the owners of all the land abutting a right-of-way lying within the City of Huntsville, Alabama, which right-of-way is described on Exhibit "A" attached hereto.

WHEREAS, the owners have executed a petition of their intent and desire that the right-of-way above described be abandoned by the City of Huntsville; and they desire to divest any and all right, title and interest which the public may have in and to said right-of-way so described, acquired by virtue of the dedication of said right-of-way to the City of Huntsville, Alabama, and is no longer needed for a public or municipal purpose; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has been advised and does find that convenient and adequate means of ingress and egress are available to all owners of surrounding property, such being afforded by virtue of other streets, easements, avenues, and alleys, and having represented to the City Council of the City of Huntsville, Alabama, that the owners of the real property located on all sides have no objections to said vacation and abandonment; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Huntsville, Alabama, that the City does hereby declare the above-described right-of-way to be vacated and abandoned, divesting the entire right, title and interest of the public and the City of Huntsville, Alabama, in and to said right-of-way.

BE IT FURTHER RESOLVED, that notice of this resolution shall be published in *The Athens News Courier* no later than fourteen (14) days from the date hereof.

ADOPTED, this ____ day of _____, 2021.

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

APPROVED, this _____ day of _____, 2021.

_____
Mayor of the City of Huntsville,
Alabama

Exhibit "A"

Legal Description of Right of Way for Powell Road

RIGHT-OF-WAY TO BE VACATED

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

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Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

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rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicant has represented to the City of Huntsville that **Mazda Toyota Manufacturing, U.S.A.,The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama,** are the owners of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the **MAZDA TOYOTA MANUFACTURING, U.S.A.**, a Delaware corporation, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24th day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 6.08 acres in 9 and 16, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 2– SECTIONS 9 AND 16:

A tract of land lying and being in Sections 9 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

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Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the east boundary of Section 9, Township 4 South, Range 3 West of the Huntsville Meridian; thence along the east boundary of said Section 9 South 1 Degrees 36 Minutes 21 Seconds West a distance of 5236.67 feet to a railroad spike found marking the northeast corner of Section 16, Township 4 South, Range 3 West of the Huntsville Meridian; thence leaving said east boundary of Section 9 and along the east boundary of said Section 16 South 1 Degrees 59 Minutes 37 Seconds West a distance of 3643.93 feet to a #5 rebar set; thence leaving said Section line North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.45 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 6.08 acres (265001.67 sq. ft.), more or less.

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

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

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	2707 Artie Street, Suite 6 Huntsville, AL 35805
Property Address:	2.56 acres in 15, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 5– SECTION 15:

A tract of land lying and being in Section 15, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Beginning at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian, having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap Stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.40 feet to a #5 rebar set on the west boundary of said Section 15; thence along said west boundary North 1 Degree 59 Minutes 37 Seconds East a distance of 3643.93 feet to the POINT OF BEGINNING.

The above described tract contains 2.56 acres (111432.03 sq. ft.)

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 202 2.

_____
NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 3.64 acres in 10, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 4 – SECTION 10:

A tract of land lying and being in Section 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the west boundary of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian, said point being the Point of Beginning, having established grid coordinates of (N) 1534891.15, (E) 352920.50 Zone East of the Alabama State Plane Coordinate System;

Thence South 88 Degrees 24 Minutes 28 Seconds East a distance of 29.74 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 1 Degrees 36 Minutes 21 Seconds East a distance of 5236.67 feet and the POINT OF BEGINNING.

The above described tract contains 3.64 acres (158662.15 sq. ft.), more or less.

Ordinance No. 22-_____ (Cont.)

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0140

Department: Planning

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

Ordinance No. 22-11, vacation of a Right-of-Way along Powell Road, Sections 9, 10, 15 and 16. (Introduced January 13, 2022, Regular Council Meeting) (Mazda Toyota)

Ordinance No. 22-11

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

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

1. That Mazda Toyota Manufacturing, U.S.A., The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-Way in Limestone Huntsville Combination Plat Subdivision being and lying in Limestone County, and being more particularly described as follows (the "Right-of-Way" or the "Property"):

SEE EXHIBIT "A-PETITION FOR VACANCY OF RIGHT-OF-WAY,"
EXHIBIT "B-DECLARATION OF VACATION" 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, February 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 Athens News Courier* for four consecutive weeks, with said notice to run beginning on January 18, January 25, February 1, and February 8, 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 13th day of January, 2022.

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

APPROVED this the 13th day of January, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF LIMESTONE)

PETITION FOR APPROVAL OF AND ASSENT TO
VACATION OF POWELL ROAD RIGHT OF WAY

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF POWELL ROAD RIGHT OF WAY (the "Petition") is made as of this 12 day of November, 2021, by MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") to the CITY COUNCIL OF THE CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama ("City").

W I T N E S S E T H:

WHEREAS Owners are the owners of all of the real property abutting a portion of Powell Road in the City of Huntsville, Limestone County, Alabama, more particularly described on Exhibit "A," attached hereto, and as graphically depicted on Exhibit "B1" attached hereto (collectively, the "Right of Way"), which is situated and lying and being within the corporate limits of the City; and

WHEREAS, the Owners desire to vacate the Right of Way; and

WHEREAS, adequate, convenient and reasonable means of ingress and egress are available to the Owners and other owners of real properties within the general vicinity of the Right of Way by virtue of rights of way within the City; and

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

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

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

As grounds for the relief sought, Owners petition, represent, and show unto the City Council of the City as follows:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Nadine Redwine
Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

My Commission Expires:

[SEAL]

TERRIE PUNG
My Commission Expires
April 6, 2025

TERRIE PUNG NOTARY PUBLIC

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/9/23

Exhibit "A"

Legal Description of Right of Way

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

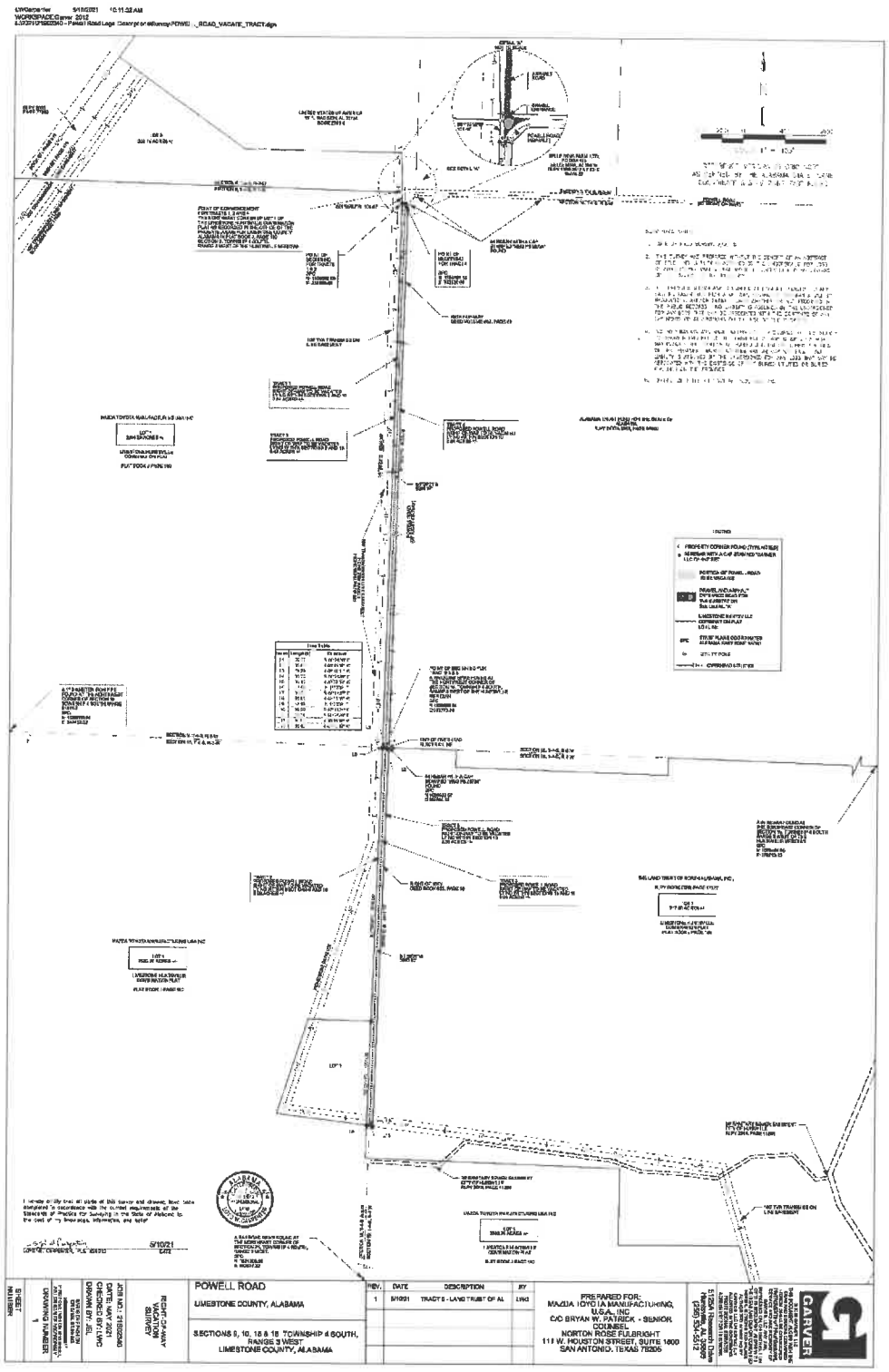
Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a

#5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road



STATE OF ALABAMA)

COUNTY OF LIMESTONE)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901) acting by and through its Chairman of the Alabama Forever Wild Land Trust (collectively, "Owners") desiring to vacate that certain rights-of-way hereinafter described, say as follows:

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

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

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

4. That Owners, by this instrument, declare their intent to vacate the said right-of-way, hereinafter described.

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

See Exhibit "A" and Exhibits "B1", attached hereto

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right-of-way hereinabove described, have caused this instrument to be executed, as of the 12 day of November, 2021.

MAZDA TOYOTA MANUFACTURING,
U.S.A., INC.,
a Delaware corporation

By: Mark Brazeal
Printed Name: Mark Brazeal
Its: Vice President

STATE OF Alabama)
)
COUNTY OF Limestone)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Brazeal whose name as Vice President of MAZDA TOYOTA MANUFACTURING, U.S.A., INC. a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 19 day of October, 2021.

Nadine Redwine
Notary Public

My Commission Expires:
7/24/2024

[SEAL]

THE LAND TRUST OF NORTH ALABAMA
an Alabama corporation

By: Marie Bostick
Printed Name: Marie Bostick
Its: Executive Director

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marie Bostick whose name as Executive Director of THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND and official seal on this the 22 day of October, 2021.

Notary Public

[SEAL]

My Commission Expires:

TERRIE PUNG
My Commission Expires
April 6, 2025

Alabama Trust Fund for the State of Alabama, pursuant to Amendment 543 of the Constitution of Alabama of 1901, acting by and through the Alabama Forever Wild Land Trust

APPROVED LEGAL

By: _____
Name: Christopher M. Blankenship
Title: Chairman

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Christopher M. Blankenship, the Chairman of **Alabama Forever Wild Land Trust,** signed the foregoing Shared Road Reciprocal Easement Agreement, and who is known to me, acknowledged before me this day that, being informed of the contents of said agreement, he executed the same voluntarily as and for the act of said **Alabama Forever Wild Land Trust** acting on behalf of the **Alabama Trust Fund for the State of Alabama** (pursuant to Amendment 543 of the Constitution of Alabama of 1901).

Given under my hand and seal this 12 day of November, 2021.

_____
Notary Public

My Commission Expires:

_____

[SEAL]

BETSY FULLER JONES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 8/19/23

Exhibit "A"

Legal Description of Right of Way
TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445"

(typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

Exhibit B-1

Graphical Depiction of Vacated Portion of Powell Road

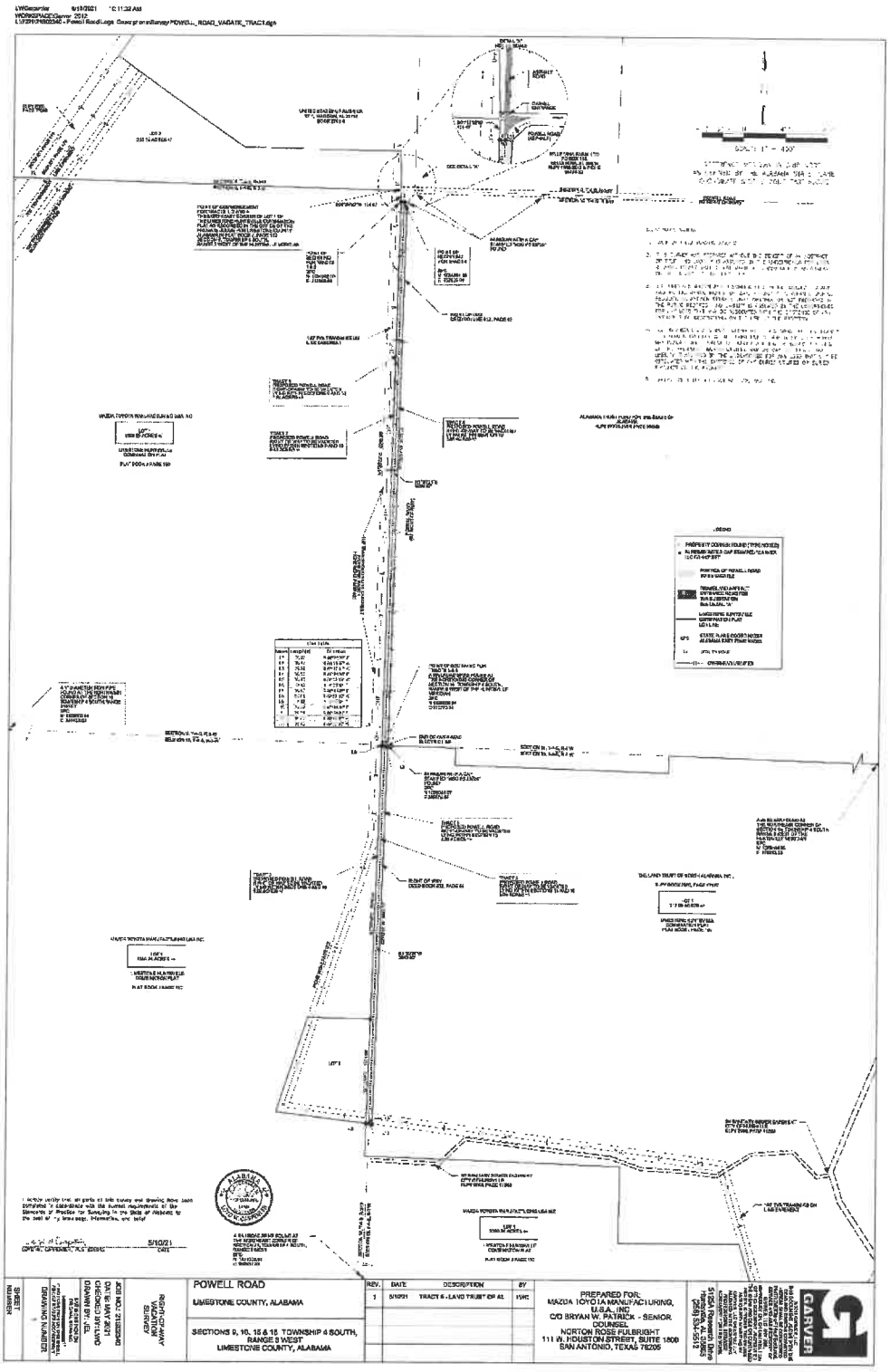


EXHIBIT C

(Public Hearing Notice to be Published)

NOTICE OF PUBLIC HEARING

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, February 10, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-Way along Powell Road in Limestone County, Alabama, (Limestone Huntsville Combination Plat), which is more particularly described as follows:

STATE OF ALABAMA
LIMESTONE COUNTY

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-Way of the street to be vacated, as their names and addresses appear on roll in the Limestone County Revenue Commissioner's office or Limestone County Tax Assessor's office, and shall be posted at the Limestone County Courthouse and at Athens City Hall.

Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA:

WHEREAS, MAZDA TOYOTA MANUFACTURING, U.S.A., a Delaware corporation, THE LAND TRUST OF NORTH ALABAMA, an Alabama corporation, and the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, are the owners of all the land abutting a right-of-way lying within the City of Huntsville, Alabama, which right-of-way is described on Exhibit "A" attached hereto.

WHEREAS, the owners have executed a petition of their intent and desire that the right-of-way above described be abandoned by the City of Huntsville; and they desire to divest any and all right, title and interest which the public may have in and to said right-of-way so described, acquired by virtue of the dedication of said right-of-way to the City of Huntsville, Alabama, and is no longer needed for a public or municipal purpose; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has been advised and does find that convenient and adequate means of ingress and egress are available to all owners of surrounding property, such being afforded by virtue of other streets, easements, avenues, and alleys, and having represented to the City Council of the City of Huntsville, Alabama, that the owners of the real property located on all sides have no objections to said vacation and abandonment; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Huntsville, Alabama, that the City does hereby declare the above-described right-of-way to be vacated and abandoned, divesting the entire right, title and interest of the public and the City of Huntsville, Alabama, in and to said right-of-way.

BE IT FURTHER RESOLVED, that notice of this resolution shall be published in *The Athens News Courier* no later than fourteen (14) days from the date hereof.

ADOPTED, this ____ day of _____, 2021.

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

APPROVED, this _____ day of _____, 2021.

_____
Mayor of the City of Huntsville,
Alabama

Exhibit "A"

Legal Description of Right of Way for Powell Road

RIGHT-OF-WAY TO BE VACATED

TRACT 1

A tract of land lying and being in Sections 9 and 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 60.27 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 87 Degrees 48 Minutes 31 Seconds West a distance of 29.29 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 7.24 acres (315273.29 sq. ft.), more or less.

And also

TRACT 2

A tract of land lying and being in Sections 15 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of Powell Road Right-of-Way, Limestone County, Alabama, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence along the north boundary of said Section 15 South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence leaving said Section line and along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445" (typical) set; thence leaving said east right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 60.85 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5

rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence leaving said right-of-way South 87 Degrees 48 Minutes 31 Seconds East a distance of 29.29 feet to the POINT OF BEGINNING.

The above described parcel contains 5.05 acres (219822.56 sq. ft.), more or less.

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicant has represented to the City of Huntsville that **Mazda Toyota Manufacturing, U.S.A.,The Land Trust of North Alabama, and Alabama Trust Fund for the State of Alabama,** are the owners of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the **MAZDA TOYOTA MANUFACTURING, U.S.A.**, a Delaware corporation, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24th day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 6.08 acres in 9 and 16, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 2– SECTIONS 9 AND 16:

A tract of land lying and being in Sections 9 and 16, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set, said point being the Point of Beginning, having established grid coordinates of (N) 1534892.00, (E) 352889.98 Zone East of the Alabama State Plane Coordinate System;

Thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the east boundary of Section 9, Township 4 South, Range 3 West of the Huntsville Meridian; thence along the east boundary of said Section 9 South 1 Degrees 36 Minutes 21 Seconds West a distance of 5236.67 feet to a railroad spike found marking the northeast corner of Section 16, Township 4 South, Range 3 West of the Huntsville Meridian; thence leaving said east boundary of Section 9 and along the east boundary of said Section 16 South 1 Degrees 59 Minutes 37 Seconds West a distance of 3643.93 feet to a #5 rebar set; thence leaving said Section line North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.45 feet to a #5 rebar set on the west right-of-way of Powell Road; thence along said right-of-way North 2 Degrees 00 Minutes 44 Seconds East a distance of 1001.09 feet to a #5 rebar set; thence North 2 Degrees 00 Minutes 40 Seconds East a distance of 2628.04 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 12.19 feet to a #5 rebar set; thence North 1 Degrees 35 Minutes 32 Seconds East a distance of 5236.36 feet to the POINT OF BEGINNING.

The above described tract contains 6.08 acres (265001.67 sq. ft.), more or less.

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

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

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 2022.

NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	2707 Artie Street, Suite 6 Huntsville, AL 35805
Property Address:	2.56 acres in 15, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 5– SECTION 15:

A tract of land lying and being in Section 15, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Beginning at the northwest corner of Section 15, Township 4 South, Range 3 West of the Huntsville Meridian, having established grid coordinates of (N) 1529656.54, (E) 352773.74 Zone East of the Alabama State Plane Coordinate System; thence South 88 Degrees 11 Minutes 37 Seconds East a distance of 30.86 feet to a #4 rebar with a cap Stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 2 Degrees 00 Minutes 10 Seconds West a distance of 3646.75 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way North 82 Degrees 52 Minutes 39 Seconds West a distance of 30.40 feet to a #5 rebar set on the west boundary of said Section 15; thence along said west boundary North 1 Degree 59 Minutes 37 Seconds East a distance of 3643.93 feet to the POINT OF BEGINNING.

The above described tract contains 2.56 acres (111432.03 sq. ft.)

THIS INSTRUMENT PREPARED BY:
PLEASE RECORD AND RETURN TO:

Y. Albert Moore, III
LANIER FORD SHAVER & PAYNE P.C.
2101 Clinton Avenue W. Ste 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as the Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment 543 of the Constitution of Alabama of 1901), acting by and through its Chairman of the Alabama Forever Wild Land Trust, hereinafter referred to as the Grantee, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, sell, and convey unto the Grantee, all of the Grantor's right, title, interest, and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

SUBJECT TO RESTRICTIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

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

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this 24 day of February, 202 2.

CITY OF HUNTSVILLE, ALABAMA,
an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

Given under my hand and official seal this the 24 day of February, 202 2.

_____
NOTARY PUBLIC
My commissioner expires: _____

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: P.O. Box 308, Huntsville, AL 35804
Grantee's Address: _____
Property Address: 3.64 acres in 10, T4S, R3W lying in Limestone County

Exhibit "A"
(Legal Description)

TRACT 4 – SECTION 10:

A tract of land lying and being in Section 10, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of the Powell Road Right-of-Way as described in Deed Volume 632, Page 69 as recorded in the Office of the Judge of Probate for Limestone County, Alabama and being more particularly described as follows:

Commencing at the northeast corner of Lot 1 of the Limestone Huntsville Combination Plat as recorded in the Office of the Judge of Probate for Limestone County, Alabama in Plat Book J, Page 180, said point being on the west right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 32 Seconds West a distance of 104.47 feet to a #5 rebar with a cap stamped "Garver LLC CA 445 LS" (typical) set; thence leaving said right-of-way South 88 Degrees 24 Minutes 28 Seconds East a distance of 30.53 feet to the west boundary of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian, said point being the Point of Beginning, having established grid coordinates of (N) 1534891.15, (E) 352920.50 Zone East of the Alabama State Plane Coordinate System;

Thence South 88 Degrees 24 Minutes 28 Seconds East a distance of 29.74 feet to a #4 rebar with a cap stamped "MSG PS 29724" found on the east right-of-way of Powell Road; thence along said right-of-way South 1 Degree 35 Minutes 37 Seconds West a distance of 5236.78 feet to a #4 rebar with a cap stamped "MSG PS 29724" found; thence leaving said right-of-way North 88 Degrees 11 Minutes 37 Seconds West a distance of 30.86 feet to a railroad spike found marking the southwest corner of Section 10, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 1 Degrees 36 Minutes 21 Seconds East a distance of 5236.67 feet and the POINT OF BEGINNING.

The above described tract contains 3.64 acres (158662.15 sq. ft.), more or less.

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

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/10/2022 **File ID:** 2022-0141

Department: Planning

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

Ordinance No. 22-107, annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road. (Introduced February 10, 2022, Regular Council Meeting)

Ordinance No. 22-107

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:** 2/10/2022 **File ID:** TMP-1031

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 320.00 acres of land lying on the south side of Huntsville Brownsferry Road and west of Mooresville Road.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

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

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

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

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

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

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

> All that part of the Western half of Section 06, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama containing 320.00 acres more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Limestone County, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: Shaw Trust Land Company, LLC, by Patty Davis, as its Manager (hereinafter referred to as "the petitioner")

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

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

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

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

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

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

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

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 25 day of Jan., 2021. 22

PETITIONER:
Shaw Trust Land Company, LLC

Signature: Patty Davis
Patty Davis

As its: Manager

STATE OF Tennessee)
COUNTY OF DAVIDSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Patty Davis, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 25 day of January 2021.2

(SEAL)
NOTARY PUBLIC

Expiration Date: 11.06.2023

RYAN BREEGLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit “A”
(Legal Description of the Property)

All that part of the Western half of Section 06, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama containing 320.93 acres more or less.

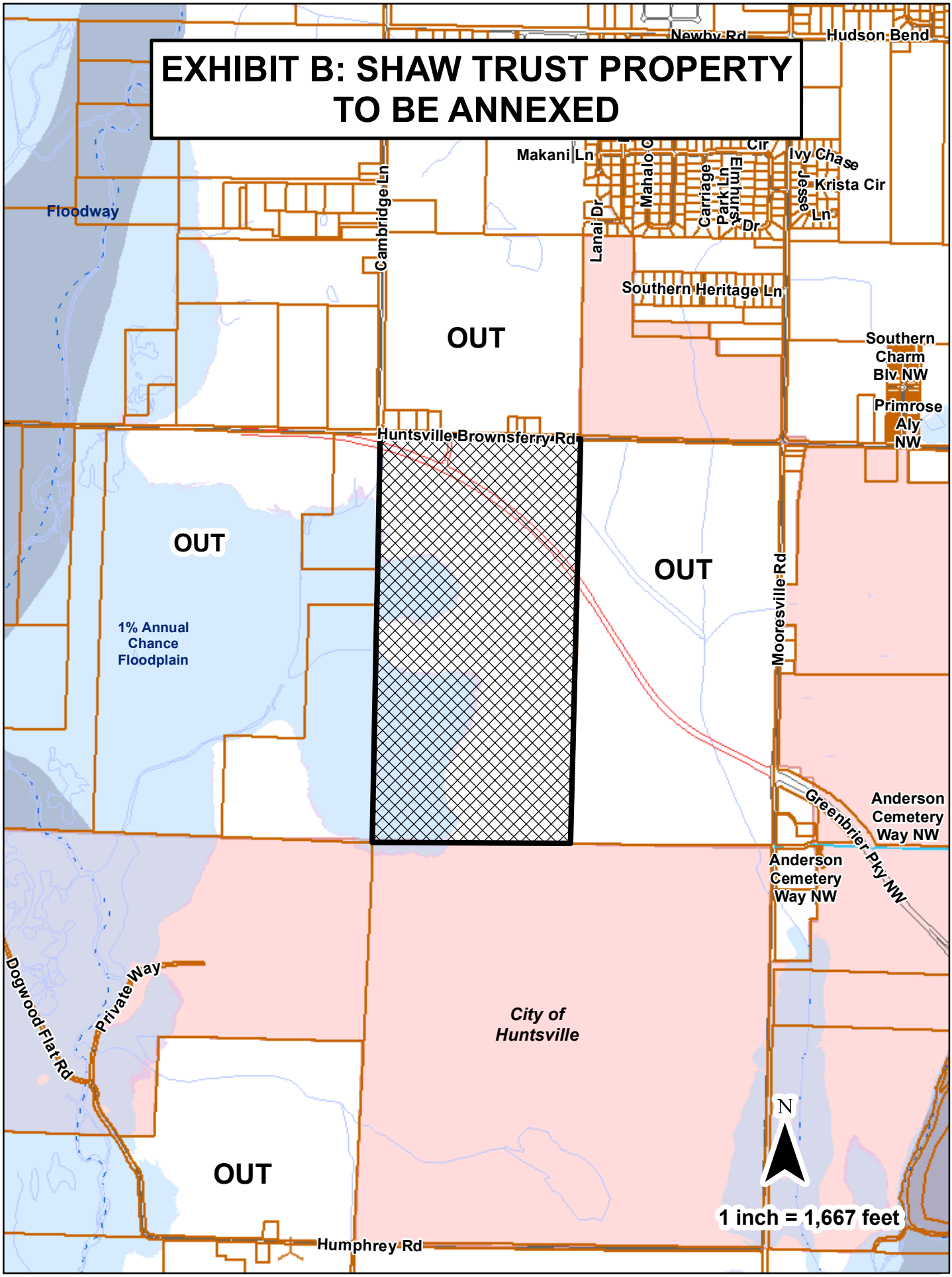


EXHIBIT B: SHAW TRUST PROPERTY TO BE ANNEXED
Newby Rd
Hudson Bend
Makani Ln
Cir
Ivy Chase
Krista Cir
Ln
Floodway
Cambridge Ln
Lanai Dr
Mahalo C
Carriage Park Ln
Elmhurst Dr
Jesse
Southern Heritage Ln
OUT
Southern Charm Blv NW
Primrose Aly NW
Huntsville Brownsferry Rd
OUT
OUT
Mooresville Rd
1% Annual Chance Floodplain
Greenbrier Pky NW
Anderson Cemetery Way NW
Anderson Cemetery Way NW
Dogwood Flat Rd
Private Way
City of Huntsville
OUT
N
1 inch = 1,667 feet
Humphrey Rd

ANNEXATION SUMMARY: SHAW TRUST

November 29, 2021

PETITIONER:	Shaw Trust Land Company, LLC, by Patty Davis, as its Manager
LOCATION:	On the south side of Huntsville Brownsferry Road and west of Mooresville Road
	Township 4 South, Range 3 West, Section 06
ACREAGE:	320.00 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: SHAW TRUST

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

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

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

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

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

NOT A POINT-TO-POINT CONNECTION

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

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

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

NO KNOWN CONTAMINATION

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

COMMERCIAL/ INDUSTRIAL LAND

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

NOT A REFERENDA

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

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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

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

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

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

* * * * * * * * * *

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

Petitioner Patty Davis Patty Davis Date 1-25-22

For: Shaw Trust Land Company, LLC As its: Manager

Petitioner _____ Date _____

For: _____ As its: _____

Print Form Submit Form

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0142

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 - _____

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

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

ADOPTED this the 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

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0143

Department: Finance

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

Resolution authorizing the acceptance of donations

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Fire and Rescue: Donation from Charlotte Pipe and Foundry Company in the amount of $700.00.

RESOLUTION NO. 22 - _____

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

Donation from Charlotte Pipe and Foundry Company to the Fire and Rescue department in the amount of $700.00.

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 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0144

Department: Finance

Subject: **Type of Action:** Unanimous Consent

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

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
$135,500.00 - Increase the Engineering department operating appropriation for architectural design and development projects funded by fund balance.

ORDINANCE NO. 22 – _____

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

In the CUMMINGS RESEARCH PARK FUND:

Increase the Engineering department operating appropriation by $135,500.00 for architectural design and development projects funded by fund balance.

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0145

Department: Finance

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

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Update of Bid:

Madison County Auto Parts, Inc. - Automotive & Equipment Parts Dispensing Service (Fleet Services)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 24, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Madison County Auto Parts, Inc.	Automotive & Equipment Parts Dispensing Service	One Year W/Extensions

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

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 24, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Madison County Auto Parts, Inc.	Automotive & Equipment Parts Dispensing Service	One Year W/Extensions

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 02/14/2022
FROM: AUTUMN MCCORD **DEPT:** FLEET SERVICES
BID #: 29-2022-54-1 **COMMODITY/SERVICE:** Automotive & Equipment Parts Disp

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Madison County Auto Parts, Inc

RECOMMENDATION: Please award the above bid to Madison County Auto Parts, Inc. as they were the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SECTION 1; GPM MARKUP			
I. Parts Invoiced to the Bidder at $.01 - $1,000: Percentage (	14%	EACH	
II. Parts Invoiced to the Bidder at $1,000.01 - $2,000: Percer	19%	EACH	
III. Parts Invoiced to the Bidder at $2,000.01 +: Percentage (	24%	EACH	
SECTION 2: BUYING POWER OF BIDDER	$441,384.2	TOTAL	Grand total of Section 2 pa

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: 1000-15-15100-513030-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2022.02.15 17:43:10-06'00' — 02-15-2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.02.16 10:15:30 -06'00' — 2-16-2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of February 24, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Madison County Auto Parts, Inc.	Automotive & Equipment Parts Dispensing Service	One Year W/Extensions

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)
)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND _____ FOR THE LEASE OF THE PARTS ROOM AT THE CITY OF HUNTSVILLE REPAIR SHOP FOR THE PURPOSE OF PROVIDING AUTOMOTIVE AND EQUIPMENT PARTS SERVICES.

LEASE AGREEMENT:

THIS LEASE AGREEMENT is executed by and between the City of Huntsville, a municipal corporation in the State of Alabama, (hereinafter referred to as "City") and Madison County Auto Parts, Inc. (hereinafter referred to as "the Contractor").

WITNESSETH:

WHEREAS, the City has solicited and received bids for Automotive and Equipment Parts Dispensing Services for the City of Huntsville Main Repair Shop located at 2739 Johnson Road, Huntsville, Alabama 35805 and the Outdoor Power South Repair Shop located at 3242 Leeman Ferry Road, Huntsville, Alabama 35801.

WHEREAS, the Contractor will occupy the Parts Rooms located at both City of Huntsville Repair Shop locations where automotive and equipment parts dispensing services will be provided solely for the City of Huntsville.

The Invitation for Bid# 29-2022-54-1 and the Bid Response submitted by the Contractor is hereby incorporated by reference. In the event of a conflict, the order of precedence is the negotiated Invitation for Bid document, date January 13, 2022 this Agreement, then the Bid Response.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISE, COVENANTS AND AGREEMENTS HEREIN UNDERTAKEN to be kept and performed by the parties, the City hereby leases to the Contractor and the Contractor hereby leases from the City for the use of the Parts Room located at both City of Huntsville Repair Shop locations further described in paragraph 1, according to the terms, covenants, conditions and agreements as hereinafter stated, to wit:

1. DESCRIPTION OF THE PREMISES:
   - A specified area consisting of approximately 1746 square feet located at 2739 Johnson Road, Huntsville, AL 35805, Madison County, Alabama.
   - A specified area consisting of approximately 585 square feet located at 3242 Leeman Ferry Road, Huntsville, Alabama 35801, Madison County, Alabama.

2. TERM OF THE LEASE:
   The term of the lease shall be for a period of one year commencing from the date of the notification to proceed, which shall be issued after the execution by the last party to sign this lease and immediately following the transition period. This term shall automatically renew itself thereafter on the same terms and conditions for additional consecutive periods for each consecutive year for terms as allowable by State law unless either party provides written notice of its intention not to renew to the other party within thirty (30) days prior the end of the yearly lease term. If during the lease term or any renewal thereof the City needs the Contractor to vacate the Premises for any period of time, the City shall provide sixty (60) days written advance notice to the Contractor.

3. RENT:
   The City shall lease the spaces described in paragraph 1 at no cost to the Contractor.

_____
President of the City Council

Date: _____

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 02/14/2022
FROM: AUTUMN MCCORD **DEPT:** FLEET SERVICES
BID #: 29-2022-54-1 **COMMODITY/SERVICE:** Automotive & Equipment Parts Disp

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Madison County Auto Parts, Inc

RECOMMENDATION: Please award the above bid to Madison County Auto Parts, Inc. as they were the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SECTION 1; GPM MARKUP			
I. Parts Invoiced to the Bidder at $.01 - $1,000: Percentage (	14%	EACH	
II. Parts Invoiced to the Bidder at $1,000.01 - $2,000: Percer	19%	EACH	
III. Parts Invoiced to the Bidder at $2,000.01 +: Percentage (	24%	EACH	
SECTION 2: BUYING POWER OF BIDDER	$441,384.2	TOTAL	Grand total of Section 2 pa

INITIAL PURCHASE: UNKNOWN
FUNDING SOURCE: 1000-15-15100-513030-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2022.02.15 17:43:10-06'00' — 02-15-2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.02.16 10:15:30 -06'00' — 2-16-2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

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

Invitation For Bids
AUTOMOTIVE & EQUIPMENT PARTS DISPENSING SERVICE

Invitation for Bid #:	29-2022-54-1
Issue Date:	January 13, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	January 27, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov.
IFB Closing Date:	February 3, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	Automotive and Equipment Parts Dispensing Service Section 2 Bidder Pricing Form 2022.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Automotive & Equipment Parts Dispensing Service 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
	I. GENERAL		
1	The selected Contractor shall provide efficient and effective part dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Fleet Maintenance facilities to include all staffing, management, aftermarket and original equipment manufacturer's maintenance and repair parts, including lubricants. Tires are excluded from this contract. The Contractor shall be responsible for compliance with all current and future Environmental Protection Agency and Alabama Department of Environmental Management regulations.	✓	
	II. PARTS AND INVENTORY CONTROL		
2	The Contractor shall have access to, and control over, sufficient inventory provided either by the Contractor's on-site (see Additional On-Site Inventory Requirements below), or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the City's parts requirements on demand and at least 95% of the balance from the previous day by the start of business the work day following the request. Additional On-Site Inventory Requirements: The Contractor shall have and maintain an adequate inventory of parts at a minimum purchase value of $400,000.00 to consist of parts that meet the City's current needs so that no undue delay is caused in the repair, service and operation of any vehicle(s) or unit(s) of equipment repaired by the City. The Contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter, on a monthly basis, to identify those that should be removed from stock, added to stock and to determine the stocking levels of those that should remain in stock. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Fleet Manager and the Contractor.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
3	The Contractor shall provide stock and non-stock, whichever is requested by the City of Huntsville's Fleet Maintenance personnel, consisting of original equipment parts, supplies and equipment or aftermarket items in equal or higher quality. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected Contractor for resale to the City will remain the property of the Contractor until used by the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the Contractor cannot obtain the desired part(s) by start of business the day following the request and in emergency situations to procure parts immediately, if the Contractor cannot supply the part(s) in an acceptable time frame. The Contractor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in these cases will be deducted from the Contractor's invoice. As time is of the essence, the Contractor shall, at all times, have the ability to purchase parts immediately either in person or over the phone from suppliers with whom he has no charge account. The use of a credit card or debit card in the Contractor's name would be acceptable to meet this requirement. It is the City of Huntsville's intent to procure and stock all tires separately from this contract.	✓	
4	The Contractor shall not issue parts or supplies to City personnel without a proper work order. The Contractor shall give a signed receipt containing specific information with items delivered to the City's employee for each work order. Two (2) copies of the receipts will be sent to Fleet Management's administrative section. Under no circumstances will City employees be allowed to purchase parts or supplies for personal use from the Contractor's facility located on City property.	✓	
5	The Contractor shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due to the City that are covered under these warranties.	✓	
6	The Contractor shall use current, state-of-the-art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing online information on the Fleet Maintenance facility inventory and other Contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on backorder, usage of parts and services, costs billing information and historical data on vehicles and equipment. This information will be made available to Fleet Management to assure a cost-effective operation. The City has implemented a Fleet Maintenance Information System purchased through AssetWorks. The Contractor's software must be compatible with the FA Suite software package and meet all requirements on hardware, software and interfacing. The Contractor will be responsible for, but not limited to, fees associated with interfacing, implementation and training to meet these requirements.	✓	
	III. CONTRACTOR'S PERSONNEL		
7	The Contractor shall provide sufficiently trained, knowledgeable and service-oriented personnel to efficiently and effectively operate the total parts function as detailed. The Contractor must provide provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The Contractor shall be responsible for the hiring, staffing, supervising, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Contractor shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Fleet Management must approve the Operations Supervisor selected by the Contractor.	✓	
8	Fleet Management reserves the right to request that the Contractor relocate any employee that is deemed detrimental to the parts operation. The Contractor must comply with all such requests.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
9	Fleet Management reserves the right to request that the Contractor's personnel perform reasonable Fleet Management activities in addition to those required by the ensuing contract when appropriate.	✓	
10	The Contractor or the Contractor's employees shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Fleet Manager.	✓	
11	Fleet's Main Repair Shop must have two (2) professional parts personnel working the counter.	✓	
12	Fleet's Outdoor Power South Repair Shop must have one (1) professional parts personnel working the counter.	✓	
13	The Contractor must have two (2) Parts Couriers on-site and available to deliver parts to the Technicians when needed. A minimum of (2) Parts Personnel must be on-site and available during emergency and inclement weather events during or outside of normal working hours, deemed so by the City, with no additional expense or charges to the City.	✓	
	IV. THE PARTS ROOM		
14	The City of Huntsville will provide an adequate and secure operations and storage area to the Contractor free of charge. This will include heat, electricity, water, rest rooms and other such facilities and services that may be mutually agreed upon. The Contractor shall immediately notify the City in the event of any malfunctions or damage caused by plumbing or electrical services to, or in, the area furnished.	✓	
15	The Contractor will provide specialized equipment such as terminals and printers for the Contractor's computer system, office machines, file cabinets, shop equipment, vehicles, forklift, and other facilities and services that are required to operate an efficient and effective parts operation. This will also include desks and chairs. The City of Huntsville will provide the shelving and phone services.	✓	
16	The Contractor will exercise total control and responsibility for the facility. No one may enter the facility without the permission of the Contractor's management personnel. The Contractor will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.	✓	
17	During the term of the contract, the Contractor shall use the Parts Room exclusively for the performance of this contract and shall not use it for any other business, personal or other use.	✓	
18	The City shall not be responsible for any injuries, damage, or other loss to the Contractor or its employees, inventory, equipment, personal property or personnel located in the Parts Room.	✓	
	V. DELIVERABLES		
19	The Contractor shall provide comprehensive activity reports from its computer database when requested. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order may be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the Contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
20	The Contractor will invoice the City on a daily basis and include a copy of any invoice from the Contractor's supplier. The Contractor's invoice shall contain a complete account of all activity for that day, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or non-stock items as specified in the resulting contract. The City is not to be charged freight on parts available within a 50-mile radius of the Fleet Maintenance facility the part was ordered from, nor will premium prices be paid for stock parts resulting from the Contractor not adhering to an efficient and effective reorder plan.	✓	

Line Ref #	DETAILED REQUIREMENTS	Vendor Compliance	
		Yes	No
21	The City of Huntsville Fleet Department has implemented a Fleet Maintenance Software package (AssetWorks). AssetWorks currently uses a real-time parts request interface. The successful Bidder will be required to alter their parts integration process in order to comply with AssetWorks by the City of Huntsville Fleet Department. The integration and application of the software alterations shall be required to be approved by the City of Huntsville ITS Department.	✓	
	VI. WORK SCHEDULE		
22	The Current Hours of Operation for the Parts Room are: (These hours are subject to change by the City of Huntsville.) Monday thru Friday – 6:30am to 3:30pm Contractor's employees must be available to operate the facility in case of an emergency, to include weather events, deemed so by the City.	✓	
	VII. EXPERIENCE AND QUALIFICATIONS		
23	Bidder must provide a personnel roster that identifies each person that will actually work on the contract and provide the job title and resume for each.	✓	
24	Bidder must have at least five (5) years direct, on-site experience with municipal equipment to include: heavy, medium, light and outdoor power equipment.	✓	
25	Bidder must provide names of **all** current customers to whom your firm is providing comparable service.	✓	
26	Bidder must provide company name, contact person and phone number for three (3) references for whom your firm is currently providing comparable services.	✓	
27	Bidder must provide evidence of relationships with major suppliers and OEMs.	✓	
28	The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.	✓	
	VIII. VALUE ADDED SERVICES		
29	The Contractor will be required to make on-site hydraulic hoses and pricing shall be based on the components used to make the hose.	✓	
30	The Contractor shall provide training for use of new or current products to Fleet Maintenance personnel as deemed appropriate.	✓	
31	The Contractor may be required to sub-let off-site machine shop services as required or requested by the City of Huntsville. The cost will be mutually agreed upon in advance between the City and the Contractor.	✓	
32	The Contractor will be required to comply with the FTA (Federal Transit Administration) "Buy American" requirements, 49 CFR 661.11. (See Appendix G-Special Terms & Conditions)	✓	
	IX. CONTRACT PRICING		
33	Bidder must complete the Pricing Form to show the GPM percentage over the direct cost of the parts.	✓	
34	Bidder must provide the amount your firm will pay for the parts list in the attached form, "Price Paid by Bidder," which is part of the pricing evaluation. Do not include the GPM percentage that you bid in the price you provide for each part on this form.	✓	

APPENDIX F
BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: N-1

SECTION 1 - (80 Points):

I WILL PROVIDE THE PARTS AND SERVICES AS OUTLINED IN THIS IFB AT THE FOLLOWING GPM PERCENTAGE ABOVE MY COST ON PARTS:

I. Parts Invoiced to the Bidder at $.01 - $1,000 (69 points available)

14 % GPM

II. Parts Invoiced to the Bidder at $1,000.01 - $2,000 (6 points available)

19 % GPM

III. Parts Invoiced to the Bidder at $2,000.01 + (5 points available)

24 % GPM

APPENDIX F
BIDDER PRICING FORM
(Continued)

SECTION 2 - (20 Points):

See separate file attached in BidNet, Automotive and Equipment Parts Dispensing Service Section 2 Bidder Pricing Form 2022.xlsx. This form must be completed, signed and returned with the bid response.

Appendix F-Bidder Pricing Form must also be signed and submitted with bid response.

This Price Bid Form is hereby submitted by the undersigned:

Madison County Aut. Parts, Inc.
Printed legal name of Bidder

Wes Breland, Secretary and Treasurer
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

February 2, 2022
Date

Automotive Equipment Parts Dispensing Service
Section 2 - Bidder Pricing Form

PRICE PAID BY BIDDER - NO SUBSTITUTIONS							
Item #	Manufacturer	Part #	Description	Yearly Estimated Qty	Unit of Measure	Price Each	Extended Price
1	Bendix	800405	Purge Valve	40	Each	$73.99	$2,959.60
2	Meritor	KIT2252H2DA	Brake Pad	15	Each	$320.00	$4,800.00
3	Wagner	H4656	Head Lamp	25	Each	$4.70	$117.50
4	Bosch	41920	Wiper Blade	50	Each	$5.09	$254.50
5	Motorcraft	FL820S	Oil Filter	1500	Each	$3.09	$4,635.00
6	Motorcraft	FL500S	Oil Filter	1500	Each	$3.69	$5,535.00
7	Prestone	AS250	Washer Fluid	1500	Gallons	$2.29	$3,435.00
8	3M	8880	Brake Cleaner	120	Cans	$2.35	$282.00
9	Midland	046U836N	Brake Shoe Kit	100	Each	$41.16	$4,116.00
10	Trucklite	1050	2 1/2 LED Light	75	Each	$3.29	$246.75
11	Hiel	H063-0109	Prox Switch	40	Each	$60.54	$2,421.60
12	Kubota	K311118020	Deck Wheel	40	Each	$71.51	$2,860.40
13	New Holland	605529	Deck Belt	15	Each	$26.12	$391.80
14	Oregon	94055	Blade	50	Each	$13.42	$671.00
15	New Holland	9624450	R134A-HYD Fluid	60	Each	$32.15	$1,929.00
16	Ford Motorcraft	3W7Z2C026AB	Rotor	20	Each	$47.99	$959.80
17	Ford Motorcraft	2U2Z2V001ZA	Pad	40	Each	$41.12	$1,644.80
18	Ford Motorcraft	6W1Z2200AA	Pads	20	Each	$38.12	$762.40
19	Ford Motorcraft	3W1Z1125AB	Rotor	40	Each	$49.88	$1,995.20
20	Ford Motorcraft	3U2Z2V001BB	Pads	40	Each	$54.99	$2,199.60
21	Ford Motorcraft	GG1Z1125A	13-19 Interceptor Rotor	50	Each	$109.99	$5,499.50
22	Ford Motorcraft	DG1Z2001F	13-19 Interceptor Pad	50	Each	$69.60	$3,480.00
23	Ford Motorcraft	DG1Z2200B	13-19 Interceptor Pad	70	Each	$59.99	$4,199.30
24	Ford Motorcraft	DG1Z2C026A	13-19 Interceptor Rotor	50	Each	$81.10	$4,055.00
25	Ford Motorcraft	L1MZ2200F	2020 Interceptor Pad	50	Each	$99.00	$4,950.00
26	Ford Motorcraft	L1MZ2001G	2020 Interceptor Pad	50	Each	$125.00	$6,250.00
27	Ford Motorcraft	L1MZ1125C	2020 Interceptor Rotor	50	Each	$97.86	$4,893.00
28	Ford Motorcraft	L1MZ2C026A	2020 Interceptor Rotor	50	Each	$75.44	$3,772.00
29	AC Delco-Professional	65FLEET	Top Post Battery - 850 CCA	100	Each	$94.40	$9,440.00
30	AC Delco-Professional	65AGMHRC	AGM Top Post Battery - 850 CCA	100	Each	$71.51	$7,151.00
31	Motorcraft Fuel Filter	FD 4616	6.0 Ford Fuel Filter	50	Each	$34.51	$1,725.50
32	Motorcraft Fuel Filter	FD 4617	6.4 Ford Fuel Filter	50	Each	$34.51	$1,725.50
33	Motorcraft Oil Filter	FL 2016	6.0 - 6.4 Oil Filter	50	Each	$12.05	$602.50
34	Motorcraft	DG508	4.6 Ignition Coil	40	Each	$34.64	$1,385.60
35	Autolite Spark Plug	APP104	4.6 Ford Spark Plug	80	Each	$3.49	$279.20
36	Champion Spark Plug	7989	5.4 Ford Spark Plug	48	Each	$10.40	$499.20
37	Ford Wheel	7W7Z1007 C	17" 2007 - 2008 Crown Victoria Wheel	20	Each	$35.04	$700.80
38	Ford Wheel	DG1Z1015A	18" 2013 - 2019 Inerceptor Wheel	20	Each	$70.66	$1,413.20
39	Ford Wheel	LB5Z1015B	18" 2020 Police Interceptor Wheel	20	Each	$380.46	$7,609.20
40	Motorcraft	PM-22-GAL	Cetane Booster - Treats 1000 Gal.	10	Each	$26.13	$261.30
41	Motorcraft	PM-23-A	Cetane Booster - Treats 125 Gal.	10	Each	$4.10	$41.00
42	Heil Joystick	H031-6260	Joystick	15	Each	$702.42	$10,536.30
43	Heil	H372-5411	Arm	12	Each	$3,820.04	$45,840.48
44	Heil	H0315724012	Mac Valve	12	Each	$39.71	$476.52
45	Leece Neville	4962PA	Alt	15	Each	$1,197.35	$17,960.25
46	Detroit Radiator	FR51	Radiator	15	Each	$409.16	$6,137.40
47	Gunite	3600A	Drum	80	Each	$95.41	$7,632.80
48	Heil	219-2320	Pump	15	Each	$1,321.70	$19,825.50
49	Midland	GC4515TCR	Heavy Iron Shoe	148	Each	$39.12	$5,789.76
50	Heil	H093-2417SER	Grabber Finger	10	Each	$789.00	$7,890.00
51	Bendix	65225	Air Dryer	30	Each	$214.50	$6,435.00
52	Grote	77811	LED Strobe	30	Each	$97.41	$2,922.30
53	Bendix	801481	ABS Valve	30	Each	$142.10	$4,263.00
54	International	5010657R92	Injector	36	Each	$202.12	$7,276.32
55	Cummins	4387304RX	Doser Pump	7	Each	$841.52	$5,890.64
56	Cummins	2CU-3798339RX	Turbo	7	Each	$3,399.00	$23,793.00
57	Cummins	2CU-5496045RX	Turbo Actuator	10	Each	$1,133.11	$11,331.10
58	Cummins	CV52001-0	Crankcase Filter	15	Each	$67.95	$1,019.25
59	Kenworth	3799344	Hood Latch	20	Each	$65.19	$1,303.80
60	International	3514596C91	Power Steering Pump	10	Each	$272.91	$2,729.10
61	Gates	2/B88	Belt	25	Each	$36.65	$916.25
62	Thermo King	780941	Belt	25	Each	$78.50	$1,962.50
63	Detroit	23530573	Oil Filter	50	Each	$17.09	$854.50
64	Eldorado	260650	Heater Valve	15	Each	$39.12	$586.80
65	Heil	H0223509	Tailgate Seal	20	Each	$39.50	$790.00
66	PACMAC	KB-3918	Rotator	2	Each	$5,555.00	$11,110.00

Automotive Equipment Parts Dispensing Service
Section 2 - Bidder Pricing Form

67	PACMAC	KB-4011	Tube Assembly	12	Each	$136.72	$1,640.64
68	PACMAC	KB-9184	Outrigger Assembly	2	Each	$3,751.16	$7,502.32
69	Hawk	500135	Main Boom Cylinder	3	Each	$3,256.44	$9,769.32
70	Hawk	500134	Tip Boom Cylinder	3	Each	$2,096.28	$6,288.84
71	Hawk	5004980	Grapple Assembly	1	Each	$14,446.66	$14,446.66
72	Wayne	WO002014802WC	Sweep Cylinder	2	Each	$1,283.85	$2,567.70
73	Wayne	WO002014902WC	Packing Cylinder	2	Each	$1,278.96	$2,557.92
74	Pro-Patch	MC224DSCH160	Agitator Shaft	2	Each	$421.23	$842.46
75	Pro-Patch	MC261PMS	Tack Pump	2	Each	$1,286.41	$2,572.82
76	Heil	272-9047SER	Packer Follower Assymbly	2	Each	$7,395.17	$14,790.34
77	Heil	093-2972	Tri-Cuff Grabbers	4	Each	$2,200.54	$8,802.16
78	Heil	093-2941SER	H Beam	3	Each	$2,999.49	$8,998.47
79	Heil	031-5724-012	Mac Valve	12	Each	$39.71	$476.52
80	Bobcat	7277043	18 IN Rubber Track	2	Each	$1,940.00	$3,880.00
81	Schwarze	20750	Gutter Broom	20	Each	$150.00	$3,000.00
82	Schwarze	64522	E-Stop Push Button	4	Each	$73.62	$294.48
83	WIX	33936	Fuel Filter	50	Each	$12.62	$631.00
84	Kawasaki	FX850V-S00-S	27hp Engine	10	Each	$1,919.00	$19,190.00
85	Pierce	PRC3144182-0	Alternator	5	Each	$3,142.05	$15,710.25
						Grand Total:	**$441,384.22**

This Price Bid Form is hereby submitted by the undersigned:

Madison County Auto Parts, Inc.
Printed legal name of Bidder

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

Signature

February 2, 2022
Date

APPENDIX G
SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.

2. **PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. Dot Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

3. **ACCESS TO RECORDS AND REPORTS** –
   1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
   2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
   3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. **FEDERAL REQUIREMENT CHANGES** – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. **DISADVANTAGED BUSINESS ENTERPRISE** – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

7. CIVIL RIGHTS - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. ENERGY CONSERVATION – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

9. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
3) Use forced labor in the performance of the contract or sub-contracts.

10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. _____ Signature of Contractor's Authorized Official
II. Wes Breland, Secretary/Treasurer Name and Title of Contractor's Authorized Official
III. February 2, 2022 Date

11. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
   I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
   II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
   III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

12. ADA ACCESS –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

13. SAFETY SENSITIVE INFORMATION – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, "sensitive security information" made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

14. TERMINATION PROVISIONS – ***(Applicable to contracts exceeding $10,000).*** **The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.**

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within

[ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

15. DEBARMENT AND SUSPENSION *(Applicable to Procurements Exceeding $25,000)* - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov , and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1) Debarred from participation in any federally assisted Award;
2) Suspended from participation in any federally assisted Award;
3) Proposed for debarment from participation in any federally assisted Award;
4) Declared ineligible to participate in any federally assisted Award;
5) Voluntarily excluded from participation in any federally assisted Award; or
6) Disqualified from participation in ay federally assisted Award

16. LOBBYING AND CERTIFICATION DISCLOSURE *(Applicable to Procurements Equal to or Exceeding $100,000)* - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I. W-Breland
Signature of Contractor's Authorized Official

II. Wes Breland, Secretary/Treasurer
Name and Title of Contractor's Authorized Official

III. February 2, 2022
Date

17. BUY AMERICA FOR STEEL, IRON, AND MANUFACTURED PRODUCTS *(Applicable to Non-Rolling Stock Procurements Exceeding $150,000)* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

1) **Certificate of Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

I. Date February 2, 2022
II. Signature W-Breland
III. Company Name Madison County Auto Parts, Inc.
IV. Printed Name Wes Breland
V. Title Secretary and Treasurer

2) **Certificate of Non-Compliance with Buy** America Requirements - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2),as amended, and the applicable 49 C.F.R. 661.7.

I. Date _____
II. Signature _____
III. Company Name _____
IV. Printed Name _____
V. Title _____

18. BREACHES AND DISPUTE RESOLUTION *(Applicable to Procurements Exceeding $250,000)*

1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to

offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide be the decision.

2) Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
4) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
5) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City of Huntsville, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Procurements Exceeding $150,000)* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
2) Refrain from using any violating facilities,
3) Report violations to FTA and the Regional U.S. EPA Office, and
4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
5) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. STATE and LOCAL LAW DISCLAIMER - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

21. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Scott Freeman, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, Madison County Auto Parts **, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

Madison County Auto Parts, Inc.
Legal Name of Firm

Signature of Bidder

Wes Breland
Print or Type Name of Bidder

February 2, 2022
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Madison County Auto Parts, Inc
- City of Huntsville current taxpayer identification number (if available): 51687 Lic # 322592 (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: 375-166 AL
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: W-Breland Title (if applicable): Secretary/Treasurer

Type or legibly write name: Wes Breland Date: February 2, 2022

Alabama Secretary of State

Madison County Auto Parts, Inc.	
Entity ID Number	000 - 375 - 166
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Marshall County
Formation Date	10/20/2016
Registered Agent Name	BRELAND, HOWARD S
Registered Office Street Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Registered Office Mailing Address	2411 C JORDAN LANE HUNTSVILLE, AL 35816
Nature of Business	WHOLESALE/RETAIL SALES OF AUTO PARTS AND SUPPLIES
Capital Authorized	3000 @ $100. PV
Capital Paid In	
Directors	
Director Name	BRELAND, HOWARD STEVEN
Director Street Address	115 STARGATE DRIVE MADISON, AL 35758
Director Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
Director Name	BRELAND, WESLEY STEVEN
Director Street Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Mailing Address	104 JONES VALLEY DRIVE SE HUNTSVILLE, AL 35802
Director Name	DOUGLAS, RICKY JOE
Director Street Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
Director Mailing Address	1161 NEW MARKET ROAD NEW MARKET, AL 35761
Incorporators	
Incorporator Name	BRELAND, HOWARD S
Incorporator Street Address	115 STARGATE DRIVE MADISON, AL 35758

Madison County Auto Parts, Inc.	
Incorporator Mailing Address	115 STARGATE DRIVE MADISON, AL 35758
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2017 2018 2019 2020 2021
Transactions	
Transaction Date Miscellaneous Filing Entry	10/31/2016 New Entity Effective 10-20-2016 15:13
Scanned Documents	
Document Date / Type / Pages	10/31/2016 Certificate of Formation 7 pgs.

Browse Results New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Madison County Auto Parts, Inc.

Doing-Business-As Name of Proposer:

NAPA Auto Parts

Principal Office Address:

2411 Jordan Ln NW Suite C
Huntsville, AL 35816

Telephone Number: 256 726 0538

Fax Number: 256 937 7629

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

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: October 20, 2016
Location of incorporation: Huntsville, AL
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Steve Breland - President
Ricky Douglas - Vice President
Wes Breland - Secretary / Treasurer

Partnership Statement

If a partnership, answer the following:
Date of organization:
Location of organization:

The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

_____

_____

_____

_____

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended,

any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

W-Breland
Signature of Proposer

Wes Breland
Print or Type Name of Proposer

February 2, 2022
Date

Code

Madison County Auto Parts, Inc.
Legal Name of Firm

P.O. Box 18276
Mailing Address

Huntsville AL 35804
City State Zip

(256) 651-3300 (256) 937-7629
Phone Fax

wesbreland@madisoncountyautoparts.com
Email Address

www.napaonline.com
Website Address

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent LeCroy CPA Group, PC	
Name (Please Type or Print) MaryAnn Anderson	Title
Signature Electronically Signed	Date December 06, 2016
Department of Homeland Security – Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Madison County Auto Parts, Inc.
Company Facility Address	2411 C Jordan Lane Huntsville, AL 35816
Company Alternate Address	
County or Parish	Madison
Employer Identification Number	81-4218574
North American Industry Classification Systems Code	Motor Vehicle And Parts Dealers (441)
Parent Company	
Number of Employees	10 to 19
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:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Howard S Breland
Phone Number	(256) 683-7701
Fax Number	
Email Address	stevebreland@madisoncountyautoparts.com

4. HOLDING OVER:

In the absence of any written agreement to the contrary, if the Contractor should remain in occupancy of the premises after the expiration of the lease term, the Contractor shall so remain as a tenant from month to month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect.

5. USE OF PREMISES:

The premises shall be used and occupied by the Contractor to provide Automotive and Equipment Parts Dispensing Services to the City of Huntsville. The Contractor shall at all times fully and promptly comply with all law, ordinances, (all City owned facilities and vehicles are smoke-free) orders, and regulations of any lawful governmental authority having jurisdiction over said Premises. The Contractor shall receive mail from the United States Postal Service from the mailbox located at 4203 E. Schrimsher Lane, Huntsville, Alabama 35805.

6. PARKING:

The City will provide parking for the Contractor's employees occupying the premises at 2739 Johnson Road and 3242 Leeman Ferry Road, Huntsville, Alabama.

7. INSURANCE:

The Contractor shall add the City of Huntsville to its premises liability insurance as a named insured in accordance with the insurance requirements outlined in Appendix A. The Contractor shall furnish the City with a Certificate of Insurance showing the City of Huntsville as a named insured.

8. MAINTENANCE AND REPAIRS:

The City shall maintain the premises in good condition, to include the building envelope, roof, air conditioning and heat machinery equipment and will do all repairs, modifications, and replacements which may be required by applicable laws or ordinances.

9. ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, EQUIPMENT, AND FIXTURE INSTALLATION:

The Contractor shall be allowed to install telephone lines, and to make superficial modifications to the premises (such as painting) during the term of the Lease agreement if the Contractor elects to do so. All such installations and modifications must be in accordance with Health Department regulations. The Contractor will provide any equipment necessary for containment, storage, or shelving of inventory, or equipment needed by the Contractor in order to conduct business with The City of Huntsville. Any other additions, modifications, (including electrical and plumbing modifications, alterations, or improvements to the interior) shall not be performed without the prior consent of the City. Such improvements will become the property of the City of Huntsville.

10. PAYMENT OF UTILITIES AND SERVICES:

The City will promptly pay, when due, all utilities and any applicable taxes levied upon or assessed against the Premises during the term of this lease.

11. ACCESS TO PREMISES:

The Contractor shall have access to the premises 24 hours a day, 7 days a week.

12. ASSIGNMENTS OR SUBLETTING:

The Contractor may not assign, sublet, or transfer the Premises or any portion thereof.

13. TERMINATION FOR CAUSE OR CONVENIENCE

If the City of Huntsville determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City of Huntsville may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work. The City of Huntsville reserves the right to buy all, or part, of the vendor's inventory on City premises at the vendor's cost if the termination should occur.

Inasmuch as the parties' intent is that this lease agreement mirrors the term of the primary contract awarded pursuant to Invitation for Bid# 29-2022-54-1, any termination of the contract shall be considered an automatic termination of this lease agreement.

The City of Huntsville reserves the right to cancel this contract without cause giving a thirty-day written notice.

IN WITNESS WHEREOF, the parties hereto have entered into this lease agreement on the _____day of _____, 2022.

City of Huntsville, Alabama,
A Municipal Corporation

DATE: _____

By: _____
Mayor Tommy Battle

ATTEST:

BY: _____
Kenneth Benion
Clerk Treasurer

Awarded Contractor

DATE: _____

By: _____
(Awarded Bidder)

ATTEST:

BY: _____

Wes Breland
Secretary/Treasuner
Madison County Auto Parts

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in the 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 instrument, and who are known to me, acknowledge 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: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in the State, hereby certify that _____ whose name as _____of _____, is signed to the foregoing instrument, and who is known to me, acknowledge 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: _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0146

Department: Finance

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

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

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22 - _____

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

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

(a) It is necessary, desirable, and in the public interest that the City finance the costs of designing, developing, constructing, acquiring, installing, and equipping various public capital improvements to the public civic center within the City known as "Von Braun Center" consisting of, among other things, (i) renovations and improvements to North Hall and to The Playhouse theater, (ii) various improvements to and equipment for entrances, exterior and interior areas of Von Braun Center, (iii) improvements to the ice arena and other internal areas, and (iv) parking, utility, and various other infrastructure improvements at or respecting Von Braun Center (collectively, the "2022 VBC Public Improvements"); and

(b) It is expected that the City will issue one or more series of tax-exempt general obligation warrants (collectively, the "Warrants") expected to aggregate not more than approximately $9,000,000 in principal amount, to pay the costs of the 2022 VBC Public Improvements; and

(c) The City expects to incur certain costs to be paid out of the General Fund of the City (the main operating fund of the City) in connection with the acquisition, design, development, construction, installation, and equipping of the 2022 VBC Public Improvements prior to the issuance of the Warrants, and it is intended that the City allocate proceeds of the Warrants to reimburse the City for certain of the costs incurred in connection with acquiring, designing, developing, constructing, installing and equipping the 2022 VBC Public Improvements paid prior to the issuance of the Warrants.

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

RESOLUTION NO. 22 - _____

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0147

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a Detention Facilities Maintenance Agreement between the City of Huntsville and HSV CHASE SPE, L.L.C.

Resolution No.

Finance Information:

Account Number: Agreement is at no cost to the city.

City Obligation Amount: N/A

Total Obligation: N/A

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Stormwater Detention Facility Maintenance Agreement between HSV CHASE SPE, LLC, and the City requiring HSV CHASE SPE, LLC, to maintain the stormwater detention/retention facility at The Villages at Chase Creek located at 1994 U.S. HWY 72 East. Agreement is at no cost to the City.

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 HSV CHASE SPE, L.L.C., and related improvements, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Detention Facilities Maintenance Agreement between the City of Huntsville and HSV CHASE SPE, L.L.C.," consisting of a total of six (6) pages plus two (2) additional pages including Exhibit "A", and the date of February 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 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

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 HSV CHASE SPE, L.L.C., and related improvements, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Detention Facilities Maintenance Agreement between the City of Huntsville and HSV CHASE SPE, L.L.C.," consisting of a total of six (6) pages plus two (2) additional pages including Exhibit "A", and the date of February 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 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)
)
COUNTY OF MADISON)

DETENTION FACILITIES
MAINTENANCE AGREEMENT

This Detention Facilities Maintenance Agreement ("Agreement"), made and entered as of the 24th day of February, 2022 by and between HSV CHASE SPE, LLC, a Tennessee limited liability company (the "Owner") and The City of Huntsville, Alabama (the "City").

WITNESSETH:

WHEREAS, Owner is the owner of that certain tract of land in Madison County, Alabama, more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Owner Property") upon which Owner intends to construct a mixed use apartment complex and related improvements known as the Villages at Chase Creek (the "Development"); and

WHEREAS, Owner has submitted plans (the "Plans") to the City as a part of Owner's permitting process for construction of the Development, which plans evidence that Owner shall construct certain stormwater detention and retention facilities, which may include but not be limited to swales, berms, pipes, and related appurtenances, upon the Owner Property (the "Detention Facilities"); and

WHEREAS, the City has requested that Owner enter into this Agreement to provide for the maintenance of the Detention Facilities;

NOW, THEREFORE, for Ten and 00/100 Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Maintenance and Detention Facilities. Owner agrees to construct the Detention Facilities in accordance with the Plans, except as the same may be modified with the consent of the City, and to maintain the Detention Facilities in good working order acceptable to the City Engineering Department. Upon Owner's failure to perform such maintenance obligations, the City shall have the right but not the obligation to perform the same pursuant to the easement granted in Section 2 below and shall have the right to receive reimbursement from Owner for the costs of such maintenance as set forth in Section 3 below.

2. Grant of Easement. Owner does hereby grant, bargain, sell and convey unto the City, its successors and assigns, a permanent and perpetual, non-exclusive easement in

President of the City Council
of the City of Huntsville, Alabama
Date: February 24, 2022

and to that portion of the Owner Property as may be required for the City to perform inspection of the Detention Facilities whenever deemed necessary and to perform maintenance of the Detention Facilities if at any time Owner, after notice and opportunity to cure if notice and opportunity to cure are required as set forth in Section 5 hereof, fails to maintain the Detention Facilities in accordance with Section 1 hereof; provided, however, that in the exercise of such easement rights, the City shall use its best efforts to minimize any disruption to Owner's Development.

3. Maintenance Costs. In the event Owner, after notice and opportunity to cure if notice and opportunity to cure are required as set forth in Section 5 hereof, fails to perform its maintenance obligations pursuant to Section 1 hereof and the City performs such maintenance of the Detention Facilities after such failure, Owner agrees to promptly reimburse the City for all reasonable costs incurred by the City in maintaining the Detention Facilities.

4. Indemnity/Liability. Owner hereby agrees to indemnify and hold harmless and does indemnify and hold harmless the City, its successors and assigns, and their respective present and future officials, officers, boards, commissions, employees, agents, attorneys, contractors, and subcontractors from and against any and all claims, actions, judgments, damages, fines, costs, liabilities, interest or losses (including reasonable attorneys' fees and expenses and court costs and fees), together with all costs and expenses of any kind or nature, which arise directly or indirectly from Owner's intentional or negligent acts, either sole or concurrent, with respect to the use or maintenance of the Detention Facilities and any other obligations imposed upon the Owner under the terms of this Agreement (including the intentional or negligent acts, either sole or concurrent, of Owner's employees, agents, contractors, subcontractors, tenants, subtenants, invitees, licensees, transferees, successors and assigns).

In no event shall the City, its successors and assigns, and their respective present and future officials, officers, boards, commissions, employees, agents, attorneys, contractors, and subcontractors (collectively referred to hereafter for purposes of this paragraph as "City") be liable to the Owner, its employees, agents, contractors, subcontractors, tenants, subtenants, invitees, licensees, transferees, successors and assigns, for any act or omission of the City in the event the City performs the maintenance obligations imposed on the Owner under the terms of this Agreement and Owner shall indemnify and hold harmless the City for same in accordance with the provisions of this paragraph 4.

Nothing contained in this paragraph 4 shall be construed as a waiver of any immunity of statutory protection of the City and no third party may expand any recovery against the City due to the Owner's duty of indemnification.

5. Notice and Cure. Notwithstanding anything to the contrary contained herein, the City shall not exercise any of its rights pursuant to Section 2 or Section 3 above until the City has provided written notice of Owner's failure to perform its obligations hereunder as set forth herein and Owner has had thirty (30) days in which to cure such failure; provided, however, in the event there is an immediate threat to the health or safety of the public or to

public property, then the City shall not be required to give Owner notice or an opportunity to cure. All notices and communications required, necessary or desired to be given to Owner pursuant to this Agreement, including a change of address for purposes of such notices and communications, shall be in writing and shall be given by personal delivery, overnight commercial courier, facsimile transmission or by United States mail, certified, return receipt requested, postage prepaid and addressed as follows:

OWNER: HSV CHASE SPE, LLC,
a Tennessee limited liability company
624 Band Drive
Franklin, TN 37064
TELEPHONE: (615) 487-2373
FAX: (615) 468-1554

or to the then-current owner of the Owner Property, as recorded in the County Tax Assessors Office where the property lies.

6. Representations. Each party represents and warrants that it has the full right, power and authority to enter into, execute and deliver this Agreement and to convey the aforesaid easements and related rights and to be bound hereby and hereto.

7. Estoppel Certificate. The City agrees that it will, within sixty (60) days of receipt of written request by Owner, execute and deliver any estoppel certificate reasonably requested by Owner, for the benefit of Owner's mortgagee or prospective assigns, certifying that, to the best of the City's knowledge, information and belief, no amounts are due and owing under this Agreement and the Owner is in compliance with all of its obligations hereunder. Such written request shall be sent by personal delivery, overnight commercial carrier, or by U.S. Mail, certified, return receipt requested, postage prepaid and addressed as follows:

City Engineer
City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801

With a copy to:

City Attorney
City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

8. Non-Waiver. Failure of the City to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the City shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

9. Successors and Assigns. This Agreement is a covenant running with the land/Owner Property and shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not.

10. Choice of Law. Any and all disputes arising out of this agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. All actions related to the validity, construction, interpretation and enforcement of this agreement shall be instituted and litigated in the courts of Alabama. Owner submits to the jurisdiction of the courts of Alabama located in Madison County, Alabama.

11 Entire Agreement. This Agreement contains the sole and entire agreement of the parties with respect to matters contemplated hereunder, and no representations, inducement, promise or agreement, oral or written, between Owner and the City and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by Owner and the City.

12. Running With Land. The easement contained herein shall run with the land as a burden to the Owner Property, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not.

13. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and delivered as of the date first above written.

OWNER:

HSV CHASE SPE, LLC,
a Tennessee limited liability company

By: JPG PARTNERS, LLC, its Manager

By:_____
Name: Paul V. Van Hoesen
Its: Managing Member

By:_____
Name: Jeffrey C. Tallman
Its: Managing Member

[Signatures continued on following page]

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared, Paul V. Van Hoesen and Jeffrey C. Tallman, whose names as the managing members of JPG PARTNERS, LLC, as manager of HSV Chase SPE, LLC, a Tennessee limited liability company, are signed to the foregoing Detention Facilities Maintenance Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Detention Facilities Maintenance Agreement, they, as such managing members of such manager, and with full authority, executed the same voluntarily for and as the act of each such limited liability company, as the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2022.

_____
Notary Public
My Commission expires:_____

CITY:

THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

ATTEST:

_____
Kenneth Benion
City Clerk-Treasurer

[Signatures continued on following page]

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, and Kenneth Benion, whose name as Clerk-Treasurer of the City of Huntsville, Alabama, are signed to the foregoing Detention Facilities Maintenance Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Detention Facilities Maintenance Agreement, they, as such _____ and with full authority executed the same voluntarily for and as the act of said City of Huntsville, Alabama as the day the same bears date.

GIVEN under my hand and seal this _____ day of _____, 2022.

_____
Notary Public
My Commission expires:_____

This instrument prepared by:

Chad W. Ayres
Wilmer & Lee, P.A.
100 Washington Street, Suite 100
Huntsville, AL 35801

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 1 OF THE FINAL PLAT OF THE VILLAGES AT CHASE CREEK AS SAME IS FILED IN PLAT BOOK _____ AT PAGE _____ IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY ALABAMA.

THE ABOVE DESCRIBED PROPERTY BEING ONE AND THE SAME AS THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE A MAG-NAIL FOUND IN OLD GURLEY PIKE, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 16, THENCE NORTH 01 DEGREES 01 MINUTES 30 SECONDS EAST A DISTANCE OF 30.00 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE, FROM THE POINT OF BEGINNING NORTH 88 DEGREES 44 MINUTES 23 SECONDS WEST A DISTANCE OF 1339.29 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS" ON THE EAST BOUNDARY OF THAT PROPERTY DESCRIBED IN DEED BOOK 869, PAGE 954 RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA;

THENCE NORTH 01 DEGREES 05 MINUTES 38 SECONDS EAST AND ALONG THE SAID EAST BOUNDARY A DISTANCE OF 526.32 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS";

THENCE SOUTH 84 DEGREES 25 MINUTES 05 SECONDS EAST A DISTANCE OF 450.96 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS";

THENCE NORTH 05 DEGREES 34 MINUTES 55 SECONDS EAST A DISTANCE OF 200.00 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS" ON THE SOUTH MARGIN OF A 160 FOOT RIGHT-OF-WAY FOR U.S. HIGHWAY NUMBER 72 EAST;

THENCE SOUTH 84 DEGREES 25 MINUTES 05 SECONDS EAST AND ALONG THE SAID SOUTH MARGIN A DISTANCE OF 50.00 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS";

THENCE SOUTH 05 DEGREES 34 MINUTES 55 SECONDS WEST AND LEAVING THE SAID SOUTH MARGIN A DISTANCE OF 200.00 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS";

THENCE SOUTH 84 DEGREES 25 MINUTES 05 SECONDS EAST A DISTANCE OF 464.40 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS";

THENCE NORTH 05 DEGREES 27 MINUTES 51 SECONDS EAST A DISTANCE OF 200.00 FEET TO A ½" REBAR SET AND CAPPED "JWK&A CA-1098-LS" ON THE SOUTH MARGIN OF SAID HIGHWAY 72;

THENCE SOUTH 84 DEGREES 25 MINUTES 05 SECONDS EAST A DISTANCE OF 362.01 FEET TO A 5/8" REBAR FOUND;

THENCE SOUTH 01 DEGREES 00 MINUTES 30 SECONDS WEST, AND ALONG THE WEST BOUNDARY OF LOT 1 OF A RE-SUBDIVISION OF LOT 2-A OF A RE-SUBDIVISION OF LOT 2 CHASE PARK SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2004-527480 RECORDED IN SAID PROBATE JUDGES OFFICE, A DISTANCE OF 635.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.86 ACRES, MORE OR LESS.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0148

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and OMI, Inc., for Environmental Site Assessment Studies for Resolute Way I-565 Interchange, Project No. 71-22-SP16.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524000-BUDGET01

City Obligation Amount: $42,989.23

Total Obligation: $42,989.23

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:

Contract with OMI to perform engineering studies for the Resolute Way Interchange project to assist Redstone Arsenal with an environmental assessment of the project area near I-565 and Exit 14. Environmental Site Assessment Studies in a lump sum amount of $42,989.23. Account No. 3080-71-00000-524000-BUDGET01.

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 OMI, Inc., in the total amount of FORTY-TWO THOUSAND NINE HUNDRED EIGHTY-NINE THOUSAND AND .23/100 DOLLARS ($42,989.23) for Environmental Site Assessment Services for Resolute Way I-565 Interchange, Project No. 71-22-SP16, 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 OMI, Inc., for Environmental Site Assessment Services for Resolute Way I-565 Interchange, Project No. 71-22-SP16," consisting of a total of seventeen (17) pages plus thirty (30) additional pages consisting of Attachments 1-15, and the date of February 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 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

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 OMI, Inc., in the total amount of FORTY-TWO THOUSAND NINE HUNDRED EIGHTY-NINE THOUSAND AND .23/100 DOLLARS ($42,989.23) for Environmental Site Assessment Services for Resolute Way I-565 Interchange, Project No. 71-22-SP16, 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 OMI, Inc., for Environmental Site Assessment Services for Resolute Way I-565 Interchange, Project No. 71-22-SP16," consisting of a total of seventeen (17) pages plus thirty (30) additional pages consisting of Attachments 1-15, and the date of February 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 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

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

OMI, INC.

FOR

ENVIRONMENTAL SITE ASSESSMENT SERVICES

FOR

RESOLUTE WAY I-565 INTERCHANGE

Project No. 71-22-SP16
February 24, 2022

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

TABLE OF CONTENTS

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER.....
ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER.....
ARTICLE 3 - OMITTED.....
ARTICLE 4 - ADDITIONAL SERVICES.....
ARTICLE 5 - RESPONSIBILITIES OF OWNER.....
ARTICLE 6 - PERIOD OF SERVICES.....
ARTICLE 7 - PAYMENT TO THE ENGINEER.....
ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....
ARTICLE 9 - GENERAL CONSIDERATIONS.....
ARTICLE 10 - INDEMNITY AND INSURANCE.....
ARTICLE 11 - MISCELLANEOUS PROVISIONS.....
ATTACHMENT 1 - SCOPE OF SERVICES.....
ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM
ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES
ATTACHMENT 4 - OMITTED.....
ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE.....
ATTACHMENT 6 - PROGRESS REPORT.....
ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER.....
ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST.....
ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS.....
ATTACHMENT 10 –UTILITY PROJECT NOTIFICATION FORM.....
ATTACHMENT 11 – SAMPLE STANDARD DRAWING FORMAT.....
ATTACHMENT 12 – ROW SUBMITTAL.....
ATTACHMENT 13 – U.S. NATIONAL MAP ACCURACY STANDARDS.....
ATTACHMENT 14 – REAL ESTATE PLAN REQUIREMENTS.....
ATTACHMENT 15 – GIS BASE MAP.....

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
OMI, INC.
FOR
ENVIRONMENTAL SITE ASSESSMENT
FOR
RESOLUTE WAY I-565 INTERCHANGE

Project I.D Number 71-22-SP16

THIS AGREEMENT made as of the 24th day of February in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and OMI, 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 Environmental Site Assessment Services for Resolute Way I-565 Interchange, 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 Environmental Site Assessment for Resolute Way I-565 Interchange.

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 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.

2.4 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.

2.5 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

2.6 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

ARTICLE 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 expert witness services and other services arising out of claims.

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 review 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 February 25, 2022. The final completion date for the completion of design services outlined in Article 2 shall be June 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 a Lump Sum Total Amount of FORTY-TWO THOUSAND NINE HUNDRED EIGHTY-NINE THOUSAND AND .23/100 DOLLARS ($42,989.23) for Environmental Site Assessment Services. 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.

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

Environmental Site Assessment Services – Lump Sum Amount of	$42,989.23
TOTAL CONTRACT AMOUNT:	$42,989.23

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. 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 administration of 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 SUCCESSORS AND ASSIGNS

OWNER and ENGINEER 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 ENGINEER 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 ENGINEER.

9.6 CHANGES

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

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

9.7 ENGINEER'S RECORDS

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

9.8 SEAL ON DOCUMENTS

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

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

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

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

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.10 ESTIMATE OF CONSTRUCTION COST

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

9.11 TERMINATION FOR CAUSE

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

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance

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

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

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice 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 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 and must be an original signature. Certificates signed using digital signatures will not be accepted. 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.

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 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.

11.10 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 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 subconsultants 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:
OMI, INC.

BY: _____
Keith Mandel

TITLE: 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 Letter dated February 11, 2022, from Jesse Wheat, Sharon Thompson and Keith Mandel to Kathy Martin and attachments).

OMI, Inc.

February 11, 2022

City of Huntsville
Engineering Department
320 Fountain Circle
Huntsville, Alabama 35801

ATTN: Ms. Kathy Martin, P.E., City Engineer

SUBJECT: Proposal for NEPA Environmental Assessment Studies
Proposed Resolute Way I-565 Interchange
Huntsville, Madison County, Alabama
OMI Proposal No. P-6333B

Ladies and Gentlemen:

OMI, Inc. (OMI) is pleased to present this proposal to provide individual National Environmental Policy Act (NEPA) Environmental Assessment (EA) studies, for inclusion in an EA that is being prepared by the U.S Army Garrison- Redstone Arsenal (RSA) for the project (hereinafter referred to as project or proposed action). Preparatory to this proposal, Ms. Sharon Thompson and Mr. Keith Mandel of OMI discussed the project with Ms. Kathy Martin and Mr. Alan Clements, of the City of Huntsville (COH). This proposal documents our understanding of the project and defines the scope of services, completion schedule, limitations, cost estimate, and authorization procedures.

PROJECT INFORMATION

The RSA and the COH have proposed construction of a new highway interchange on Interstate 565 (I-565) for access to the Redstone Gateway Enhanced Use Lease (EUL) development on RSA. As a federal undertaking involving a federal highway and multiple federal agencies, including the US Department of the Army and the Federal Highway Administration (FHWA), the proposed action is subject to compliance with the National Environmental Policy Act (NEPA) of 1969, as amended, and Section 106 of the National Historic Preservation Act (NHPA). The RSA has been identified as the

lead federal agency for the NEPA process for the proposed action; and, therefore, has lead responsibility.

SCOPE OF SERVICES

An EA is used as a screening document to determine whether an agency must prepare an Environmental Impact Statement (EIS) or make a Finding of No Significant Impact (FONSI). It is OMI's understanding that individual studies are needed to support the Human Environmental Impact Summary portion of the EA being prepared by RSA for areas outside of RSA boundaries. More specifically, OMI will examine and evaluate the potential environmental impacts to the following:

- Right-of-way;
- Relocations;
- Prime and unique farmlands;
- Community cohesion;
- Visual or aesthetic impact; and,
- Environmental Justice (EJ) and Title VI.

Due to the nature of the project, and unless otherwise directed, OMI will utilize the Federal Highway Administration and the Alabama Department of Environmental Management general guidelines for assessing the proposed action's potential environmental impacts.

Additionally, OMI will contract with Tennessee Valley Archaeological Research (TVAR) to perform the Phase I Cultural Resources Survey as outlined in the attached Statement of Work, dated September 28, 2020. See also the attached corresponding TVAR proposal, dated September 14, 2021.

OMI anticipates several in-person or virtual meetings with governmental agencies and other stakeholders during the course of this study.

OMI will also correspond with the COH on a regular basis to discuss the status and findings to date regarding the project.

At the completion of our work, a written report will be prepared and submitted to the COH summarizing the procedures, findings, and conclusions.

SCHEDULE

Based on our present schedule, OMI anticipates this work can be completed and a draft report of findings submitted within 90 business days of receiving written authorization to proceed. Should significant environmental concerns or unforeseen circumstances that would affect this schedule arise, you will be contacted immediately. Completion of this study in a timely manner is contingent upon timely response from applicable agencies.

LIMITATIONS

OMI assumes only a build alternative is to be considered for this scope of work.

OMI understands RSA is utilizing a previous noise study and a hazardous materials expert relative to the noise and hazardous materials impacts.

OMI assumes there will be no impacts to recreation areas to be evaluated as part of this scope of services.

OMI will interface with the necessary regulatory agencies.

OMI understands RSA and the COH are only requesting assistance with the scope of services listed above and we are not responsible for studies regarding other potential impacts to the environment.

Project design drawings and calculations will be provided by the COH.

The COH will provide existing data regarding right-of-way and/or relocation studies and will work with OMI to obtain additional data if needed.

Specific right-of-way and/or relocation studies and/or other activities, beyond the general requirements to assess the listed potential impacts to the environment will be considered beyond this scope of services.

Any additional services, required or requested, will be considered beyond this scope of services.

COST ESTIMATE

The table below summarizes the estimated fees to complete the outlined scope of services.

ENVIRONMENTAL	
Principal Engineer- 24 hours @ $190 per hour	$4,560.00
Sr. Environmental Scientist, Geologist - 60 hours @ $130 per hour	$7,800.00
Environmental Scientist - 120 hours @ $90 per hour	$10,800.00
CAD Operator – 40 hours @ $63 per hour	$2,520.00
Clerical- 24 hours @ $55.00 per hour	$1,320.00
Misc. Expenses (Cost plus 5%)	$1,417.50

ENVIRONMENTAL	
Sub Total	**$28,417.50**
Archeology Phase I Survey (Cost plus 5%)	$14,571.73
Grand Total	**$42,989.23**

OMI will not modify our scope of work or exceed this budget without your prior approval.

AUTHORIZATION

To authorize OMI to provide these services, please execute and return the attached Work Authorization Sheet. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this proposal.

City of Huntsville
OMI Proposal Number: P-6333B
February 11, 2022
Page 6

* * * * *

OMI appreciates the opportunity to provide these services to the City of Huntsville. Please direct any questions regarding this letter to the undersigned.

Respectfully submitted,

OMI, Inc.

Jesse J. Wheat, P.G.
Staff Geologist

Sharon G. Thompson, CPESC
Senior Environmental Scientist

Keith J. Mandel, P.E.
Senior Engineer

Attachments: Exhibit A Resolute Way Project Limits for NEPA Studies
Statement of Work for Phase I Cultural Resources Survey Resolute Way I-565 Interchange, Huntsville, Madison County, Alabama, dated September 28, 2020
TVAR Proposal for a Cultural Resources Survey Resolute Way I-565 Interchange, Huntsville, Madison County, Alabama, dated September 14, 2021
General Conditions
Work Authorization Sheet
Property Access Authorization

Distribution via email to: Kathy.martin@huntsvilleal.gov; alan.clements@huntsvilleal.gov

Tennessee Valley Archaeological Research

September 14, 2021
revised February 11, 2022

Kathy Martin, P.E.
City Engineer
Engineering Office
320 Fountain Circle SW
Huntsville, Alabama 35801

RE: Proposal for *A Phase I Cultural Resources Survey for the Resolute Way I-565 Interchange, Huntsville, Madison County, Alabama*

Dear Ms. Kathy Martin,

Tennessee Valley Archaeological Research (TVAR) is pleased to provide the City of Huntsville, Alabama with a proposal for a Phase I cultural resources survey associated with Redstone Arsenal and the City of Huntsville's proposed new highway interchange on Interstate 565 for access to the Redstone Gateway Enhanced Use Lease development on Redstone Arsenal, Huntsville, Madison County, Alabama. The archaeological survey area will consist of the project footprint and any associated disturbance, grading, or modifications to the land as shown on project plans within a 34 ha (84 acre) area. Portions of the survey area located within the boundaries of Redstone Arsenal have already been surveyed and will not be included in this project.

The purpose of the survey is to provide OMI, Inc. and their client, the City of Huntsville, with an inventory of cultural resources within the survey area and descriptions and National Register of Historic Places (NRHP) eligibility status recommendations regarding each resource identified. The archaeological portion of the work will be consistent with the Secretary of the Interior's *Standards and Guidelines for Identification* (36 CFR §61; 48 CFR §44720-23) and will meet the minimum requirements established by Sections 106 and 110 of the National Historic Preservation Act, the Alabama Department of Transportation, the Environmental Management Division, US Army Garrison-Redstone, and the Alabama Historical Commission.

We appreciate the opportunity to submit this scope of work and cost proposal.

Sincerely,

Erik S. Porth
Senior Archaeologist
(205) 246-3551 (cell)
erik@tvaresearch.com

A PHASE I CULTURAL RESOURCES SURVEY FOR THE RESOLUTE WAY I-565 INTERCHANGE, HUNTSVILLE, MADISON COUNTY, ALABAMA

I. Introduction

Under contract with OMI, Inc. (OMI), who is contracted with the City of Huntsville, Tennessee Valley Archaeological Research (TVAR) will conduct a Phase I cultural resources survey associated with the proposed construction of a new highway interchange on I-565 for access to the Redstone Gateway Enhanced Use Lease (EUL) development on Redstone Arsenal, Madison County, Alabama. This project is a federal undertaking and the US Army Garrison-Redstone will be the lead federal agency. The area of potential effect (APE) for this project is an approximately 34 ha (84 acre) project footprint that will include all areas subject to ground disturbance, modification, and grading associated with the proposed interchange construction as shown on project plans. The portion of the APE within the boundaries of Redstone Arsenal has already been investigated and will not be included in this project (Alexander et al. 1998; Alexander et al. 1999). Further, viewshed effects for all historic properties within a one mile radius of the EUL have already been assessed and will not be required for this project (Hoksbergen and Stamps 2011). Thus, the cultural resources survey will consist of a literature search, reconnaissance studies, Phase I archaeological investigations, laboratory and geospatial analyses, and reporting.

The purpose of the survey is to assist the City of Huntsville in its Section 106 and 110 compliance and to provide an inventory of cultural resources within the APE, a description of the current conditions at the resources identified, and National Register of Historic Places (NRHP) eligibility status recommendations regarding each resource identified. All work will be consistent with the Secretary of the Interior's *Standards and Guidelines for Identification* (36 CFR §61; 48 CFR §44720-23) and will meet the minimum requirements established by Sections 106 and 110 of the National Historic Preservation Act, the Alabama Department of Transportation, the Environmental Management Division, US Army Garrison-Redstone, and the Alabama Historical Commission (AHC).

II. Description of Work to be Performed

A. Archaeological Survey

The methods of the archaeological survey will adhere to the following guidelines.

- Prior to fieldwork, background research will be conducted. This will include a review of Alabama site files to determine if any previously recorded archaeological sites exist within the project area and examinations of historical maps and aerial images to discern locations of structures and prior impacts to the survey area.

- Large portions of the APE have been heavily disturbed by the construction of I-565, access roads, businesses, utilities, parking lots, and other modern disturbances (see Figure 1). Staff will conduct reconnaissance-level survey of areas within the APE that have been disturbed

2 - Tennessee Valley Archaeological Research

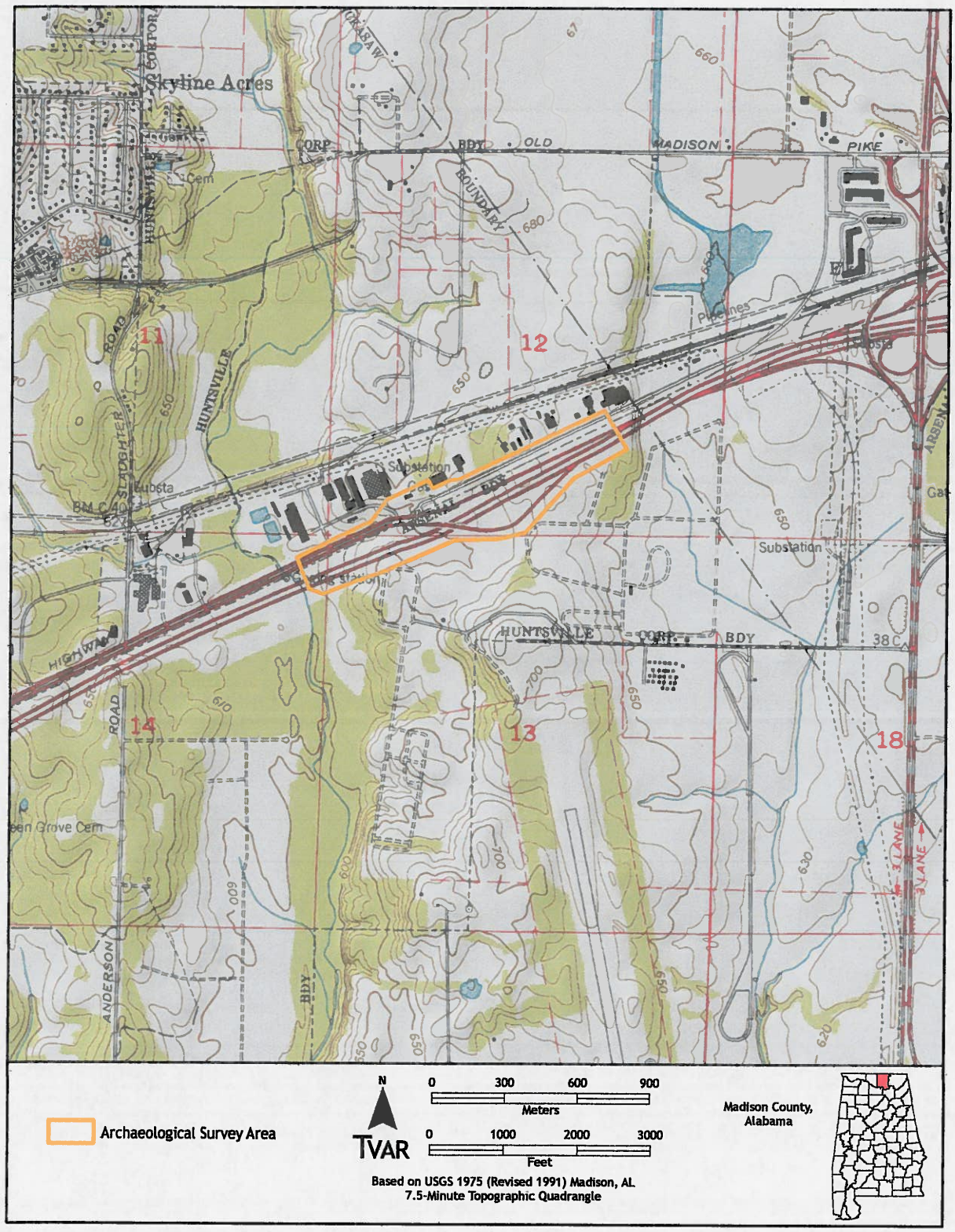


Figure 1. Project location.

and those areas will be photographed and described in the field notes, with an estimate to the extent they have been destroyed.

- Locations within the archaeological survey area that are accessible by foot and that have surface visibility equal to or greater than 50 percent will be examined along transects placed at intervals no greater than 15 m. All exposed surface locations investigated during the survey will be recorded using a field computer (Topcon GRS-1/Trimble Geo-7x/Dell Latitude 7212 tablet) equipped with a global positioning system (GPS) receiver with sub-meter precision and specialized data-capturing software tailored to archaeological surveying.

- All systematic shovel testing will be conducted at 30 m intervals where appropriate. Shovel tests will be 30-x-30 cm square units excavated to a depth of 70 centimeters below surface (cmbs) or until impenetrable substrate, subsoil, or the water table is encountered. If artifacts are recovered at 70 cmbs, TVAR will extend the test to a depth of 2.2 m using a hand auger. No shovel tests will be conducted beyond the survey area. If there is potential for the presence of deeply buried cultural deposits, select shovel tests that do not reach subsoil by 70 cmbs will be extended to a depth of 2.2 m using a hand auger.

- Should archaeological resources be identified during the investigation, TVAR will implement a close interval (10 m) shovel testing program using 30-x-30 cm units to delineate the horizontal and vertical boundaries of the resources within the survey area. Delineation shovel testing will be conducted at 10 m intervals and in an opportunistic manner; no delineation shovel tests will be conducted beyond the limits of the survey area. Close interval shovel testing will continue until two sequential negative tests are completed, or conditions (e.g., slope, erosion, or man-made disturbance) make testing impractical.

- If during the course of this investigation TVAR determines deeply buried cultural deposits are present within the survey area, the final report will include recommendations for carrying out intensive deep testing to further explore these cultural deposits.

- All deposits excavated via shovel testing and hand-augering will be screened through 1/4-inch mesh. Artifacts recovered in the screen will be bagged and labeled by provenience, including a shovel test number and a temporary site number. All shovel test locations investigated during the delineation of archaeological resources will be recorded using a field computer.

- Any historic cemeteries identified during the survey will be reported, described, and included in maps, but no shovel testing will take place within a cemetery.

- If human remains are encountered during the survey, all ground-disturbing activities in the vicinity of the remains will immediately be stopped, and TVAR will immediately notify Redstone Arsenal. The treatment of any human remains discovered within the project area will comply with Alabama state code concerning archaeological sites and treatment of human remains.

- Qualified staff members will examine collected artifacts and faunal material to produce an inventory of the collections made at each identified resource and provide a description of each artifact. When possible, laboratory analysis will include, at a minimum, identification to appropriate types and/or taxa and assessment of the ages of the artifacts and of the deposits or sites from which they were collected.

B. Archival Research

The proposed EUL highway interchange is located on land once known as the rural community of Elko, Alabama prior to the westward development of the City of Huntsville and the establishment of Redstone Arsenal. TVAR historians will complete land histories for each site identified during the archaeological survey. Title and deed information will be gathered by viewing records at the Madison County Courthouse. TVAR archaeologists and historians will also compile a descriptive historical context for the specific project area. Further archival research will be undertaken as needed to compile the historical context and land histories and may include materials from the AHC archives, Redstone Arsenal, the Huntsville-Madison County Public Library, Huntsville Historic Preservation Office, prior research, and/or internet sources.

The deliverables for this survey will include a detailed historical context of Madison County along with land histories for any identified sites within the APE. In addition, historical aerial photographs will be acquired from the Cartographic Research Laboratory at The University of Alabama, as well as the US Geological Survey. TVAR has already conducted extensive research in Madison County, Alabama and understands where best to obtain the most relevant research materials.

C. Survey Forms

TVAR will obtain an official state site number and complete or update an Alabama state archaeological site survey form for each new or previously recorded archaeological site identified during the survey. TVAR will submit a Historic Structure Inventory form for each newly recorded architectural resource in the digital format required by AHC. Additionally, TVAR will provide the City of Huntsville with electronic copies of all resource forms on the CD containing project photographs and the digital report.

D. Management Summary

TVAR will submit a management summary and shapefiles detailing the results of the survey to the Redstone Arsenal cultural resource manager no later than five business days after the completion of fieldwork. The management summary will include TVAR's NRHP recommendation of each resource identified during the course of the investigations. Shapefiles will show survey coverage, shovel test (and other field units) and site locations, areas of pedestrian survey, and areas with a potential for buried deposits. Shapefiles will be projected in NAD 83 (feet) Alabama State Plane. All maps will include graphic scale bars in both meters and feet and a north arrow.

E. Report

TVAR will incorporate the findings of this investigation into a single comprehensive report discussing the findings of the survey. The report will include historical background research within

the survey area, a discussion of field methodology, descriptions of all areas surveyed, a statement of research potential for each site identified, a discussion of site distributions, and general conclusions about the significance of the sites from archaeological and historical perspectives. Summary recommendations concerning project impact on any cultural resource recommended eligible will be offered in the concluding chapter of the report. The report will clearly state TVAR's opinion regarding the NRHP eligibility of each identified resource. At the requested level of investigation, the eligibility of some sites may not be determined.

TVAR will submit a single comprehensive management summary and shapefiles for NRHP eligible and potentially eligible sites recorded during the survey no later than five business days after the completion of fieldwork. A digital copy of the draft report will be submitted to the Redstone Arsenal cultural resource manager for initial review of findings and recommendations within 40 business days after the completion of fieldwork, or no later than 60 days prior to the end of the period of performance (POP). The report will meet accepted professional standards for survey reports and will be of publishable quality.

Upon receipt of the draft report comments, TVAR will provide a digital version and up to four printed and bound versions of the final report to the Redstone Arsenal cultural resource manager within 30 calender days, or no later than 40 days prior to the end of the POP. The Redstone Arsenal cultural resource manager will then disseminate the final report to the City of Huntsville, the State Historic Preservation Office (SHPO), the AHC, and consulting Native American tribes. If the final report warrants comments from OMI, the City of Huntsville, the SHPO, AHC, or consulting Native American tribes, TVAR will submit completed final reports within four weeks of receipt of those comments.

Draft and final reports will include the following:

- Maps showing surveyed area with USGS 7.5-minute quadrangle base map.
- A summary of the background information and appropriate precontact and historic context of the study area.
- A detailed description of the study methods and techniques.
- Maps showing survey transects and shovel tests for the entire project area.
- Maps showing the locations of all findings, including each identified resource.
- A clear and concise presentation of the NRHP eligibility recommendations for each identified resource. This will include a table listing for each identified resource, whether it is recommended as eligible, not eligible, or potentially eligible, or whether its eligibility is unknown due to factors outside the control of TVAR.
- A site map for each identified resource that includes at least one identifiable landmark, the boundaries of the resource, and all investigations.

- A summary of the results of laboratory analyses with contextual details presented.
- High-quality photographs showing conditions in the project area, of each identified resource, and of a representative sample of any features and/or artifacts recorded during the investigation.
- Plans for curation of artifacts and documents, including the appropriate repository.
- A references cited section that includes all cited works and conforms to the most recent Society for American Archaeology guidelines.
- State site forms or update forms, as appropriate, for each identified resource in an appendix. TVAR will obtain state site numbers for each previously unidentified site prior to submitting the draft report. Other appendices will include a shovel test roster.

III. Personnel and Organizational/Institutional Qualifications

Erik S. Porth (Ph.D., RPA) or Hunter B. Johnson (M.A., RPA) will serve as Principal Investigator for this project and direct all archaeological field and laboratory methods, as well as manage all deliverables, reporting, and the project timeline. Jillian Rael (M.A.) will serve as Senior Historian and direct all historical background research. Porth and Rael both meet the minimum qualifications set forth by the Secretary of the Interior's (Historic Preservation) *Professional Qualification Standards*. Curricula vitarum for Porth and Rael are included at the end of this document. All laboratory personnel meet the qualifications specified by the Secretary of the Interior's *Standards and Guidelines, Professional Qualifications Standards-Archeology*. TVAR will provide adequate equipment and facilities to ensure the proper treatment, analysis, and curation of materials and data generated by this project. The company also has GIS software, well-trained, experienced GIS technicians, and field computers equipped with company-developed applications for data collection.

IV. Organizational/Institutional Qualifications

- TVAR maintains a large enough inventory of hand tools to simultaneously conduct multiple small- and large-scale field projects. These implements include shovels, mattocks, trowels, brush axes, machetes, bow saws, loppers, and various types and sizes of screens.
- TVAR currently has a pool of 21 archaeological technical staff members to conduct survey work throughout the Southeast. In addition to a full-time architectural historian, TVAR employees a full-time historian, two part-time preservation planners, and a consulting part-time Senior Architectural Historian
- The company occupies a 10,000 square-foot office and laboratory complex in Huntsville, Alabama. The facility accommodates 16 offices, a library, a conference room, three laboratory analysis areas, both indoor and outdoor wet laboratory areas, a photography labo-

ratory, a climate-controlled artifact storage room, and an equipment storage room. The laboratory complex houses multiple laptop and desktop computers, printers, and flatbed scanners as well as an electrolysis tank and a 3-D scanner. Near its main office and laboratory complex, TVAR also maintains off-premises storage facilities and outdoor work areas.

- TVAR invests heavily in technology (hardware and software) and the development of field and laboratory applications. Architecture surveys rely on GIS and GPS technology for mapping and to define and model historical viewsheds, which are often required in cultural resource assessments of standing architecture. In the field, TVAR's archaeological data collection is accomplished using hand-held computers equipped with high-resolution GPS receivers and company-developed GIS software applications, which are fully integrated with the company's comprehensive relational database and geodatabase. The data collection system results in more efficient and accurate recordation of data and the automated generation of field maps. This, in turn, furnishes daily maps and datasets for project managers to monitor progress and adjust field methodologies as needed, which eliminates needs to return to the field for the collection of additional information. TVAR employes several GIS technicians trained in the use and application of various GIS software programs and survey instruments.

V. SCHEDULE/DELIVERABLES:

- Shapefiles with site polygons for NRHP-eligible or potentially eligible sites will be submitted to the Redstone Arsenal cultural resource manager no later than five business days after the completion of fieldwork.
- Management summary submitted to the Redstone Arsenal cultural resource manager no later than five business days following the completion of fieldwork.
- Draft report to be submitted to the Redstone Arsenal cultural resource manager no later than 40 business days after the completion of fieldwork.
- Final report draft including all changes requested by the Redstone Arsenal cultural resource manager based on the draft report will be submitted no later than 30 calender days following the receipt of comments.
- Final report including all changes requested by OMI, the City of Huntsville, the SHPO, AHC, and Native American tribes based on the draft report will be submitted no later than 30 calender days following the receipt of comments.
- All site forms and site form updates.
- ArcGIS shapefiles containing data on the location, nature, and condition of each identified resource.

VI. Curation

All artifacts and documents generated during this investigation will be curated at The University of Alabama, Museum of Natural History, Office of Archaeological Research's (OAR) Erskine Ramsay Archaeological Repository located in Moundville, Alabama. TVAR maintains a curation agreement with the OAR.

VII. References Cited

Alexander, Lawrence S., H. Russell Campbell, Daniel J. Minnich, and James M. Moore
1998 *Phase I Archaeological Survey of Ground Disturbance Areas 4, 5, and 7 on Redstone Arsenal, Madison County, Alabama.* Alexander Archaeological Consultants. Submitted to U.S. Army Aviation and Missile Command, Directorate of Environmental Management and Planning, Contract No. DAA403-96-P-1942. Copies available from Alexander Archaeological Consultants, Wildwood, Georgia.

Alexander, Lawrence S., Daniel J. Minnich, H. Russell Campbell, and William D. Stevens
1999 *Phase I Archaeological Survey of 1052 Hectares on Redstone Arsenal, Madison County, Alabama.* Alexander Archaeological Consultants. Submitted to U.S. Army Aviation and Missile Command, Directorate of Environmental Management and Planning, Contract No. DACA 39-98-M-0101. Copies available from Alexander Archaeological Consultants, Wildwood, Georgia.

Hoksbergen, Benjamin J. and Katie Stamps
2011 *A Section 106 Assessment of Impacts to Historic Properties Resulting from the Redstone Gateway EUL Development at Redstone Arsenal, Madison County, Alabama.* Environmental Management Division, Garrison, Redstone Arsenal, Alabama.

VIII. Caveats for Survey

TVAR's ability to adequately provide the services outlined above is contingent on the following critical assumptions:

- TVAR staff will have unrestricted access to the project area during the survey, including gated access.
- Extreme weather (excessive heat index values, flash flooding, storms, etc.) will not delay the fieldwork portion of the project in a significant way.
- Work stoppage will not delay the fieldwork or reporting portions of the project in a significant way.
- TVAR will restrict this investigation to the archaeological survey area (see Figure 1).
- This budget does not include funds for excavating and reinterring human remains. If human remains are encountered during the project, the budget will have to be amended accordingly.
- This budget does not include funds for clearing forested areas of the sites.

Cost Proposal For A Cultural Resources Survey for the Resolute Way I-565 Interchange in Huntsville, Madison County, Alabama
Submitted by Tennessee Valley Archaeological Research

Project Task	*Hourly Rate*	*Work Hours*	*Total Rate*
Project Setup			
Principal Investigator	$70.97	4	$283.88
GIS Specialist	$50.69	4	$202.76
		subtotal	**$486.64**
Fieldwork			
Principal Investigator/Senior Archaeologist	$70.97	12	$851.64
Field Director	$43.57	32	$1,394.24
Archaeological Field Tech II	$39.54	32	$1,265.28
		subtotal	**$3,511.16**
Laboratory Analysis			
GIS Specialist	$50.69	5	$253.45
GIS Technician	$37.34	16	$597.44
Laboratory Supervisor	$50.69	8	$405.52
Archaeological Lab Tech II	$39.54	24	$948.96
		subtotal	**$2,205.37**
Report Writing/Project Oversight			
Principal Investigator/Senior Archaeologist	$70.97	40	$2,838.80
Archaeologist II	$56.77	40	$2,270.80
Senior Historian	$53.73	12	$644.76
Historian	$43.57	40	$1,742.80
		subtotal	**$7,497.16**
		combined subtotal	**$13,700.33**
Out-of-Pocket Expenses			
Miscellaneous Supplies/Printing			$75.00
Curation Fee ($410/box)	$410.00	0.25	$102.50
		subtotal	**$177.50**
		COST NOT TO EXCEED	**$13,877.83**

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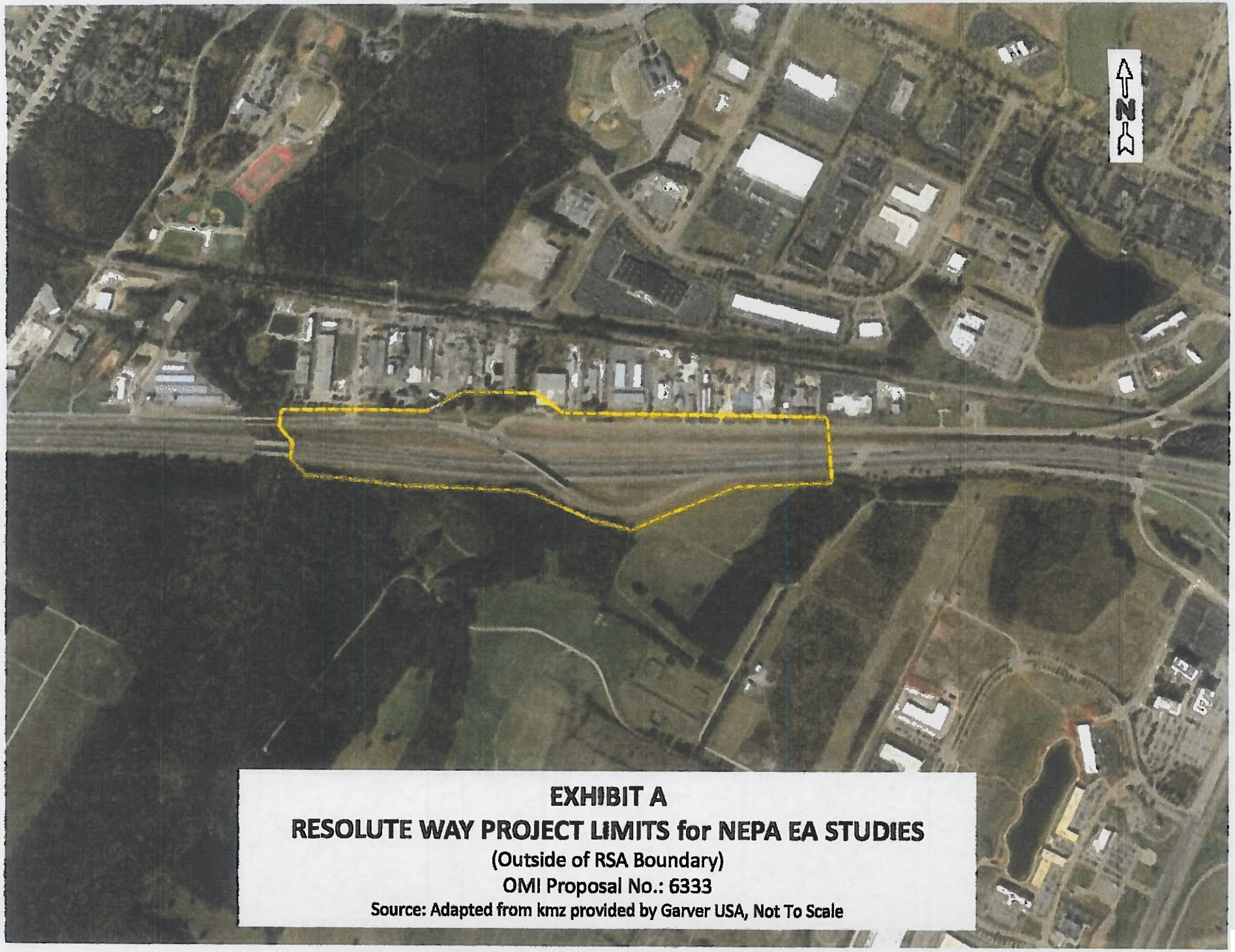

EXHIBIT A

RESOLUTE WAY PROJECT LIMITS for NEPA EA STUDIES

(Outside of RSA Boundary)

OMI Proposal No.: 6333

Source: Adapted from kmz provided by Garver USA, Not To Scale

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

4.2 Draft reports must be delivered to the Redstone Arsenal CRM no later than 60 days prior to the end of the Period of Performance.

4.3 Final reports must be submitted no later than 40 days prior to the end of the Period of Performance to allow for the standard 30-day SHPO review period.

4.4 All collected material and associated records must be curated by the end of the Period of Performance.

5.0 SPECIAL CONSIDERATIONS

The following shall be considered during the performance of this contract:

5.1 Rights: All original materials, visual aids, software, and tests developed in performance of the tasks listed herein are properties of the United States and shall not be used, distributed, or published by the contractor or any contractor employee, directly or indirectly, without specific permission provided by the Redstone Arsenal CRM.

5.2 The contractor shall provide a Principal Investigator (PI) who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology and Historic Preservation.

5.2.1 The PI shall provide direct supervision to all research assistants who work on the project.

5.2.2 The PI shall maintain coordination with the Redstone Arsenal CRM. The PI will provide a list of personnel with the draft report.

5.3 Classified Material: The contractor will not encounter classified material in the course of investigations.

5.4 The contractor shall comply with safety requirements in accordance with all local, state and federal safety laws and regulations.

6.0 EQUIPMENT

6.1 The contractor shall provide all equipment necessary to perform the work.

7.0 REPORTING REQUIREMENTS

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

7.1 The PI shall advise the Redstone CRM when any members of the research team will be working at Redstone Arsenal and shall obtain appropriate badges and vehicle passes.

7.1.1 The PI shall consult with the Redstone CRM to coordinate access to land on test ranges or other sensitive or locked areas.

7.2 The PI shall provide the Redstone CRM with a local contact telephone number where he/she can be reached after working hours in the event unforeseen circumstances require schedule changes or other notification.

7.3 The PI shall meet weekly with the Redstone Arsenal CRM either in-face or virtually, if requested, to provide an update on the project.

7.4 Alabama State Site File forms shall be filled out for any unrecorded historic or prehistoric archaeological site located as a result of this research. The location of the site shall be recorded as well as visual observations. The Alabama State Site File form shall be completed and submitted to the Redstone CRM within two weeks of the recording of the site. The contractor will be responsible for filing the forms with the Keeper of the Alabama State Site File.

7.5 A draft report shall be prepared for review and submitted to the Redstone Arsenal CRM. The text of the various sections of the report shall be written in an organized manner and shall be grammatically correct. The content of the report shall be of professional quality. Any statements, claims made, or conclusion, drawn in the text shall be substantiated with appropriate references or other documented sources of evidence. The substance of the report shall be sufficient to meet objectives set forth in this SOW. The PI shall be responsible for editing and reading the initial draft before it is provided to the Redstone CRM.

7.5.1 The contractor shall submit a Draft Report which shall include one (1) electronic copy of the Draft Report of the investigations within eight (8) weeks following the completion of the fieldwork. Redstone CRM will review the report and, if necessary, will provide comments for revision.

7.6 The final report of investigations shall be a complete research document containing the following sections: Management Summary, Introduction, Environmental Setting, Background Research, Field and Laboratory Procedures, Results and Recommendations, Summary, and References Cited. The report shall follow the

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

guidelines and specifications outlined in *Policy for Archaeological Testing and Survey in Alabama* provided by the Alabama Historical Commission (AHC) (2002). All submittals shall follow the *Society for American Archaeology* (1992) style guidelines. Reports shall include site survey forms, progress reports, and artifact inventories.

7.6.1 The contractor shall submit a Final Report following completion of the revisions. One (1) electronic and four (4) paper copies of the Final Report shall be submitted within 30 calendar days of receipt of comments from the Redstone Arsenal CRM.

7.6.2 The Redstone Arsenal CRM will submit the final reports with comments to the SHPO and other appropriate stakeholders for evaluation and comments on the findings and recommendations.

7.6.3 If SHPO and stakeholders submit comments that must be addressed, complete Final Reports with original illustrations suitable for publication shall be submitted within four (4) weeks of receipt of the comments on the Final Report. The paper documents shall be accompanied by electronic copies in both Microsoft Word and Adobe pdf format.

7.7 All reports shall be forwarded to:

Environmental Management Division
(IMRE-PWE-N, Mr. Ben Hoksbergen)
U.S. Army Garrison – Redstone
4488 Martin Road, Room A-325
Redstone Arsenal, AL 35898

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

1.0 BACKGROUND

1.1 Redstone Arsenal and the City of Huntsville have proposed construction of a new highway interchange on Interstate 565 in Huntsville for access to the Redstone Gateway Enhanced Use Lease (EUL) development on Redstone Arsenal. As a federal undertaking involving a federal highway and multiple federal agencies including the US Army and the Federal Highway Administration (FHWA), this action is subject to Section 106 of the National Historic Preservation Act. The US Army Garrison – Redstone Arsenal has been identified as the lead federal agency for implementation of Section 106.

1.2 The Area of Potential Effect (APE) is defined as the entire project footprint for the the proposed interchange including the actual building footprint, any proposed areas of landscape modification and grading associated with the project, construction of access roads and staging areas, borrow areas required for construction, and areas of potential ground disturbance resulting from relocation and modification of utilities, fences, and adjacent road alignments resulting from the project.

1.3 The portion of the APE located within the boundaries of Redstone Arsenal has already been subjected to multiple cultural resources surveys associated with previous federal undertakings and the installation-wide cultural resources survey. Specific surveys that include portions of the current APE are detailed in the following reports:

Alexander, Lawrence S., H. Russell Campbell, Daniel J. Minnich, and James M. Moore
1998 *Phase I Archaeological Survey of Ground Disturbance Areas 4, 5, and 7 on Redstone Arsenal, Madison County, Alabama*. Submitted to Directorate of Environmental Management and Planning, Redstone Arsenal, by Alexander Archaeological Consultants, Wildwood, Georgia.

Alexander, Lawrence S., Daniel J. Minnich, H. Russell Campbell, and William D. Stevens
1999 *Phase I Archaeological Survey of 1052 Hectares on Redstone Arsenal, Madison County, Alabama.* Submitted to Directorate of Environmental Management and Planning, Redstone Arsenal, by Alexander Archaeological Consultants, Wildwood, Georgia.

Hoksbergen, Benjamin J., and Katie Stamps
2011 *A Section 106 Assessment of Impacts to Historic Properties Resulting from the Redstone Gateway EUL Development at Redstone Arsenal, Madison County,*

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

Alabama. Environmental Management Division, Garrison, Redstone Arsenal, Alabama.

1.4 View-shed effects relevant to the project were addressed as part of the cultural resources survey for the Redstone Gateway EUL (Hoksbergen and Stamps 2011) which examined view-shed effects for all historic properties within a 1 mile radius of the EUL.

2.0 SCOPE

2.1 The contractor shall conduct a Phase I cultural resources survey of all portions of the APE that lie outside of Redstone Arsenal boundaries.

2.2 The contractor shall evaluate all archaeological sites and other historic properties within the APE based on their eligibility for listing on the National Register of Historic Places (NRHP) as delineated in Code of Federal Regulation 36CFR60.4 and National Register Bulletin 15: *How to Apply the National Register Criteria for Evaluation*. Cultural resource management recommendations shall be based on the guidelines established in Sections 106 and 110(a)(2) of the National Historic Preservation Act (NHPA).

2.3 The contractor shall detail the results of the survey and recommendations for NRHP status and management in a technical report to be provided to the lead federal agency for submission to stakeholders and regulators.

3.0 DESCRIPTION OF WORK

3.1 Conduct Literature Search and Reconnaissance Studies.

3.1.1 Literature Search. The contractor shall perform sufficient studies to determine what cultural resources are known or likely to be located within the APE and to assess the type, extent, and validity of previous cultural resources studies in or pertinent to the project area. Research will include comprehensive library and archival research; interviews with individuals knowledgeable about the history and prehistory of the area; field checks of site locations; examination of photographs and maps of historic and/or prehistoric sites within the study area; examination or reviews of photographs, professional journals, court records, maps and descriptions of private collections; obtaining copies of site forms and other primary data from national, State, and local clearinghouses, State or local museums, and other pertinent institutions; researching of deeds, probate records, census records, and other historical documents to construct a

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

complete land ownership history of each site; preparation of overviews; and the preparation and production of reports summarizing the results of the literature search.

3.1.2 Reconnaissance Studies. The contractor shall perform sufficient studies to predict the number, distribution, types, affiliation, data potential, and significance of cultural resources in the project or study area. The prediction shall be based in part on the archaeological inventories of the project area and may be coupled with remote sensing and/or other specialized studies such as geomorphology, paleoclimatic reconstruction, and GIS analysis. Additional assistance which may be required to support a reconnaissance study include literature and archival research sufficient to identify patterning or lack thereof in the distribution and type of cultural resources known or expected in the project area; contacts with knowledgeable local informants; development of a work plan, research strategy, or research design to identify significant research questions and to guide the selection of areas to be surveyed; historical or ethnohistorical studies; assessment of project impacts on cultural resources, and recommendations for further investigations; and the preparation and production of reports summarizing the results of the reconnaissance study.

3.2 Conduct a Phase I cultural resources survey of the APE.

3.2.1 The contractor shall conduct Archaeological Inventory of the APE and Evaluations of Eligibility to the National Register of Historic Places (National Register) of any site found and prepare a report and effects determinations in accordance with NHPA Section 106.

3.2.2 All personnel directing the Phase I cultural resources survey, analyzing the data, and producing the report shall meet the Secretary of the Interior's Professional Qualifications Standards for Archaeology and Historic Preservation (36 CFR 61) which can be found at https://www.nps.gov/history/local-law/arch_stnds_9.htm.

3.2.3 The Phase I cultural resources survey shall be performed in accordance with the *Policy for Archaeological Survey and Testing in Alabama* (Alabama Historical Commission 2006). The contractor's research design shall be reviewed by the Redstone Cultural Resource Manager (CRM) and approved by the Alabama Historical Commission (AHC) prior to initiation of field work.

3.2.4 The fieldwork for the Phase I cultural resources survey shall comply with standard field procedures (for placement of shovel tests, creation of a site maps, documentation of the fieldwork, etc.) that are accepted as standard by professionals in the region,

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
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28 September 2020

based on consultation with the Redstone (CRM) and review of archaeological site evaluation standards promoted by the State historic Preservation Officer (SHPO) of the State of Alabama. All work must conform with the Alabama Historical Commission Standards for Archaeological Investigations (Administrative Code 460-X-9 as revised in 2006).

3.2.5 All measurements shall be recorded using metric units; English system equivalents shall be recorded parenthetically. Appropriate locational data shall be recorded using sub-meter Global Positioning System (GPS) technology when possible. Pertinent resource data shall be submitted in the appropriate format. Format must adhere to the Society for American Archaeology (SAA) Style Guide.

3.2.6 The number, size and placement of shovel tests shall be based on standard methodology as defined in *Policy for Archaeological Survey and Testing in Alabama* (Alabama Historical Commission 2006). Documentation of each identified site shall include preparation of a detailed, scaled site map produced with the aid of a total station and sub-meter GPS; detailed photographs, a general description of the site, its physiographic/vegetative situation, the number and kinds of features, probable relationship among features, description of artifact assemblages, density and frequency of artifacts, integrity of deposits, potential for yielding positive chronometric, flotation, and palynological samples; and management recommendations.

3.2.7 Alternative data collection techniques including remote sensing, metal detector survey, and soil chemical analysis shall be implemented if appropriate.

3.2.8 The contractor shall, as appropriate, take field samples using accepted methodologies. Chronometric dating such as AMS and thermo-luminescence dating (TL) techniques may be used. Laboratory and analytical tasks shall include processing, cataloging and preparation of materials for curation. All collected materials are to be separated and bagged in the field by material class (e.g. ceramics, lithics, ground stone, bone, shell, etc.) and labeled according to provenience units. All special samples including botanical and faunal material shall be submitted to an appropriate expert for identification and analysis. 100% of all faunal and botanical material collected from intact deposits shall be sorted, identified, inventoried, and analyzed.

3.2.9 All materials collected shall be properly stabilized, cataloged, analyzed, and prepared for curation. Upon successful completion of the contract, all artifacts and associated documents (i.e., reports, field notes, maps, photographs, inventories, etc.) shall be prepared for permanent curation in accordance with 36 CFR 79.

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

3.3 Documentation and Reporting

3.3.1 The contractor shall prepare a technical report documenting the results of the background research, fieldwork, artifact analysis, site evaluations, and recommendations. The research design used to guide and justify the fieldwork methodology shall be summarized. Specifics for report contents shall follow the *Policy for Archaeological Survey and Testing in Alabama* (Alabama Historical Commission 2006). The contractor shall complete or revise appropriate state survey forms and include these as an appendix to the technical report.

3.3.2 The report shall include the literature and file review of previous cultural resource inventory results for the APE and the surrounding area. Minimally, copies of site forms, reports, and maps held by the State Historic Preservation Office shall be consulted.

3.3.3 The contractor shall collect GPS locational data with a sub meter GPS. All spatial data shall be provided in the Universal Transverse Mercator (UTM) coordinate system, Zone 14, North American Datum of 1983. Digital spatial data shall be fully compatible with ESRI ArcGIS on a Microsoft Windows operating system. All GIS data produced as a result of the Phase I cultural resources survey must be submitted to the Redstone Arsenal CRM.

3.3.4 All artifacts collected under this contract remain the property of the US Army, and the contractor shall curate the artifacts and associated records with this stipulation. All archaeological material collected as part of this project shall be curated at the Erskine Ramsay Archaeological Repository in Moundville, Alabama along with any paperwork, maps, and photographs generated as part of this project.

3.3.5 An electronic version of the draft report shall be submitted to the Redstone Arsenal CRM for review. Upon addressing any comments from the Redstone Arsenal CRM, one (1) electronic copy and four (4) paper copies of the final report shall be submitted to the Redstone Arsenal CRM who will submit the appropriate number of copies to the SHPO and stakeholders for review and concurrence.

4.0 PERIOD OF PERFORMANCE

4.1 The Period of Performance shall be 6 months following award of contract.

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
Huntsville, Madison County, Alabama**

28 September 2020

4.2 Draft reports must be delivered to the Redstone Arsenal CRM no later than 60 days prior to the end of the Period of Performance.

4.3 Final reports must be submitted no later than 40 days prior to the end of the Period of Performance to allow for the standard 30-day SHPO review period.

4.4 All collected material and associated records must be curated by the end of the Period of Performance.

5.0 SPECIAL CONSIDERATIONS

The following shall be considered during the performance of this contract:

5.1 Rights: All original materials, visual aids, software, and tests developed in performance of the tasks listed herein are properties of the United States and shall not be used, distributed, or published by the contractor or any contractor employee, directly or indirectly, without specific permission provided by the Redstone Arsenal CRM.

5.2 The contractor shall provide a Principal Investigator (PI) who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology and Historic Preservation.

5.2.1 The PI shall provide direct supervision to all research assistants who work on the project.

5.2.2 The PI shall maintain coordination with the Redstone Arsenal CRM. The PI will provide a list of personnel with the draft report.

5.3 Classified Material: The contractor will not encounter classified material in the course of investigations.

5.4 The contractor shall comply with safety requirements in accordance with all local, state and federal safety laws and regulations.

6.0 EQUIPMENT

6.1 The contractor shall provide all equipment necessary to perform the work.

7.0 REPORTING REQUIREMENTS

Statement of Work
for

**Phase I Cultural Resources Survey
for the Resolute Way I-565 Interchange,
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28 September 2020

7.1 The PI shall advise the Redstone CRM when any members of the research team will be working at Redstone Arsenal and shall obtain appropriate badges and vehicle passes.

7.1.1 The PI shall consult with the Redstone CRM to coordinate access to land on test ranges or other sensitive or locked areas.

7.2 The PI shall provide the Redstone CRM with a local contact telephone number where he/she can be reached after working hours in the event unforeseen circumstances require schedule changes or other notification.

7.3 The PI shall meet weekly with the Redstone Arsenal CRM either in-face or virtually, if requested, to provide an update on the project.

7.4 Alabama State Site File forms shall be filled out for any unrecorded historic or prehistoric archaeological site located as a result of this research. The location of the site shall be recorded as well as visual observations. The Alabama State Site File form shall be completed and submitted to the Redstone CRM within two weeks of the recording of the site. The contractor will be responsible for filing the forms with the Keeper of the Alabama State Site File.

7.5 A draft report shall be prepared for review and submitted to the Redstone Arsenal CRM. The text of the various sections of the report shall be written in an organized manner and shall be grammatically correct. The content of the report shall be of professional quality. Any statements, claims made, or conclusion, drawn in the text shall be substantiated with appropriate references or other documented sources of evidence. The substance of the report shall be sufficient to meet objectives set forth in this SOW. The PI shall be responsible for editing and reading the initial draft before it is provided to the Redstone CRM.

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7.6 The final report of investigations shall be a complete research document containing the following sections: Management Summary, Introduction, Environmental Setting, Background Research, Field and Laboratory Procedures, Results and Recommendations, Summary, and References Cited. The report shall follow the

guidelines and specifications outlined in *Policy for Archaeological Testing and Survey in Alabama* provided by the Alabama Historical Commission (AHC) (2002). All submittals shall follow the *Society for American Archaeology* (1992) style guidelines. Reports shall include site survey forms, progress reports, and artifact inventories.

7.6.1 The contractor shall submit a Final Report following completion of the revisions. One (1) electronic and four (4) paper copies of the Final Report shall be submitted within 30 calendar days of receipt of comments from the Redstone Arsenal CRM.

7.6.2 The Redstone Arsenal CRM will submit the final reports with comments to the SHPO and other appropriate stakeholders for evaluation and comments on the findings and recommendations.

7.6.3 If SHPO and stakeholders submit comments that must be addressed, complete Final Reports with original illustrations suitable for publication shall be submitted within four (4) weeks of receipt of the comments on the Final Report. The paper documents shall be accompanied by electronic copies in both Microsoft Word and Adobe pdf format.

7.7 All reports shall be forwarded to:

Environmental Management Division
(IMRE-PWE-N, Mr. Ben Hoksbergen)
U.S. Army Garrison – Redstone
4488 Martin Road, Room A-325
Redstone Arsenal, AL 35898

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): OMI, Inc.
- City of Huntsville current taxpayer identification number (if available): 155770
  (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 & State if applicable
☐ 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:
☑ Corporation	Number & State: 63-1138946 AL
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: John M Ozier Title (if applicable): _____

Type or legibly write name: _____ Date: _____

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

N/A

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

OMI, Inc.

CONSTRUCTION MATERIALS TESTING
2021 CITY OF HUNTSVILLE - STANDARD FEE SCHEDULE

Environmental Services	**Cost**	**Unit**
NPDES Permit Application, per site	$1,525 00	each
Prepare eNOI	$500 00	each
NPDES Monthly Monitoring Service, per inspection (less than 30 miles from OMI)	$190.00	each
NPDES Monthly Monitoring Service, per inspection (more than 30 miles from OMI)	$240.00	each
NPDES Priority Site, Monthly Monitoring Service, per inspection	$270.00	each
Priority Site, Stormwater Turbidity Sampling/Testing, per sample	$50.00	each
NPDES Permit Final Report and Termination/Close-out	$400.00	each
CBMPP, Design and Application of CBMPP, Includes eNOI	$1,900.00	
Concrete (in addition to hourly rates)		
Concrete cylinders; sample, cast, pick-up, cure, test &. report	$21 00	each
Grout cubes (ASTM C-1019), pet set of 4	$210.00	set
Mortar cubes (ASTM C-780), per set of 6	$230.00	set
Slump Test	$26.00	each
Pressure Air test	$30.00	each
Unit weight test	$36.00	each
Concrete cores, diamond bit rental, per day	$52.50	day
Concrete cores, compressive strength. cure, prepare, test & report	$36.75	each
Concrete Equipment Rental	$47.25	day
Miscellaneous (in addition to hourly rates)		
Proof Roll, (soil and base stone)	$110 00	each
Footing Inspection, (test for bearing capacity)	$110.00	each
Rebar Inspection, (reinforcing steel)	$120 00	each
Bolt inspection -OR- Visual weld inspection of structural steel (accessible with scissor lift, ladder, or existing scaffolding)	$250.00	each
Bolt torque wrench rental	$42.00	day
Concrete coring machine and equipment rental	$84 00	day
Electric generator rental	$63.00	day
Spray Applied Fireproofing - Thickness Test	$55.00	each
Spray Applied Fireproofing - Density Test (Includes filed sample collection)	$80.00	each

Rates are portal to portal.

Rates will remain in effect throughout the duration of the project.

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:	June 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
Tennessee Valley Archaeological Research 2119 Metro Circle, Suite B Huntsville, AL 35801	Cultural Resources Survey	$13,877.83
	SUB-TOTAL	$13,877.83
	5% Administrative Fee	$693.89
	TOTAL	$14,571.72

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
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, 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 4	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.	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.	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	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 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:_____
(Company 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

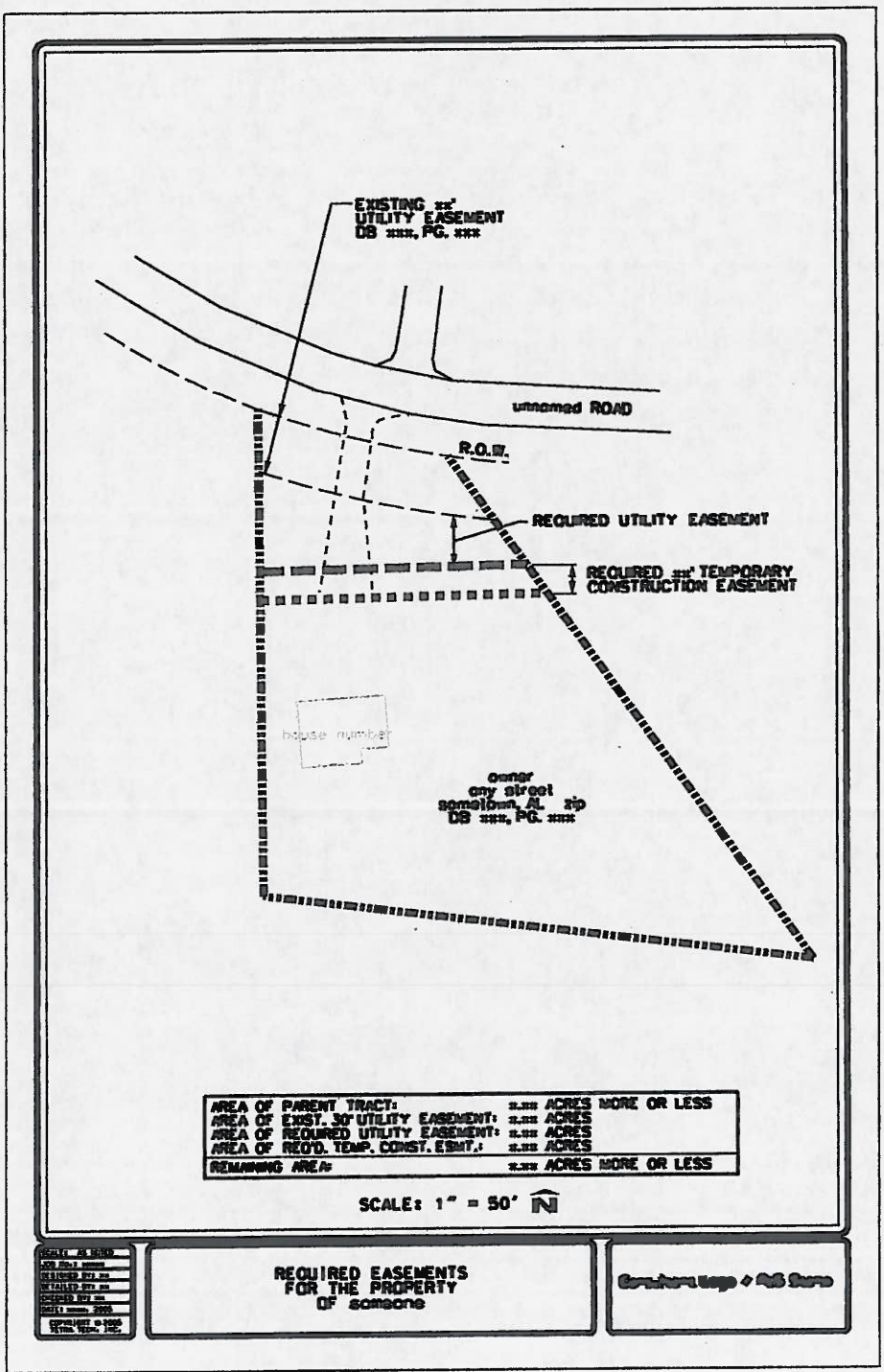
SHEET NO. TITLE

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						

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0149

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Arcadis U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek.

Resolution No. 22-122

Finance Information:

Account Number: 3020-71-00000-527000-PR8214XX

City Obligation Amount: $41,985.00

Total Obligation: $41,985.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville, and Arcadis, U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek 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 Arcadis U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek," consisting of a total of twenty-two (22) pages including Attachment "A", and the date of February 24, 2022, appearing on the margin of the first page, together with the signature of the resident or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 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

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 Arcadis, U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek 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 Arcadis U.S., Inc., for Grant Application Development Support Services for Dallas Branch/Pinhook Creek," consisting of a total of twenty-two (22) pages including Attachment "A", and the date of February 24, 2022, appearing on the margin of the first page, together with the signature of the resident or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND ARCADIS U.S., INC. FOR GRANT APPLICATION DEVELOPMENT SUPPORT SERVICES

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" or "Client") and Arcadis U.S., Inc., a foreign corporation (hereinafter referred to as "Arcadis" or "Contractor") for services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date"). The City and Arcadis hereby agree as follows:

WHEREAS, the City desires to apply for a grant through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program; and

WHEREAS, the City will use the grant funds for the Dallas Branch and Pinhook Creek Flood Mitigation Project; and

WHEREAS, Acardis has the expertise and professional grant-writing experience necessary to assist the City in applying for the grant; and

WHEREAS, the City desires to retain Acardis to assist in preparing and submitting the grant application.

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.

Arcadis will provide funding application development services for the Dallas Branch and Pinhook Creek Flood Mitigation Project. The scope of Acardis' services provided pursuant to this Agreement is more particularly set forth in the letter dated January 21, 2022 from Brian Ruggs to Gary Gleason, which is attached hereto as Exhibit A.

2.0 Contract Amount and Payment Schedule.

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

Arcadis shall submit set invoices to be paid by the city within thirty days for the services provided by Arcadis pursuant to this Agreement in a Not-to-Exceed total contract amount of Forty-One Thousand Nine Hundred and Eighty-Five Dollars ($41,985.00).

3.0 General Terms and Conditions

3.1 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:

Brian Ruggs
2839 Paces Ferry Road SE
Suite 900
Atlanta, GA 30339Brian.Ruggs@arcadis.com

City Of Huntsville
Attention: Gary Gleason
P.O. Box 308
Huntsville, Alabama 35804
(256) 427-5350
gary.gleason@huntsvilleal.gov

3.2 Project Staff.

3.3 Time Period.

Arcadis shall commence the work to be done pursuant to this Agreement on February 25, 2022 and shall complete said work no later than February 28, 2022.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Arcadis may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without

obtaining the prior written approval of the City's Project Manager. Arcadis shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Arcadis shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Arcadis of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Arcadis. Notice to terminate shall be given to Arcadis by written notification mailed or hand delivered to the contact address for Arcadis listed in Section 3.1 herein. In the event of such termination without cause, Arcadis shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Arcadis providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Arcadis shall promptly submit the City its invoice for final payment.

6.2 Termination For Cause

This agreement may be terminated by either party upon thirty (30) 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.

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or Arcadis provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Arcadis.

Arcadis is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Arcadis and its agents and/or employees. Arcadis waives any and all rights to recovery from the City for any injuries that Arcadis (and/or its agents and/or employees) may sustain while performing services under this Agreement.

9.0 Insurance and Indemnity.

Arcadis shall carry liability insurance with a $1,000,000.00 general aggregate limit. The City, its officers, employees, elected officials, 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 Arcadis for products used by and completed operations of Arcadis; or automobiles owned, leased, hired or borrowed by Arcadis. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. 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.

Arcadis's insurance coverage shall be primary insurance as respects the City, its officers, 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 Arcadis's insurance and shall not contribute to it.

HOLD HARMLESS AGREEMENT:

1. **Other Than Professional Liability Exposures:**

   Arcadis, 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 negligent performance of Arcadis's obligations under this Agreement, 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 Arcadis 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:**

Arcadis 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 Arcadis or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. **Intellectual Property Rights.**

Arcadis 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 Arcadis 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 Arcadis, and granting Arcadis the sole right to defend such claim. In the event of any infringement or claimed infringement, Arcadis, in its sole discretion, 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.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Arcadis shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by Arcadis pursuant to this agreement shall become and be the sole property of the City.

10.8 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.9 Non Discrimination Policy.

In consideration 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 agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Arcadis's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

ARCADIS U.S., INC.

By:_____
Its: _____

ARCADIS Design & Consultancy for natural and built assets

Mr. Gary Gleason
City of Huntsville - Engineering
P.O. Box 308
Huntsville, AL 35804-0308

Arcadis U.S., Inc.
2839 Paces Ferry Rd SE
Suite 900
Atlanta, GA 30339
Tel 770 431 8666
www.arcadis.com

Subject:
Proposal for Grant Application Development Support Services
Dallas Branch/Pinhook Creek Flood Control
City of Huntsville, Alabama

Date:
January 21, 2022

Contact:
Brian Ruggs

Phone:
205.930.5928

Email:
Brian.Ruggs@arcadis.com

Dear Mr. Gleason:

Arcadis is pleased to present the following proposal to the City of Huntsville, Alabama (Huntsville) to provide funding application development services for the Dallas Branch and Pinhook Creek Flood Mitigation Project.

The aforementioned project represents eligible project activities under the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). FEMA's HMGP provides funding to state, local, tribal and territorial governments so they can rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.

It is our understanding that Huntsville would like to submit an application for the construction funding to implement flood mitigation measures that would significantly reduce overflows from Dallas Branch "into" the Dallas Branch By-Pass while also reducing damages along the lower portions of Dallas Branch and Pinhook Creek.

Arcadis provides a diverse and seasoned team of policy, finance, architectural, and engineering experts to support Huntsville in further developing this mitigation grant application. Members of our team have helped secure over $5 billion in grant funding and low interest financing for our clients over the past five years. Our team's success in identifying and capturing state and federal funds has been built upon a proactive strategy. Arcadis has professional staff whose responsibility is to track and maintain current knowledge of the variety of available funding

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opportunities for utilities, policy developments, and specific criteria that must be met to win grant and low- or no-interest funding for certain types of projects. We then leverage that knowledge and our technical expertise in the water and wastewater sector to develop nationally competitive funding applications on behalf of our clients.

Our proposal represents our understanding of Huntsville's need to implement the Dallas Branch and Pinhook Creek Flood Mitigation Project. We believe our successful project experience and attention to detail is demonstrated in the proposed scope and deliverables. We appreciate your consideration of our proposal and welcome the opportunity to continue to demonstrate the expertise and dedication of our team.

The anticipated deadline to submit a HMGP application to the Alabama Emergency Management Agency (AEMA) is February 16, 2022. We recommend that the team continues to review existing project materials and potential benefits of the project to ensure all program deadlines can be met expeditiously.

SCOPE OF SERVICES

The scope of services includes activities necessary for development of a HMGP grant application for submittal to AEMA and FEMA for review. The work breakdown structure of the scope of services includes primary tasks associated with the preparation of a grant application, including the following tasks:

- Project Management
- Project Cost Updates and Refinement
- Grant Application Development
- Benefit-Cost Analysis
- Quality Review/Application Submittal

Applications are due to AEMA on February 16, 2022. The specific approach will be based on the eligibility criteria associated with the grant program, and any additional release of program guidance and materials. The scope of work submitted to AEMA and FEMA will include permitting, construction, and grant management activities. A description of the activities and deliverables associated with each task is provided below.

Task 1: Project Management

Project management will provide oversight and coordination of the execution of the proposed tasks, maintaining project schedule, and tracking budget. The Project Manager will monitor the project scope, schedule, and budget and communicate any changes with Huntsville's Project Manager on a regular basis through phone calls, emails, meetings, and progress reports. The Project Manager will complete monthly invoicing and be responsible for coordinating the various activities that are needed to complete the project.

The following is an itemized list of tasks the Project Manager will be performing under this scope to support overall project success.

1. The Project Manager shall be responsible for financial and schedule management of the project. Invoices will be submitted to City of Huntsville on a monthly basis, including a monthly progress report

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and updated cash flow projection. The monthly progress report will include a summary of work completed during the reporting period, a summary of the planned activities for the next period, and any work the Engineer deems beyond the scope of the Work Authorization.

2. The Project Manager shall respond to deliverable comments from the Huntsville staff. All responses will be in writing with appropriate modifications incorporated into the project documents, as applicable.
3. The Project Manager shall conduct regular communication with the Huntsville Project Manager via emails and telephone and conference calls, as required.

Project Kick-Off Meeting: Upon receiving authorization to proceed, Arcadis will schedule a kick-off meeting with Huntsville. We will work with your team to review the proposed project, the benefits of the proposed project, mitigation alternatives that will be included in the grant application, the task schedule, and the proposed work plan.

Assumptions for Task 1

1. All project related communication will be conducted between the Project Manager and the Huntsville Project Manager (or his/her designee).
2. The scope does not include participation of the Project Manager in any public outreach meetings. If requested by Huntsville, the Project Manager will prepare informational handouts and other appropriate material for identification of key project issues as an additional service.

Task 2: Project Cost Updates and Refinement

Arcadis' team of estimators, led by experienced, licensed general contractors, will review and update the cost estimate based on general contractor inputs considered in the bidding process, historic bid results from similar projects, the complicated effects of the Covid pandemic, as well as the current supply chain delays and escalations. Arcadis will also review existing materials to ensure compliance with FEMA cost estimating principals and schedule requirements.

Task 3: Grant Application Development

The grant application development scope includes the following:

General Applicant Information: Arcadis will ensure the correct general applicant information is provided for the project application, including:

- Contact information for the Application Point of Contact and Authorized Agent
- Tax ID numbers
- NFIP information

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- Local Hazard Mitigation Plan information (including information leading to construction with regard to planning, engineering, design, etc.)

Project Location and Mapping: Arcadis will use existing photographs and mapping provided by Huntsville to capture site-specific documentation necessary to fully develop the resubmittal application. Arcadis will use GIS (if necessary) to further develop project location maps required for the grant application, including a topographic map, marked Flood Insurance Rate Map (FIRM), ground disturbance map, wetlands delineation map, and any additional mapping requirements.

Application Project Description, Written Scope of Work, and Protection: Arcadis will coordinate with Huntsville to finalize a detailed written scope of work for the project to be submitted in the application. The scope of work included in the application will narrate the need for the solution, the expected level of project performance, and demonstrate that design and implementation will adhere to all Federal, State, and local requirements. The scope narrative will include necessary permitting and construction of the project. Existing design documents will serve as the basis for this scope of work.

Environmental and Historic Preservation: Arcadis will reevaluate the project site to demonstrate that the solution will minimize harm to the environment and to ensure no updates are necessary since the last submittal. The environmental and historic preservation evaluation uses publicly available GIS data to review the affected area for the presence of wetlands, water bodies, and endangered species within the anticipated area of ground disturbance; supplemented by photographs for the Project Location and Mapping portion of the application. In addition, Arcadis will send review and concurrence requests to regulatory agencies as required by the funding source.

Cost Estimate and Schedule: Arcadis will provide a refined project budget (reference Task 2) and schedules for the application.

Task 4: Benefit-Cost Analysis

Many funding applications must demonstrate the value of the project for which assistance is requested. FEMA grant programs require a benefit-cost analysis (BCA) to demonstrate not only that the project has value, but that it is cost-effective. FEMA's BCA tools and methodologies are widely accepted by other funding agencies to demonstrate project value. Arcadis will use FEMA's BCA Toolkit Version 6.0.0 to perform a BCA for the proposed solution and obtain a benefit-cost ratio (BCR), unless a newer method is approved and issued by FEMA, in which case the newer system will be utilized. Technical documentation detailing the methods and data used to develop the BCA will also be provided as part of this task.

Task 5: Quality Review and Application Submittal

Arcadis will compile documentation and materials produced in Tasks 1 through 4 to submit a complete funding application to AEMA and FEMA. This includes the following required items referenced above:

- Project Description and Location

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- Cost Estimate and Schedule
- Environmental Review and Historic Preservation Compliance
- Alternatives Analysis
- Benefit-Cost Analysis Technical Memorandum and Report
- Required forms and documentation specific to the funding source, including:
  - Maintenance Agreement
  - FFATA Form
  - SFHA Acknowledgement of Conditions
  - Local Cost Share Commitment Letter
  - Project Assurances – Construction and Lobbying
  - Agency Concurrence Request Letters

A quality review will be conducted with Huntsville to verify the application contents and incorporate revisions. Arcadis will supply all required forms, for which Huntsville will obtain signatures from the authorized applicant agent.

Additionally, Arcadis will submit the application if requested by and on behalf of Huntsville. Otherwise, we will ensure proper delivery to the authority for submittal and will work with the authorized agent to ensure all attachments, paperwork, and sections are properly submitted by the February 16, 2022 deadline.

ASSUMPTIONS

Arcadis will provide project management services for project administration, including project status reporting and invoicing, including coordination of the Arcadis project team. These services are reflected in the fee proposal.

Arcadis will rigorously review all information that it already has in relation to work previously submitted to complete prior applications. If it is determined that any data gaps exist, a request for information to Huntsville will be submitted. Subsequently, Arcadis assumes that Huntsville, to the best of its ability, will fulfill said request.

Arcadis assumes that Huntsville's procurement policy and procedures are in alignment with 2 CFR Part 200, Provisions for Non-Federal Entity Contracts Under Federal Award (see attached).

FEE PROPOSAL

Arcadis proposes to provide the above scope of services for a not-to-exceed fee of **$41,985**. The following table provides a task-level summary of our labor costs. Our services will be invoiced on a time and materials basis. A detailed work breakdown of the costs is included in Enclosure 2.

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Gary Gleason
Engineering Department, City of Huntsville
January 21, 2022

Task	Cost
Task 1 – Project Management	$ 4,063
Task 2 – Project Cost Updates and Refinements	$ 3,718
Task 3 – Grant Application Development	$25,980
Task 4 – Benefit-Cost Analysis	$ 5,338
Task 5 - Quality Review and Application Submittal	$ 2,886
Total	**$41,985**

PROJECT TEAM

The key members of our project team are listed below.

Staff	Role	Office Location
Brian Ruggs, PE	Project Manager	Atlanta, GA
Aaron Henderson, CFM	Grant Funding Specialist	Atlanta, GA
Jonathan Trimble	Benefit Cost Analyst	Tallahassee, FL
Brian Bandy, PE	Project Engineer	Atlanta, GA
Chris Matthews, PE	Construction Manager	Atlanta, GA

SCHEDULE

Arcadis will complete the scope of services outlined herein upon receipt of authorization to proceed. A detailed schedule including task milestones will be provided at our project kickoff meeting.

Milestone	Date
Project Kickoff Meeting	1 week after NTP
Grant Application Quality Review and Submittal	On or before February 15, 2022

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Gary Gleason
Engineering Department, City of Huntsville
January 21, 2022

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact me if you have any questions.

Sincerely,

Arcadis U.S., Inc.

Brian Ruggs
Principal Water Engineer

Copies:

Enclosures:

1 Provisions for Non-Federal Entity Contracts Under Federal Award
2 Work and Cost Breakdown Table

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ENCLOSURE 1

PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARD

1.0 SUSPENSION AND DEBARMENT

1.1 This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such CONSULTANT is required to verify that none of CONSULTANT, its Principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this Agreement, CONSULTANT certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.

1.2 CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this Agreement and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

1.3 The certification in paragraph 1.2 above is a material representation of fact relied upon by the Client. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Client and, if applicable, the Territory of Puerto Rico, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

1.4 CONSULTANT represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of Virginia, any political subdivision of the State of Virginia or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. CONSULTANT shall promptly notify the Client, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which the Client may terminate the Agreement. For purposes of this section, CONSULTANT is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, "CONSULTANT" for the purposes of this Section, shall not include persons owning publicly traded shares of CONSULTANT).

2.0 DAVIS-BACON ACT

2.1 Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of CONSULTANT pursuant to FEMA regulations. However, if this award is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the Agreement documents.

3.0 RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT

3.1 The requirements in 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" do not apply to the Public Assistance Program or the Hazard Mitigation Grant Program.

4.0 COPELAND "ANTI-KICKBACK" ACT

4.1 CONSULTANT shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable.

4.2 CONSULTANT and any subcontractors shall insert in any subcontracts the clause in paragraph 4.1 above. CONSULTANT shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

4.3 A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

5.1 CONSULTANT shall comply with the provisions of the Contract Work Hours and Safety Standards Act. The provisions of the Contract Work Hours and Safety Standards Act are applicable where the amount of the prime contract exceeds $100,000.

5.2 CONSULTANT or any subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.3 In the event of any violation of the clause set forth in paragraph 5.2 of this section CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONSULTANT and any subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 5.2 of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 5.2 of this section.

5.4 The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONSULTANT or any subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 5.3 of this section.

5.5 CONSULTANT or any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.2 through 5.3 of this section.

6.0 ACCESS TO RECORDS

6.1 CONSULTANT agrees to provide the Client, FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

6.2 CONSULTANT agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.

6.3 CONSULTANT agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

6.4 CONSULTANT agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). CONSULTANT specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, CONSULTANT shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of CONSULTANT that are necessary to verify the nature and extent of the costs charged to the Client hereunder. CONSULTANT further agrees that if CONSULTANT carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

7.0 LOGO

7.1 CONSULTANT shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

8.0 COMPLIANCE WITH THE LAW

8.1 CONSULTANT shall acknowledge that FEMA financial assistance will be used to fund the Agreement only and agrees to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.0 FEDERAL GOVERNMENT NOT A PARTY

9.1 CONSULTANT acknowledges and understands that the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the Client, CONSULTANT or any other party pertaining to any matter resulting from the Agreement.

10.0 FALSE CLAIMS

10.1 CONSULTANT acknowledges that 31 U.S.C. Chapter 38 applies to all actions pertaining to this Agreement.

11.0 ENVIRONMENTAL PROTECTION

11.1 CONSULTANT shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air

Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.0 ENERGY EFFICIENCY

12.1 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).

13.0 BYRD ANTI-LOBBYING AMENDMENT (31 USC §1352)

13.1 CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining this Contract.

13.2 CONSULTANT shall disclose to the Client any lobbying with non-Federal funds that took place in connection with obtaining this Agreement.

14.0 REMEDIES FOR BREACH OF CONTRACT

14.1 If CONSULTANT violates or breaches any of the terms of the Agreement, the Client may avail itself of any or all of the remedies provided elsewhere in this Agreement.

ENCLOSURE 2

WORK AND COST BREAKDOWN TABLE

Huntsville, Alabama HMGP Application

Template ver. April 2020

Note: You must enter a unique name for each column in Row 6 to assure that the labor correctly calculates from the WBS tab.

LABOR CATEGORIES, HOURS & COSTS

													Total Hours
		Billing Category											
		Name	Brian Ruggs	Brian Bandy	Heather Sprague	Aaron Henderson	Jamie McMillan	Jonathan Trimble	Chris Matthews	Felipe Dias	Amy Doneff		
Task	Description	Billable?	Engr/Sci Grade 11	Engr/Sci Grade 11	Engr/Sci Grade 10	Engr/Sci Grade 9	Engr/Sci Grade 7	Engr/Sci Grade 6	Eng/Sci Grade 12&13	Engr/Sci Grade 8	Engr/Sci Grade 5	Tech/Proj Asst Grade 8&9	
1	Project Management	YES	20	-	-	-	-	-	-	-	-	-	20
2	Project Cost Updates	YES	-	-	-	-	-	-	15	-	-	-	15
3	Application	YES	-	-	50	10	40	20		30	48	-	198
4	BCA	YES	-	-	-	10	5	30	-	-	-	-	45
5	QAQC	YES	-	-	-	10	5	5	-	-	-	-	20
6			-	-	-	-	-	-	-	-	-	-	-
7			-	-	-	-	-	-	-	-	-	-	-
8			-	-	-	-	-	-	-	-	-	-	-
9			-	-	-	-	-	-	-	-	-	-	-
10			-	-	-	-	-	-	-	-	-	-	-
00CNT	Contingency	YES	-	-	-	-	-	-	-	-	-	-	-
00CLO	Project Closeout	YES	-	-	-	-	-	-	-	-	-	-	-
	TOTAL LABOR HOURS		20	-	50	30	50	55	15	30	48	-	298

														Total Costs
		Rate Schedule:	Lump Sum											
		Standard Billable Rates for Lump Sum:	$ 285.78	$ -	$ 185.64	$ 185.64	$ 107.85	$ 98.10	$ 247.86	$ 138.48	$ 90.87	$ 177.90		BILLABLE $
		Project Billable Rates:	$ 203.13	$ 229.00	$ 186.63	$ 185.64	$ 107.85	$ 98.10	$ 247.86	$ 138.48	$ 90.87	$ 177.90	#N/A	
1	Project Management	YES	$ 4,063	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 4,063
2	Project Cost Updates	YES	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,718	$ -	$ -	$ -		$ 3,718
3	Application	YES	$ -	$ -	$ 9,332	$ 1,856	$ 4,314	$ 1,962	$ -	$ 4,154	$ 4,362	$ -		$ 25,980
4	BCA	YES	$ -	$ -	$ -	$ 1,856	$ 539	$ 2,943	$ -	$ -	$ -	$ -		$ 5,339
5	QAQC	YES	$ -	$ -	$ -	$ 1,856	$ 539	$ 491	$ -	$ -	$ -	$ -		$ 2,886
6	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
7	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
8	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
9	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
10	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
00CNT	Contingency	YES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
00CLO	Project Closeout	YES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
	TOTAL BILLABLE LABOR		$ 4,063	$ -	$ 9,332	$ 5,569	$ 5,393	$ 5,396	$ 3,718	$ 4,154	$ 4,362	$ -		$ 41,985

Arcadis Dallas Branch HMGP Application (City of Huntsville, AL) Labor Rates		
POSITION	NAME	HOURLY RATE
Eng/Sci Grade 12&13	Chris Matthews	$ 250.00
Engr/Sci Grade 11	Brian Ruggs	$ 205.00
Engr/Sci Grade 10	Aaron Henderson, Cindy How, Heather Sprague	$ 190.00
Engr/Sci Grade 9		$ 175.00
Engr/Sci Grade 8	Felipe Dias	$ 140.00
Engr/Sci Grade 7	Jamie McMillan, Jonathan Trimble	$ 110.00
Engr/Sci Grade 6	Amy Doneff	$ 95.00
Engr/Sci Grade 5		$ 50.00
Proj Asst 5 & 6	Mary Funderburk	$ 90.00

All rates will remain in effect through the duration of the project.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0150

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and CDG Engineers & Associates, Inc., for Engineering Design Services for Pratt Avenue Improvements, Project No. 71-22-SP18.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524008-00000000

City Obligation Amount: $72,370.00

Total Obligation: $72,370.00

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:

Surveying and engineering design services for approximately 3000 feet of roadway improvements along Pratt Avenue between Russell Street and Maysville Road consisting of curb and gutter, sidewalks and resurfacing.

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 CDG Engineers & Associates, Inc., in the amount of SEVENTY-TWO THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS ($72,370.00) for Engineering Design Services for Pratt Avenue Improvements, Project No. 71-22-SP18, 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 CDG Engineers & Associates, Inc., for Engineering Design Services for Pratt Avenue Improvements, Project No. 71-22-SP18," consisting of a total of nineteen (19) pages plus thirty-three (33) additional pages consisting of Attachments 1-16, and the date of February 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 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

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

CDG ENGINEERS & ASSOCIATES, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

PRATT AVENUE IMPROVEMENTS

Project ID Number 71-22-SP18
February 24, 2022

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

TABLE OF CONTENTS

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER.....
ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER.....
ARTICLE 3 - OMITTED.....
ARTICLE 4 - ADDITIONAL SERVICES.....
ARTICLE 5 - RESPONSIBILITIES OF OWNER.....
ARTICLE 6 - PERIOD OF SERVICES.....
ARTICLE 7 - PAYMENT TO THE ENGINEER.....
ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....
ARTICLE 9 - GENERAL CONSIDERATIONS.....
ARTICLE 10 - INDEMNITY AND INSURANCE.....
ARTICLE 11 - MISCELLANEOUS PROVISIONS.....
ATTACHMENT 1 - SCOPE OF SERVICES.....
ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM
ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES.
ATTACHMENT 4 - DESIGN REVIEWS.....
ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE.....
ATTACHMENT 6 - PROGRESS REPORT.....
ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER.....
ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST.....
ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS.....
ATTACHMENT 10 –UTILITY PROJECT NOTIFICATION FORM.....
ATTACHMENT 11 – SAMPLE STANDARD DRAWING FORMAT.....
ATTACHMENT 12 – ROW SUBMITTAL.....
ATTACHMENT 13 – U.S. NATIONAL MAP ACCURACY STANDARDS.....
ATTACHMENT 14 – REAL ESTATE PLAN REQUIREMENTS.....
ATTACHMENT 15 – GIS BASE MAP.....
ATTACHMENT 16 – REQUIRED DELIVERABLES.....

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
CDG ENGINEERS & ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
PRATT AVENUE IMPROVEMENTS

Project ID Number 71-22-SP18

THIS AGREEMENT made as of the 24th day of February in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and CDG ENGINEERS & ASSOCIATES, 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 Pratt Avenue Improvements, 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 Pratt Avenue Improvements.

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 February 25, 2022. The final completion date for the completion of design services as outlined in Article 2 shall be August 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 LUMP SUM AMOUNT OF SEVENTY-TWO THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS ($72,370.00) 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	$72,370.00
TOTAL CONTRACT AMOUNT:	**$72,370.00**

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:
CDG ENGINEERS & ASSOCIATES, INC.

BY: Daniel Wells

TITLE: Chief Operating Officer

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 February 7, 2022, from Adam Crenshaw and Matt Hawes to Kathy Martin and attachments).

6767 Old Madison Pike
Suite 240
Huntsville, AL 35806
Tel (256) 539-7470
Fax (256) 539-7473

cdge.com

February 17, 2022

Ms. Kathy Martin, PE
City Engineer – Urban Development Department,
Engineering Division - City of Huntsville
P.O. Box 308
Huntsville, AL 35804-0308

Re: Proposal for Professional Engineering Services
Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. (CDG) R951621823
City of Huntsville, Madison County

Dear Ms. Martin,

CDG Engineer & Associates, Inc. (CDG) is pleased to submit this proposal for the Pratt Avenue Roadway Improvements from Russell Street to Maysville Road, being approximately 3,020 feet (0.57 miles), for the City of Huntsville, Alabama. We understand the project is located in the Historic District and the City of Huntsville desires to create a more aesthetically pleasing roadway section in this location. In addition to aesthetics, the project will provide a new wearing surface, improve surface drainage, provide additional on-street parking, and provide new sidewalks with ADA accessible ramps.

SCOPE OF WORK

Generally, the scope of work includes design and plan preparation for the Pratt Avenue Improvements, including field survey, corridor study, and Letting Assistance. We understand the project design will be 100% City funded with construction potentially being funded through the Transportation Alternatives Program (TAP) and will satisfy the Alabama Department of Transportations (ALDOT) standards and specifications.

More specifically, CDG will provide engineering services as outlined in the "Attachment A – Scope of Work" document attached to this proposal letter.

Ms. Kathy Martin, PE
City Engineer – Urban Development Department,
Engineering Division - City of Huntsville
February 17, 2022

Budget

CDG proposes to complete the noted scope of services according to the schedule below, to be paid periodically as work progresses:

Project Phase	Proposed Fee (Lump Sum)
Corridor Study	$4,940
Field Survey	$13,000
Roadway Plans	$45,370
Letting Assistance & Contract Procurement	$9,060
Total	**$72,370**

We appreciate the opportunity to submit this proposal and are very excited to work with you on this project. If you have any questions, please don't hesitate to call.

Sincerely,

CDG Engineers & Associates, Inc.

Adam Crenshaw, CPESC, CFM
Project Manager

Matt Hawes, PE
Transportation Practice Leader

Enclosures: Attachment A – Scope of Work

ATTACHMENT A – Scope of Work

Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. R951621823
City of Huntsville – Huntsville, Alabama
Madison County

Field Survey

- Provide topographic and location survey of the subject area in accordance with the Standards of Practice for Land Surveying in the State of Alabama.
- All existing right-of-way lines and property lines within the limits of the scope will be established.
- Visible sanitary sewer and storm drainage structures will be traced one structure outside the project area with invert, top and pipe size dimensions gathered.
- All man-made improvements within the project area will be located.
- Large trees within the existing right of way will be located with type and size.
- Both above ground and below ground utilities will be located based on Alabama 811. Utility location services to be in accordance with Quality C of ASCE 38-02 or better.
- The Survey shall be tied to the Alabama State Plane Coordinate System NAD83 (East Zone) and Elevations will be referenced to NAVD88 Datum, 2011 geode model 12A.

Corridor Study

This project meets the criteria of a Categorical Exclusion under 23 CFR 771.117 and complies with the most recent Programmatic Categorical Exclusion Agreement executed by ALDOT and FHWA. Due to this, the level of effort for Environmental Clearance is anticipated to be a Programmatic Categorical Exclusion Type I (PCE-I) Environmental Document, which will require the following services:

- Early Coordination
  - Contacting and coordinating with the appropriate environmental federal, state, and local agencies as necessary to ascertain their requirements and seek concurrence. These agencies are anticipated to include US Army Corps of Engineers (Corps), US Fish and Wildlife Service (USFWS), Federal Emergency Management Agency (FEMA), and the State Historical Preservation Office (SHPO).

ATTACHMENT A – Scope of Work

Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. R951621823
City of Huntsville – Huntsville, Alabama
Madison County

- The Engineer will prepare the Type I Programmatic Categorical Exclusion (PCE) Checklist Environmental Document for review and approval by ALDOT's ETS section.

Roadway Plans

- Design a grade, drain, base, pave, signing and striping project for the improvement to Pratt Avenue from Russell Street to Maysville Road. It is our understanding that the project will be constructed utilizing the current periodic paving contractor. The plans will be kept to a minimum. This project will be completed in the following two (2) sections:
  - Section one (1) - Russell Street to Grayson Street (Approx. 1,900 LF).
    - The city intends to mill this section as much as possible to reestablish the curb in this area. The existing grassed median will be retained in place.
    - Geotechnical investigation will be handled in house by the City of Huntsville, with input on scoping from CDG.
    - Analyze existing drainage structures in this area and propose improvements if needed.
    - Change grate inlets to S-inlets where appropriate.
    - Design cross walk striping markings where existing sidewalks connect at side streets. As directed by the City of Huntsville, there will be no design for ADA curb ramps at the existing sidewalk locations in this section.
  - Section two (2) – Grayson Street to Maysville Road (Approx. 1,120 LF).
    - Design a two lane, curb and gutter typical section with a grassed median island and parallel on street parking.
    - Geotechnical information is to be provided by the City of Huntsville for this section.
      - Standard Drawings ST-250 to ST-257 from The City of Huntsville's Engineering Standards for Construction of Public Improvements book will be utilized for the buildup recommendation in this section of the project. CDG anticipates a recommendation from these standard drawings unless a preferred buildup is provided by the City.
    - Retain the existing trees currently in place and design sidewalks on both sides of the roadway within the existing right of way limits.
    - Design a closed drainage system to tie to the existing drainage system in the area.

- It is anticipated that an abbreviated plan assembly will include the following sheets:

ATTACHMENT A – Scope of Work

Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. R951621823
City of Huntsville – Huntsville, Alabama
Madison County

- Title Sheet
- Index Sheet
- Standard Drawing Reference Sheet
- Legend and Abbreviations Sheet
- Geometric Layout
- Project Notes
- Temporary Traffic Control Plan Notes Sheet
- Typical Section Sheets
- Summary of Quantities Sheets
- Plan and Profile Sheets
- Paving, Signing and Striping Sheets
- Utility Sheets
- Erosion and Sediment Control Sheets
- Temporary Traffic Control Sheets
- Drainage Cross Sections
- Roadway Cross Sections
- Earthwork Summary Sheet

- Prepare designs and detailed contract plans at a horizontal scale of 1" = 30' and vertical scale of 1" = 3', completely dimensioned for roadway construction. Cross sections will be plotted at a horizontal and vertical scale of 1" =10'.

- Prepare construction cost estimates for City review and approval as the project progresses through the design phases.

- Plans will be provided to utility owners within the area to identify any potential conflicts with existing facilities.

- Facilitate plan review(s) by The City of Huntsville as necessary for the project. Plan reviews are expected to consist of a 30% review and 90% review.

- Attend meetings as required, including one (1) project scoping meeting, one (1) 30% review and field inspection and one (1) 90% review meeting.

- Prepare specifications and contract documents for local bidding with prior approval from the City of Huntsville before release. Technical specifications will reference the ALDOT Standard Specifications for Highway Construction, 2018 Edition.

ATTACHMENT A – Scope of Work

Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. R951621823
City of Huntsville – Huntsville, Alabama
Madison County

Letting Assistance and Contract Procurement

- Assist the City with advertising the project for bids and fielding questions from contractors about the plans as needed.
- Assist with and attend the local letting of the subject project by the City.
- Assist with project award and contract procurement.
- Attend the preconstruction meeting.

ATTACHMENT A – Scope of Work

Pratt Avenue Improvements from Russell Street to Maysville Road
Project No. R951621823
City of Huntsville – Huntsville, Alabama
Madison County

Exclusions

This scope of work does not include:

- Geotechnical Investigation, design, and reporting (provided by the City);
- Landscape Design;
- Right-of-Way tracts sketches and deeds;
- Right-of-Way negotiations;
- Street lighting/pedestrian lighting;
- Environmental field studies;
- Utility relocation design;
- Structural retaining wall design;
- Preparation of a Construction Best Management Practice Plan (CBMPP);
- Preparation of a Notice of Intent (NOI);
- Construction observation/inspection services;

CITY OF HUNTSVILLE
REPORT OF OWNERSHIP FORM
(Form No. ROF—1)

FOR INTERNAL OFFICE USE ONLY
CONFIRMATION INFORMATION:

SECTION 1. GENERAL INFORMATION. With regard to the proposed licensee or current licensee, as the case may be, please provide the following information:

1.1 Legal name(s) (include "doing business as", if applicable): CDG Engineers & Associates, Inc.

1.2 City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

SECTION 2. 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 & State, if applicable (for an explanation of what an entity number is, please see 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)	Number & State:
☒ Corporation	Number & State: 63-0696876 AL
☐ Other, please explain:	Number & State: (If a filing entity under state law)

Entity I.D. Numbers/ Formation Documents. 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. 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 legibly print 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): CFO

Type or print name: Marc Hamilton Date: 6/13/2019

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.

CDG | 2021 STANDARD FEE SCHEDULE

GEOMATICS	
Survey Crew Member I	$90.00
Survey Crew Member II	$110.00
Survey Crew Chief	$125.00
Survey Coordinator	$145.00
Professional Land Surveyor	$175.00

CONSTRUCTION ENGINEERING & INSPECTION	
Construction Observer I	$90.00
Construction Observer II	$110.00
Construction Observer III	$125.00
Sr. Construction Observer I	$145.00
Sr. Construction Observer II	$175.00

PROJECT DESIGN	
Project Designer I	$125.00
Project Designer II	$145.00
Project Designer III	$175.00
Project Designer IV	$195.00
Project Designer V	$220.00

ENGINEERING	
Engineer I	$145.00
Engineer II	$175.00
Engineer III	$195.00
Engineer IV	$220.00
Engineer V	$250.00
Engineer VI	$275.00

PROJECT MANAGEMENT	
Project Manager I	$175.00
Project Manager II	$195.00
Project Manager III	$220.00
Project Manager IV	$250.00
Team Leader I	$275.00
Team Leader II	$305.00

PRINCIPAL	
Principal I	$305.00
Principal II	$320.00
Sr. Principal	$350.00

PROJECT ADMINISTRATION	
Administrative Assistant I	$90.00
Administrative Assistant II	$110.00
Administrative Assistant III	$125.00
Project Professional I	$145.00
Project Professional II	$175.00
Project Professional III	$195.00

FIELD SERVICES	
Technician I	$90.00
Technician II	$110.00
Technician III	$125.00
Technician IV	$145.00
Technician V	$175.00
Field Services Superintendent I	$175.00
Field Services Superintendent II	$195.00
Field Services Superintendent III	$220.00

LAB SERVICES	
Lab Services Superintendent I	$175.00
Lab Services Superintendent II	$195.00
Lab Services Superintendent III	$220.00

ENVIRONMENTAL SCIENCE	
Environmental Scientist I	$125.00
Environmental Scientist II	$145.00
Environmental Scientist III	$175.00
Environmental Scientist IV	$195.00
Environmental Scientist V	$220.00
Environmental Scientist VI	$250.00

GEOLOGY	
Geologist I	$125.00
Geologist II	$145.00
Geologist III	$175.00
Geologist IV	$195.00
Geologist V	$220.00
Geologist VI	$250.00

*All rates remain in effect for the duration of the project.

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 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 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

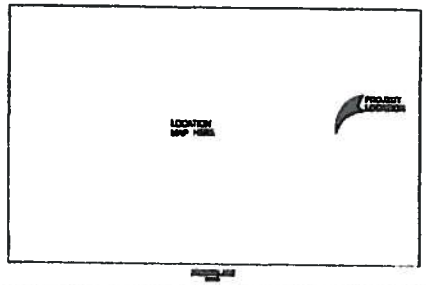
FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT



HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO.	TITLE

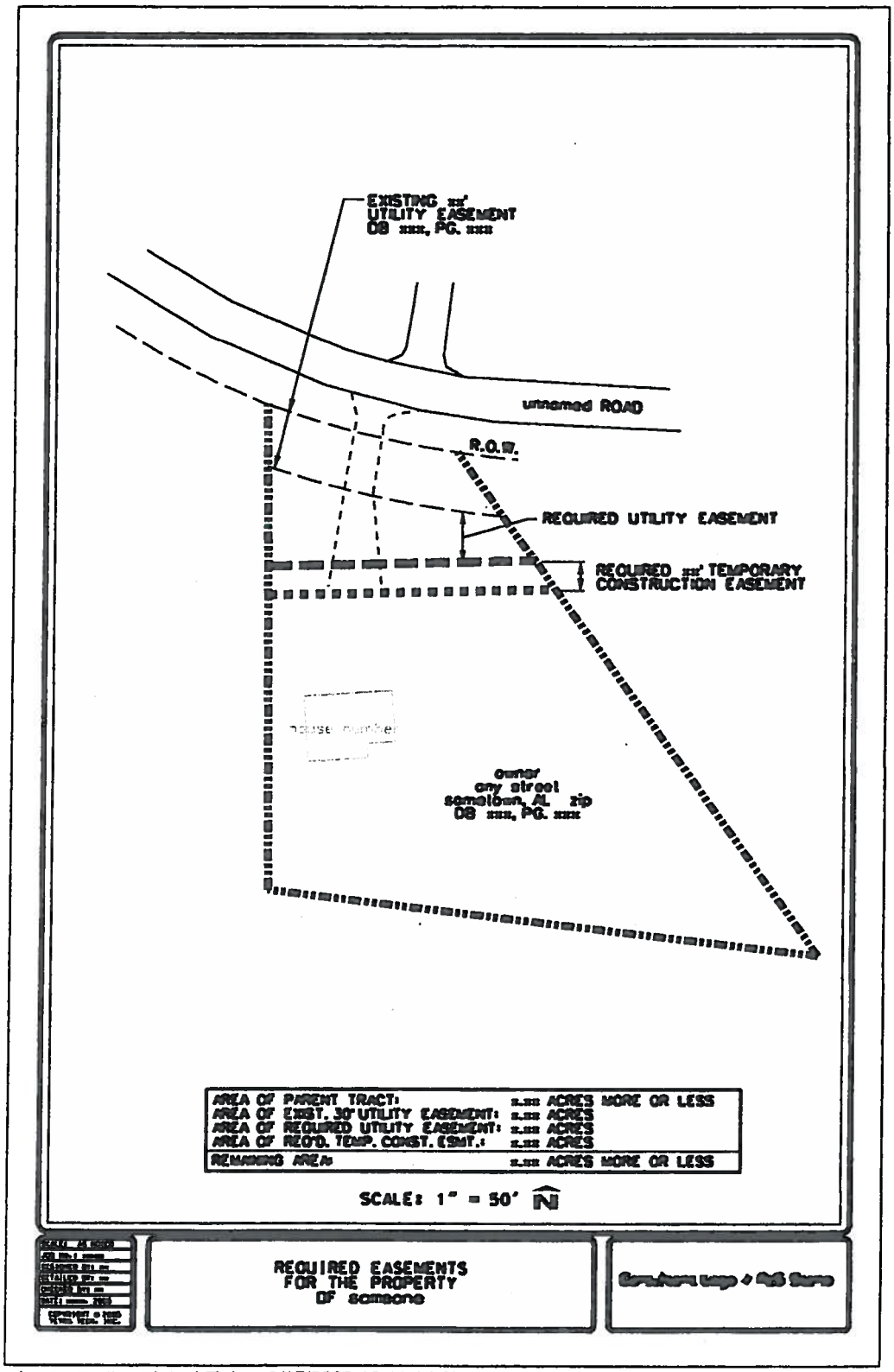
INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0151

Department:

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

Resolution authorizing the Mayor to enter into an Agreement for Cooperative Maintenance of Public Right-of-Way Between the Alabama Department of Transportation and the City of Huntsville, Alabama.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 1000-52-00000-425163-00000000

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 the Alabama Department of Transportation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement for the Cooperative Maintenance of Public Right-of-Way with Reimbursement Between the Alabama Department of Transportation and the City of Huntsville, Alabama," consisting of five (5) pages, and the date of February 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 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

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT

County **Madison**

Route Number _____

Milepost **See #15**

Resolution Number _____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: ___/___/____
PERMIT NUMBER: _____

Associated Permits and/or Documents **See #15**

THIS AGREEMENT, entered into this the **24th** day of **February**, 20**22**, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Huntsville, Alabama** herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between **See #15** on Route **See #15**, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches **8** inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

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

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

14. The APPLICANT shall provide a minimum of **(5) five** mowing cycle(s) per **year**. Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of $**20,000.00** per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of $**100,000.00** for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, **2022**, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, **2022**, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows (use attachment for additional routes as necessary):

ROUTE	DESCRIPTION	MP BEGIN	MP END
AL431+ 231/431	**Governor's Dr. & N. Memorial**	**325.287**	**341.647**
AL2 US72	**University Dr. & US 72E**	**91.491**	**103.499**
AL53 US231	**South Parkway, Governor's Dr. & Jordan Ln.**	**306.8**	**323.623**
AL 255	**Research Park Blvd.**	**0.00**	**10.396**
I-565	**Interstate 565**	**22.1**	**13.9**

16. The term of this Agreement shall be for a period of one year, commencing on the **1st** day of **April**, 20**22**, and ending on the **31st** day of **March**, 20**23**.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the **24th** day of **February**, 20**22**.

SEAL

ATTEST:

City of Huntsville
Legal Name of Applicant

Signature

By: _____
Authorized Signature for Applicant

Kenneth Benion
Typed or Printed Name

Tommy Battle
Typed or Printed Name of Signee

Clerk-Treasurer
Title

Mayor
Title of Signee

FOR OFFICIAL USE ONLY

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

BY:	Chief Counsel (Printed)	Signature	Date

RECOMMENDED FOR APPROVAL:

DISTRICT:	Printed Name	Signature	Date
AREA:	Printed Name	Signature	Date
REGION:	Printed Name	Signature	Date
DEPUTY DIRECTOR, OPERATIONS:	Printed Name	Signature	Date

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director _____ Date _____

The forgoing agreement is hereby approved by the Governor of the State of Alabama this _____ Day of _____, 20____.

GOVERNOR OF ALABAMA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0152

Department: General Services

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 of the Hays Farm Sport Park.

Resolution No. 22-125

Finance Information:

Account Number: 3020-14-00000-521010-00000000-

City Obligation Amount: $ 52,000.00

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services for the Hays Farm Sport Park located at the 1150 Haysland Rd SW, Alabama in the amount of Fifty Two Thousand Dollars and 00/100s ($52,000.00)on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. consisting of a total of twenty-three (23) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
SCHOEL ENGINEERING COMPANY INC.

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

Schoel Engineering Co. Inc.
7500 Memorial Parkway
Suite 209
Huntsville, Alabama 35802

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Hays Farm Sport Park**
Address: **1150 Haysland Rd SW**
General Project Description: **Provide engineering services to include two soccer fields, a pedestrian viewing area and parking lot**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **February 25, 2022**.
The final completion date for the completion of the Project shall be approximately **April 25, 2023**.

1.4 SCHEMATIC DESIGN

1.4.1 The Engineer shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirement with the Owner.

1.4.2 The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Engineer shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

1.4.6 The Engineer shall submit provide services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner for the renovation project.
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1.5 DESIGN DEVELOPMENT

1.5.1 Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Engineer shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to Engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.5.2 The Engineer shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

1.6.1 Construction Documents

1.6.1.1 Upon the Owner's authorization, the Engineer shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for the construction and shall be in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.6.1.2 The Engineer shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6.2 Bidding & Negotiating

1.6.2.1 The Engineer will work with the construction Projects Management Department to develop and provide the following information for review and approval to the City of Huntsville Procurement Services Division for concurrence. The preparation of the Advertisement for Bids will serve as the official notice to proceed with the bidding process.

A. Name and Address of Project

B. Name of Engineering Firm and Engineer and Construction Manager when applicable.

C. Date Contract Documents and Plans to be released, where to pick them up, cost per set, and if applicable will any sets be refunded partially or in full.

D. Proposed date, time, and location for Pre-bid Conference and Bid Opening.

E. Schedule and placement of advertising.

F. The proposed bidding documents including specifications and a complete set of plans for review for compliance with applicable policies and laws.

1.6.2.2 The Engineer shall provide Construction Projects Management Division two complete sets of specifications and drawings.

1.6.2.3 The Engineer will conduct any required Pre-Bid Conference. The Engineer will be responsible for the preparation and distribution of any required addenda.

1.6.2.4 The Engineer will participate in the public bid opening. Representatives from Construction Projects Management Division and Procurement Services shall be in attendance at the bid opening as well as all negotiations following the bid opening. The results of any such negotiation shall become a part of the contract document.

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Engineer shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.7.2 The Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.7.3 Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised,

the Engineer shall sign the Schedule of Values thereby indicating the Engineer's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.7.4 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.7.5 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.7.6 The Engineer shall determine amounts owed to the Contractor based upon examinations of the Work as required in Subparagraph 1.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the Owner within ten (10) days of receipt of the request from the contractor.

1.7.7 The approval of a Request for Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an examination of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, the Contractor is entitled to payment of the amount certified.

1.7.8 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.7.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.7.10 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.7.11 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all approved shop drawings, product data, samples, etc.

1.7.12 The Engineer shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.7.13 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of substantial Completion which shall establish the date of substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of

the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.7.14 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with the Construction Contract and the Construction Contract has been fully performed, the Engineer 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 the Construction Contract. If the Engineer is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection (s) which cost may be deducted by the Owner from the Contractor's final payment.

1.7.15 The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Engineers work product.

1.7.16 The Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.8 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

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

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9 SERVICE SCHEDULE

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.10 PERSONNEL

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of

execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jerry Cargile	**PE**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
William C. Bell	**256-924-1290**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II
THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

2.1 The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Engineer requiring the Owner's decision, and shall render any required decision pertaining thereto.

2.3 The Owner shall furnish a legal description and any necessary survey of the site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining the existing buildings and other improvements; and information concerning available service utility lines above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of Geotechnical and other consultants when such services are necessary and are requested by the Engineer.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Engineer.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Engineer's services and of the Work.

2.8 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 construction program and 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 III
CONSTRUCTION COSTS

3.1 If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction costs. In the case of (4) the Engineer, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitations on construction cost. Absent clear and convincing negligence on the part of the Engineer in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Engineer's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Engineer shall be entitled to compensation for all other services performed, in accordance with the Agreement.

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount of **$52,000.00 (Fifty Two Thousand Dollars and No/100s)** with a reimbursable amount of **$3,000.00 .** This includes the cost of addenda related to the bidding of this project.

4.2 Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	10%
Construction Documents:	45%
Bidding:	5%
Construction Administration:	30%

Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.5 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall

become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverage's Only:

a. **T**he City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.

c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V**.**

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or

destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

Jerry Cargile
By:

(SIGNATURE)

Jerry Cargile
Schoel Engineering Co. Inc.
7500 Memorial Parkway; Suite 209
Huntsville, AL 35802

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Exhibit A

February 4, 2022

Mr. William Bell
Facilities Construction Projects Coordinator
General Services Department
City of Huntsville

RE: Hays Soccer Fields, Pedestrian Area, and Parking Lot - Huntsville, AL

Dear William,

Thank you for the opportunity to offer this proposal for professional services related to the above referenced. We realize that you have a choice in selecting your consultants and appreciate your consideration.

Schoel seeks to combine the latest technologies with our work experience to pursue cost effective results for our clients. We also realize that our commitments to schedule are equally important and will work diligently to deal with any unexpected issues and delays as we move through the approval process.

Our proposal to you includes the following items:

- Project Description
- Basis of design
- Scope of Services
- Deliverables
- Associated Fees
- Billing & Payment Schedule
- General Terms and Conditions

After you have had the chance to review this proposal, we would be happy to answer any questions or make any modifications required prior to its acceptance. Please let me know if you need anything else.

Sincerely,

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

Hays Soccer Fields, Pedestrian Area, and Parking Lot, Huntsville, AL

PROJECT DESCRIPTION:

The "project" will include an update of the previously developed master plan to accommodate maintaining and expanding the existing restroom building at Kid's Space, and deletion of the previously proposed new restroom facility. There will be several tasks within this effort which are expected to be as follows:

1. Civil engineering design and final construction documents for the construction of two (2) singularly cross sloped soccer fields, a pedestrian viewing area with pavilion (designed by others), and a parking lot with ROW access from Haysland Road.
2. Landscape Architectural services for the landscape and irrigation to be installed as a part of this design.
3. Final construction documents for electrical and lighting the ballfields, parking lot, and pavilion, by Hyde Engineering (a subconsultant to Schoel, for this scope of work).

The proposed services to be provided are further described below. Separate fees are indicated for each of the primary tasks to be provided for the items above. Any required structural engineering or geotechnical services will be provided by others and are not included in our scope.

Basis of Design:

The information outlined below indicates our understanding of the project requirements related to our portion of the work.

Owner's Project Requirements:

1. Work in coordination with the development team to produce final site construction documents to be carried through the approval process with the required regulatory agencies.
2. The final site plan developed will be based on the approved concept plan to be modified as appropriate.
3. Based on the size of the area to be disturbed the requirement for an ADEM permit is anticipated.
4. Specifications for the project will be by reference the "City's Standard Specifications for Construction Projects" supplemented only as necessary to cover items not already included in those specifications.

General Requirements:

1. The services provided will be in compliance with the local governing ordinances in effect at the time the project commences (i.e. applicable zoning, subdivision, and site development, regulations).
2. Permit and application fees, if required, are not included within our scope and will be billed as reimbursable expenses.

SCOPE OF SERVICES:

Limited Additional Topographic Survey

The Consultant will perform a limited scope topographic survey to capture additional items outside of the original topographic survey scope, to aid in design.

Civil Engineering Final Design and Construction Documents

The Consultant will perform final design and prepare construction documents for the site work of the field, parking lot, and pedestrian facilities. This package will be sufficient for final pricing, permitting, and construction. The detailed scope is as follows:

- Coordinate as required with Client and Design Team through milestones
- Coordinate with other applicable governing entities, including municipalities for final approval
- Prepare Final Construction Plans, including the following, as required:
  - Cover Sheet

  - Topographic Survey
  - Demolition Plan
  - Site Layout Plan(s)
  - Clearing and Erosion Control Plan(s)
  - Utility Plan(s)
  - Grading and Drainage plan(s)
  - Construction Erosion Control Plan(s)
  - Detail plan(s) (details, etc.)
- Prepare Technical Specifications
- Assist with submittals and approvals

Landscape Architecture Construction Documents

The Consultant will design and prepare landscape plans that will aid in the development of a project budget. This package will be sufficient for final pricing. The detailed scope is as follows:

- Provide a landscape plan for the site in accordance with your general direction and in compliance with local requirements by coordinating with other applicable governing entities, including municipalities.
- The landscape plans will include species, locations, and sizes of proposed plantings
- Preparation construction plans, including:
  - Landscape Plans
  - Landscape Details

Landscape Irrigation Construction Documents

The Consultant will design and prepare irrigation plans that will aid in the development of a project budget. This package will be sufficient for final pricing. The detailed scope is as follows:

- We will produce irrigation design and construction details appropriate to the landscape plans. These plans will include head location and types, and the complete layout of the lines including controller locations. We will provide the required irrigation details and notes needed for installation of the proposed plan. The irrigation plans will include tying into the existing system and coordinate any required renovations.
- Preparation construction plans, including:
  - Irrigation Plans
  - Irrigation Details

Subconsultant Tasks

The Consultant shall retain services from licensed & qualified subconsultants to cover design tasks not offered directly by Schoel, upon the clients request.

- Electrical Engineering and Lighting Design to be performed by Hyde Engineering. Their Proposal is attached for reference to the identified scope and request for this service.

Administration Services

The Consultant will participate in coordination meetings & conference calls as well as perform limited Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Participate in design coordination meetings & conference calls throughout the design process
- Assistance with project bidding and contracting (pre bid meeting, clarifications and addenda during bidding process etc.)

- Review of shop drawings
- Construction review for up to 8 separate visits for each construction phase

FEE SUMMARY

Task 1 – Limited Additional Topographic Survey	$	3,400
Task 2 – Civil Engineering and Final Construction Documents	$	14,700
Task 3 – Landscape Architecture Construction Drawings	$	3,750
Task 4 – Irrigation Plans	$	6,250
Task 5 – Electrical/Lighting Design (sub proposal + 5%)	$	18,900
Administration Services (Includes Construction Review for Each Task)	$	5,000
GRAND TOTAL	**$**	**52,000**

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. Services related to Zoning or Entitlements other than what is mentioned above
2. As-built surveys
3. Changes from approval of previously completed work
4. Construction staking
5. Material testing
6. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
7. Offsite utility and storm drainage evaluation, extension, or upgrades
8. Corps of Engineers related work
9. Coordination with ALDOT of any kind
10. Traffic Studies or Traffic signal design of any kind
11. Design of water tanks or sanitary sewer lift stations
12. Design changes or plan revisions after Client approval or related to Value Engineering
13. Design of fountains, detailed hardscape, accent lighting, or site furniture
14. Multiple design packages or public bid package
15. Permit applications and/or fees
16. Completion or submission of a CBMPP to ADEM
17. Structural Design of any kind
18. Geotechnical Services of any kind

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. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within

sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – (Rates Provided are Valid for the Duration of the Contract)

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 (non-local mileage)	$ 0.56 per mile

Sub-consultant invoices will be billed to the client at a rate of 105% of the sub-consultant invoice.

GENERAL TERMS AND CONDITIONS

Terms and Conditions shall be in accordance with the City's standard contact for professional consulting services to which this proposal will be attached.

Hyde Engineering

Hyde Engineering
120 Holmes Ave, Suite 122
Huntsville, Alabama 35801

Phone 256-270-8013
Fax 205 982-9911
E-mail morgan@hyde-egr.com

Proposal and Agreement for Electrical Engineering Services

COH Hays Soccer Field & Pavilion
Huntsville, AL

Presented to:

Grant Donnelly
Schoel
7500 Memorial Parkway SW, Suite 209
Huntsville, AL 35802

Project Description

The project is new construction of 2 soccer fields with a pavilion and restrooms. Project to include Musco LED lighting for fields, parking lot lighting and photometrics for parking area, and lighting and power required for pavilion/restrooms.

Scope

We will design site lighting & photometrics to suit parking layout and local ordinances. We will work with Musco to design field lighting for 2 new soccer fields. We will design lighting and power as required to the new pavilion/restroom building. We can attend 30%, 60%, 90% and final design review meetings.

We will provide Construction Administration as outlined in the matrix below.

We will provide drawings and specifications in PDF format. Electronic CAD files to include AutoCAD .DWG and REVIT .RVT files are specifically excluded.

Construction Administration

Task	Number	Yes/No	Notes
Site Visits	3	Yes	
Answer RFIs		Yes	
Review Submittals and Shop Drawings		Yes	
Value Engineering or Redesign		No	
Commissioning		No	

Notes:

Schedule

Item	Due Date	Notes
Schematic Design Narrative	TBD	
Design Development	TBD	
100% Review	TBD	
100% CD	TBD	

Assumptions

This proposal is provided with the assumption that it is not being used in a price comparison with other firms. Alabama law prohibits engineers from participating in any process that solicits prices from two or more engineers simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If our proposal is being used in this manner, we must by law, withdraw the proposal from consideration.

Fees

The fees for this project are:

Basic Services	$18,000.00
Additional Site Visits	Add per $500.00
Expenses	At Cost
Additional Services (Hourly)	
Principal Engineer	$225
Senior Project Engineer	$180
Project Engineer/Manager	$140
Senior Designer/EI	$125
Designer	$100
CAD	$80
Administration Support	$65

Agreement between Client and Engineer

Scope

Scope is as outlined above.

Schedule

The schedule is as outlined above. If a schedule is omitted, then a mutually agreeable schedule must be reached prior to commencement of work.

Payment

Payments are due 30 days from invoicing. Payments due over 60 days shall be subject to 1.5% per month. Also, after seven days written notice, we may suspend work until outstanding invoices are paid in full. The client will waive any and all claims as a result of the work suspension.

Reliance on Others

To perform our services, we rely on others to provide certain information, data, and/or drawings. The client will provide such in a timely manner. We assume no liability for delay, misinformation, or faulty data as a result of a reliance on others.

Unforeseen Circumstances

In the course of our performance of services, we may uncover items or conditions that may affect the project and or performance of our services. Changes in scope as a result of unforeseen circumstances are considered additional services.

Additional Services

Changes in the scope of work or additional services will be billed hourly or at a negotiated lump sum.

Construction Costs

If part of our scope, we will prepare electrical construction cost estimates. These estimates are based on our experience and limited understanding of the construction market and thus, do not carry a guarantee of accuracy. If the Client requires an accurate estimate, Client should engage a cost estimate professional.

Plan Stamping

We will stamp, seal, sign plans and specifications we prepared or directly supervised the preparation thereof. We will not stamp, seal, sign, or otherwise put on our drawings and/or specifications any work not prepared or directly supervised by Hyde Engineering, Inc.

Documents

We will provide to the Client certain drawings, specifications, or other documents prepared by Hyde Engineering, Inc. solely for the Client's benefit and to be used solely for the intended Project. These documents are instruments of Hyde Engineering, Inc.'s services performed. We retain all rights and ownership of the Instruments of Service, and intellectual property. The Client has a nonexclusive license to use the Instruments of Service for the limited purposes of constructing the specific project that is the subject of the agreement. No other use is allowed without Hyde Engineering, Inc.'s specific written permission.

Approval

Thank you for the opportunity to propose our services. If you have any questions about anything in this proposal, please call me. If this proposal is acceptable to you please sign and forward a copy to my office. Thank you.

_____	_____	_____
Approval Name	Approval Signature	Date

Sincerely,

Morgan B. Reyes, P.E.

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services for the Hays Farm Sport Park located at the 1150 Haysland Rd SW, Alabama in the amount of Fifty Two Thousand Dollars and 00/100s ($52,000.00)on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. consisting of a total of twenty-three (23) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0153

Department: General Services

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 of the Raymond W. Jones Center

Resolution No.

Ordinance No.

Finance Information:

Account Number: 2500-14-00000-523035-00000000

City Obligation Amount: $ 54,200.00

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services for the Raymond W. Jones Center located at the 3514 South Memorial Parkway Alabama in the amount of Fifty Four Thousand Two Hundred Dollars and 00/100s ($54,200.00)on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. consisting of a total of twenty-one (21) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
SCHOEL ENGINEERING COMPANY INC.

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

Schoel Engineering Co. Inc.
7500 Memorial Parkway
Suite 209
Huntsville, Alabama 35802

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Raymond W. Jones Center**
Address: **3514 South Memorial Parkway**
General Project Description: **Provide engineering services to include boundary and topo survey, preliminary design, final design and construction documents, ADEM/NDES construction stormwater, required landscape design, and construction administration**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: 2/24/2022

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **February 25, 2022**.
The final completion date for the completion of the Project shall be approximately **May 1, 2022**.

1.4 SCHEMATIC DESIGN

1.4.1 The Engineer shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirement with the Owner.

1.4.2 The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Engineer shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

1.4.6 The Engineer shall submit provide services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner for the renovation project.
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1.5 DESIGN DEVELOPMENT

1.5.1 Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Engineer shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to Engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.5.2 The Engineer shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

1.6.1 Construction Documents

1.6.1.1 Upon the Owner's authorization, the Engineer shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for the construction and shall be in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.6.1.2 The Engineer shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6.2 Bidding & Negotiating

1.6.2.1 The Engineer will work with the construction Projects Management Department to develop and provide the following information for review and approval to the City of Huntsville Procurement Services Division for concurrence. The preparation of the Advertisement for Bids will serve as the official notice to proceed with the bidding process.

A. Name and Address of Project

B. Name of Engineering Firm and Engineer and Construction Manager when applicable.

C. Date Contract Documents and Plans to be released, where to pick them up, cost per set, and if applicable will any sets be refunded partially or in full.

D. Proposed date, time, and location for Pre-bid Conference and Bid Opening.

E. Schedule and placement of advertising.

F. The proposed bidding documents including specifications and a complete set of plans for review for compliance with applicable policies and laws.

1.6.2.2 The Engineer shall provide Construction Projects Management Division two complete sets of specifications and drawings.

1.6.2.3 The Engineer will conduct any required Pre-Bid Conference. The Engineer will be responsible for the preparation and distribution of any required addenda.

1.6.2.4 The Engineer will participate in the public bid opening. Representatives from Construction Projects Management Division and Procurement Services shall be in attendance at the bid opening as well as all negotiations following the bid opening. The results of any such negotiation shall become a part of the contract document.

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Engineer shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.7.2 The Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.7.3 Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting

documentation or data is deemed to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Engineer shall sign the Schedule of Values thereby indicating the Engineer's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.7.4 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.7.5 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.7.6 The Engineer shall determine amounts owed to the Contractor based upon examinations of the Work as required in Subparagraph 1.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the Owner within ten (10) days of receipt of the request from the contractor.

1.7.7 The approval of a Request for Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an examination of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, the Contractor is entitled to payment of the amount certified.

1.7.8 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.7.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.7.10 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.7.11 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all approved shop drawings, product data, samples, etc.

1.7.12 The Engineer shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.7.13 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of substantial Completion which shall establish the date of substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall

complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.7.14 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with the Construction Contract and the Construction Contract has been fully performed, the Engineer 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 the Construction Contract. If the Engineer is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection (s) which cost may be deducted by the Owner from the Contractor's final payment.

1.7.15 The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Engineers work product.

1.7.16 The Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.8 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

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

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9 SERVICE SCHEDULE

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.10 PERSONNEL

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jerry Cargile	**PE**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Diana Cook, PE	**256-924-1308**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II
THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

2.1 The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Engineer requiring the Owner's decision, and shall render any required decision pertaining thereto.

2.3 The Owner shall furnish a legal description and any necessary survey of the site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining the existing buildings and other improvements; and information concerning available service utility lines above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of Geotechnical and other consultants when such services are necessary and are requested by the Engineer.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Engineer.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Engineer's services and of the Work.

2.8 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 construction program and 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 III
CONSTRUCTION COSTS

3.1 If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction costs. In the case of (4) the Engineer, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitations on construction cost. Absent clear and convincing negligence on the part of the Engineer in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Engineer's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Engineer shall be entitled to compensation for all other services performed, in accordance with the Agreement.

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount of **$54,200.00 (Fifty Four Thousand Two Hundred Dollars and No/100s)** with a reimbursable amount of **$3,000.00 .** This includes the cost of addenda related to the bidding of this project.

4.2 Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	10%
Construction Documents:	45%
Bidding:	5%
Construction Administration:	30%

Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.5 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records

and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverage's Only:

a. **T**he City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.

c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V**.**

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any

negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

Jerry Cargile
By:

(SIGNATURE)

Jerry Cargile
Schoel Engineering Co. Inc.
7500 Memorial Parkway; Suite 209
Huntsville, AL 35802

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

EXHIBIT A

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. for engineering services for the Raymond W. Jones Center located at the 3514 South Memorial Parkway Alabama in the amount of Fifty Four Thousand Two Hundred Dollars and 00/100s ($54,200.00)on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Schoel Engineering Company, Inc. consisting of a total of twenty-one (21) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
SCHOEL ENGINEERING COMPANY INC.

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

Schoel Engineering Co. Inc.
7500 Memorial Parkway
Suite 209
Huntsville, Alabama 35802

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **Raymond W. Jones Center**
Address: **3514 South Memorial Parkway**
General Project Description: **Provide engineering services to include boundary and topo survey, preliminary design, final design and construction documents, ADEM/NDES construction stormwater, required landscape design, and construction administration**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: 2/24/2022

President of the City Council: _____

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **February 25, 2022.**
The final completion date for the completion of the Project shall be approximately **May 1, 2022.**

1.4 SCHEMATIC DESIGN

1.4.1 The Engineer shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirement with the Owner.

1.4.2 The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Engineer shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

1.4.6 The Engineer shall submit provide services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner for the renovation project.

1.5 DESIGN DEVELOPMENT

1.5.1 Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Engineer shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to Engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.5.2 The Engineer shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS

1.6.1 Construction Documents

1.6.1.1 Upon the Owner's authorization, the Engineer shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for the construction and shall be in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.6.1.2 The Engineer shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6.2 Bidding & Negotiating

1.6.2.1 The Engineer will work with the construction Projects Management Department to develop and provide the following information for review and approval to the City of Huntsville Procurement Services Division for concurrence. The preparation of the Advertisement for Bids will serve as the official notice to proceed with the bidding process.

A. Name and Address of Project

B. Name of Engineering Firm and Engineer and Construction Manager when applicable.

C. Date Contract Documents and Plans to be released, where to pick them up, cost per set, and if applicable will any sets be refunded partially or in full.

D. Proposed date, time, and location for Pre-bid Conference and Bid Opening.

E. Schedule and placement of advertising.

F. The proposed bidding documents including specifications and a complete set of plans for review for compliance with applicable policies and laws.

1.6.2.2 The Engineer shall provide Construction Projects Management Division two complete sets of specifications and drawings.

1.6.2.3 The Engineer will conduct any required Pre-Bid Conference. The Engineer will be responsible for the preparation and distribution of any required addenda.

1.6.2.4 The Engineer will participate in the public bid opening. Representatives from Construction Projects Management Division and Procurement Services shall be in attendance at the bid opening as well as all negotiations following the bid opening. The results of any such negotiation shall become a part of the contract document.

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Engineer shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.7.2 The Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.7.3 Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Engineer shall sign the Schedule of Values thereby indicating the Engineer's informed belief that the schedule of

Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.7.4 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.7.5 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.7.6 The Engineer shall determine amounts owed to the Contractor based upon examinations of the Work as required in Subparagraph 1.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the Owner within ten (10) days of receipt of the request from the contractor.

1.7.7 The approval of a Request for Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an examination of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, the Contractor is entitled to payment of the amount certified.

1.7.8 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.7.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.7.10 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.7.11 The Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all approved shop drawings, product data, samples, etc.

1.7.12 The Engineer shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.7.13 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of substantial Completion which shall establish the date of substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%)

of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner and the Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.7.14 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with the Construction Contract and the Construction Contract has been fully performed, the Engineer 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 the Construction Contract. If the Engineer is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection (s) which cost may be deducted by the Owner from the Contractor's final payment.

1.7.15 The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Engineers work product.

1.7.16 The Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.8 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

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

1.8.2 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Engineer, either in whole or in part.

1.8.4 Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.9 SERVICE SCHEDULE

1.9.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.10 PERSONNEL

1.10.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jerry Cargile	**PE**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.10.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Diana Cook, PE	**256-924-1308**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II
THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

2.1 The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Engineer requiring the Owner's decision, and shall render any required decision pertaining thereto.

2.3 The Owner shall furnish a legal description and any necessary survey of the site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining the existing buildings and other improvements; and information concerning available service utility lines above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of Geotechnical and other consultants when such services are necessary and are requested by the Engineer.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Engineer.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Engineer's services and of the Work.

2.8 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 construction program and 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 III
CONSTRUCTION COSTS

3.1 If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction costs. In the case of (4) the Engineer, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitations on construction cost. Absent clear and convincing negligence on the part of the Engineer in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Engineer's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Engineer shall be entitled to compensation for all other services performed, in accordance with the Agreement.

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount of **$54,200.00 (Fifty Four Thousand Two Hundred Dollars and No/100s)** with a reimbursable amount of **$3,000.00 .** This includes the cost of addenda related to the bidding of this project.

4.2 Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	10%
Construction Documents:	45%
Bidding:	5%
Construction Administration:	30%

Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.5 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the

Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding

sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. **Employers Liability Insurance:**

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

B. **MINIMUM LIMITS OF INSURANCE:**

1. **General Liability:**

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

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

2. **Professional Liability:**

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. **Automobile Liability:**

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. **Workers' Compensation:**

As Required by the State of Alabama Statute

5. **Employers Liability:**

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. **OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. **General Liability and Automobile Liability Coverage's Only:**

a. 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 Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall

not contribute to it.

c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

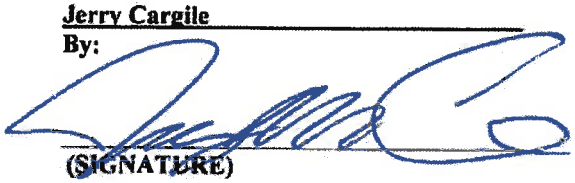
8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

Jerry Cargile
By:



(SIGNATURE)

Jerry Cargile
Schoel Engineering Co. Inc.
7500 Memorial Parkway; Suite 209
Huntsville, AL 35802

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Exhibit A

February 1, 2022

General Services Department
City of Huntsville
2411 9th Avenue SW
Huntsville, AL 35801

Attn: Mr. Chris O'Neil

Project Reference: Raymond W. Jones Center in John Hunt Park

Dear Chris:

We appreciate the opportunity to offer this proposal for Consulting Services for the proposed Raymond W. Jones Center in John Hunt Park 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 you on this design team.

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 of Huntsville.

Best regards,

SCHOEL ENGINEERING CO., INC.

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

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
7500 Memorial Pkwy. SW. Ste. 209 | Huntsville, AL 35802
P 256-539-1221 | F 256-539-1220 | schoel.com

Agreement for Consulting Services

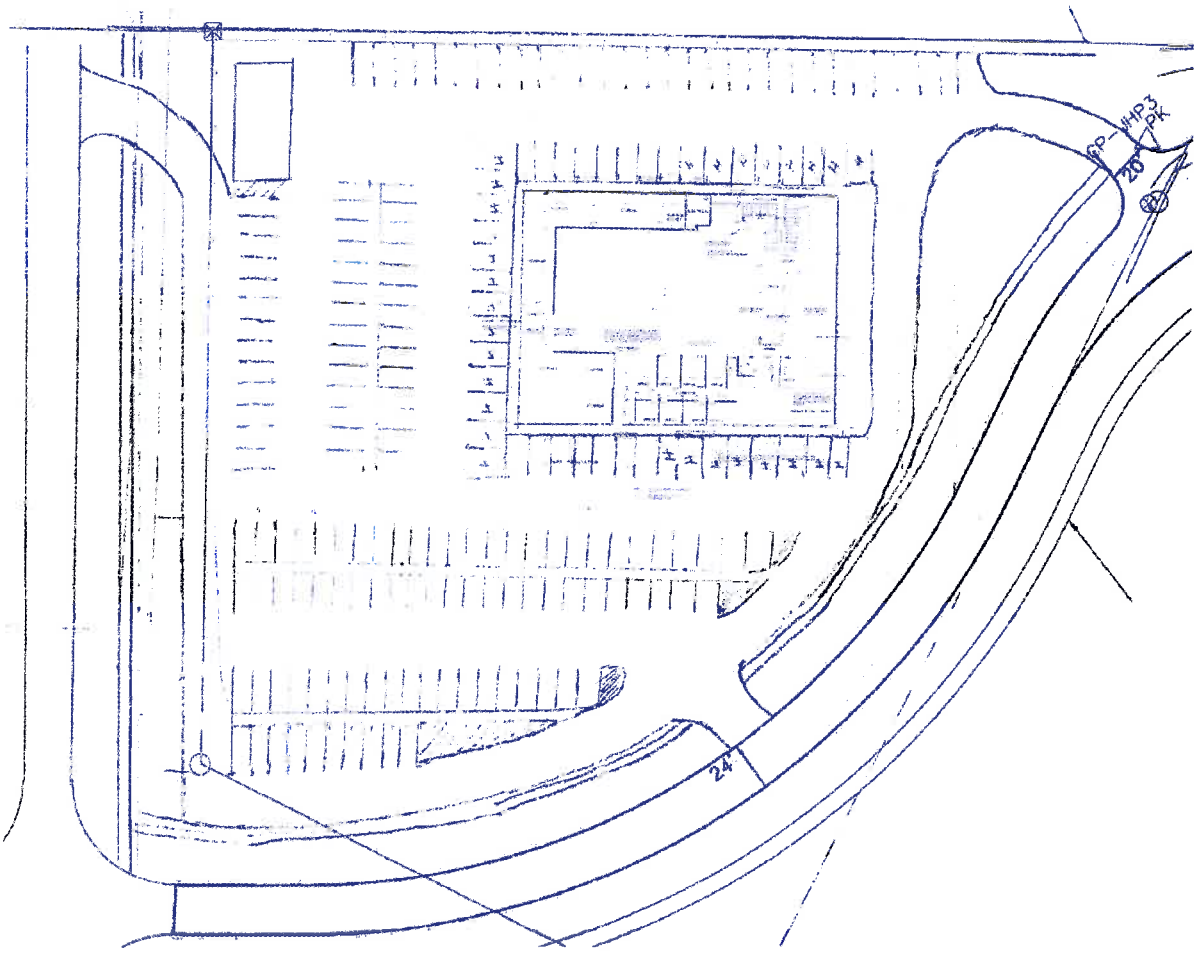
Raymond W. Jones Center in John Hunt Park

February 1, 2022

This **AGREEMENT**, entered into by and between **the 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 proposed Raymond W. Jones Center in John Hunt Park in Huntsville, Alabama.

PROJECT OVERVIEW

The Consultant understands that the Client intends to renovate and repurpose the old Army Guard Armory located at 3514 South Memorial Parkway, Huntsville, AL 35801 near Airport Road. Land Surveying, Civil Engineering, and Landscape Architecture will be included as part of the scope. The detailed scope and a sketch of the site plan are included below:



Sketch as provided by Client. Not to scale.

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.)
- 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 $ 8,500

2. PRELIMINARY DESIGN

The Consultant will design and prepare 30% complete engineering plans that will aid in the development of a project budget. This package will be sufficient for preliminary pricing. The detailed scope is as follows:

- Coordinate with the Client and Design Team as required
- Coordinate with other applicable governing entities, including municipalities
- Develop 30% complete design of layout, grading and drainage, and stormwater management
- Prepare preliminary earthwork analysis
- Preparation of 30% design plans, including:
  - o Site Layout Plan
  - o Grading and Drainage Plan

Lump Sum Fee $ 8,500

3. FINAL DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant will perform final design and prepare construction documents for the site work of the development. This package will be sufficient for final pricing, permitting, and construction. The detailed scope is as follows:

- Coordinate as required with Client and Design Team
- 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:
  - o Topographic Survey
  - o Demolition Plan
  - o Site Layout Plan
  - o Grading and Drainage plan
  - o Construction Erosion Control Plan

- Storm Profile Sheet
- Detail plan(s) (details, roadway sections, paving sections, etc.)

- Prepare Technical Specifications
- Assist with submittals and approvals

Lump Sum Fee $ 19,000

Note 1: The Consultant understands that the building is already served with utilities and has not included any utility design in the scope of work. If utility design is necessary, additional fees may be incurred.

4. ADEM/NPDES CONSTRUCTION STORMWATER PERMITTING

The Consultant will prepare the Notice of Intent (NOI) package for submittal to ADEM for project coverage under the NPDES Construction Stormwater General Permit. This task includes reviewing and/or developing the erosion and sediment control plan and detail sheets to be included in the plan set. A Comprehensive Best Management Practices Plan (CBMPP) will be prepared in addition to the erosion and sediment control plan set, as required by the General Permit. The NPDES permit application will be submitted through ADEM's eNOI website and will include the required ADEM Notice of Intent form and supporting exhibits. The Consultant will also assist the Client in registration with the eNOI site and permit submission process. The permit fee will be provided by the Client during the submission process and is not included in the fee below.

- Review and/or development of the site erosion and sediment control plan and detail sheets
- Preparation and submittal of the NPDES General Permit Notice of Intent, supporting exhibits and other documentation required by ADEM
- Develop Construction Best Management Practices Plan for the site
- Develop a Spill Prevention, Control and Countermeasures Plan for the site
- Coordinate with ADEM as needed

Lump Sum Fee: $ 2,500

5. REQUIRED LANDSCAPE DESIGN (PER LOCAL ORDINANCES)

The Consultant will provide a landscape plan for the site in accordance with the Client's general direction and in compliance with local requirements for interior and perimeter landscaping for the parking lot areas. Additionally, the Consultant will provide a landscape plan for the "foundation planting" around the building. The plans will include species, locations, and sizes of proposed plantings. This scope includes providing the required planting details and notes needed for installation of the proposed plants.

Lump Sum Fee $ 6,200

6. LANDSCAPE IRRIGATION CONSTRUCTION DOCUMENTS

The Consultant will design and prepare irrigation plans that will aid in the development of a project budget. This package will be sufficient for final pricing. The detailed scope is as follows:

- We will produce irrigation design and construction details appropriate to the landscape plans. These plans will include head location and types, and the complete layout of the lines including controller locations. We will provide the required irrigation details and notes needed for installation of the proposed plan. The irrigation plans will include tying into the existing system and coordinate any required renovations.
- Preparation construction plans, including:
  - Irrigation Plans
  - Irrigation Details

Lump Sum Fee $ 4,500

6. CONSTRUCTION ADMINISTRATION

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client
- Attendance at OAC meetings during construction

Hourly Estimate $ 5,000

FEE SUMMARY

1.	Boundary & Topographic Survey	$	8,500
2.	Preliminary Design	$	8,500
3.	Final Design & CDs	$	19,000
4.	ADEM Permitting	$	2,500
5.	Landscape Architecture	$	6,200
6.	Irrigation Plans	$	4,500
7.	Construction Administration	$	5,000
	GRAND TOTAL	$	54,200

*Plus, any reimbursables. Reimbursables and hourly phases to be billed per the Schedule of Unit Rates.

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. Construction Cost Estimates or quantity take-offs
4. Services related to Zoning or Entitlements
5. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
6. Offsite utility evaluation, extension, or upgrades
7. Geotechnical work of any kind
8. Corps of Engineers related work
9. ADEM Stormwater Permit Compliance Activities
10. Site Lighting
11. Structural design of any kind
12. Traffic Studies or Traffic signal design of any kind
13. Design of water tanks or sanitary sewer lift stations
14. Design changes or plan revisions after Client approval or related to Value Engineering
15. Design of fountains, detailed hardscape, accent lighting, or site furniture
16. Multiple design packages or public bid package
17. Permit applications and/or fees

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. Overtime rates may apply for work required during non-standard work hours.

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: 02/01/2022

ACCEPTED:

Client: City of Huntsville

Signature: _____

Name: Tommy Battle

Title: Mayor

Date: February 24, 2022

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 _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0154

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No. 2 and Final to the agreement between the City of Huntsville and Turner Construction Company for construction services for the Monroe Street Parking Deck

Resolution No.

Ordinance No.

Finance Information:

Account Number: 3080-14-00000-522007-GARMONST Click or tap here to enter text.

City Obligation Amount: $ 1,122.08

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Turner Construction Company for Construction Services for the Monroe Street Parking Garage located at 705 Monroe Street, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 14th day of May, 2020, be and the same is hereby amended as is reflected on Change Order Number 2 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Fourteen Million Five Hundred Seventy Two Thousand Nine Hundred Twenty Two Dollars and and 47/100's ($14,572,922.47) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Fourteen Million Five Hundred Seventy Four Thousand Forty Four Dollars and 55/100s ($14,574,044.55), including this Change Order Number 2 and Final in the amount of One Thousand One Hundred Twenty Two Dollars and 08/100s ($1,122.08), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 2 and Final to the contract between City of Huntsville and Turner Construction Company for the construction services at the Monroe Street Parking Garage consisting of sixty eight pages (68) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the_____day of_____, 2022.

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

ADOPTED this the_____day of_____, 2022.

_____
Mayor of the City of Huntsville, Alabama

Executed in 3 Counterparts

Bond Numbers
Liberty Bond No 015210225
Travelers Bond No 107135654
F&D/Zurich Bond No 9338774
Federal Bond No K40353690
Continental Bond No 3088482
BH Bond No 47-SUR-300033-01-0415

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 02

DATE: January 20, 2022
TO: Turner Construction Company
(Contractor)

PROJECT: Monroe Street Parking Garage

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to complete approved CMR No. 3 REV 1 – CMR No. 4, CMR No. 6 REV 1 – CMR No. 13, CMR No. 15 REV 2 – CMR No. 24 REV 1, CMR No. 26 REV 2 – CMR No. 37, CMR No. 39 REV 1 – CMR No. 49 REV 1, and CMR No. 51 – CMR No. 57
(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 $ 1,122.08	$
ORIGINAL CONTRACT PRICE	$ 14,401,808.14
Net total previous Change Orders	$ 171,114.33
Previous revised Contract Price	$ 14,572,922.47
This Change Order No. 02 ADD (DEDUCT)	$ 1,122.08
Revised Contract Price this date	$ 14,574,044.55

Extension of time resulting from this Change Order 221 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any 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
Liberty Mutual Insurance Company;
Travelers Casualty and Surety Company of America;
Fidelity and Deposit Company of Maryland;
Zurich American Insurance Company;
Federal Insurance Company;
The Continental Insurance Company;
Berkshire Hathaway Specialty Insurance Company
(Company)

By
(Authorized Representative) Elliott W Wolffe
Attorney in Fact

CONTRACTING PARTIES

Turner Construction Company
(Contractor)

By
(Authorized Representative)

RECOMMENDED

By
(Design Engineer or Architect)

By
(COH Facilities Project Manager)

By
(Director of General Services)

CITY OF HUNTSVILLE, ALABAMA

By
(Its Mayor)

By
(President of City Council)

Date

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 24th day of January, 2022 before me personally came Elliott W. Wolffe to me known, who, being by me duly sworn, did depose and say that she/he resides in Livingston, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

Bianca L. Meli

BIANCA L. MELI
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES
SEPTEMBER 30, 2024

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206136-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charo J. Rosemond, Elliott W. Wolffe, James Baldassare, Jr., John F. Surano, Krista A. Burke, Lisa M. Scavetta, Maria L. Spadaccini, Nicholas F. Walsh, Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2021

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of August 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January 2022

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets

Cash and Bank Deposits	$2,058,007,542
*Bonds — U.S Government	2,209,760,437
*Other Bonds	15,902,755,586
*Stocks	18,517,107,230
Real Estate	193,169,809
Agents' Balances or Uncollected Premiums	6,970,170,469
Accrued Interest and Rents	118,399,147
Other Admitted Assets	12,079,597,645
Total Admitted Assets	**$58,048,967,865**

Liabilities

Unearned Premiums		$8,448,706,991
Reserve for Claims and Claims Expense		23,879,216,613
Funds Held Under Reinsurance Treaties		343,068,613
Reserve for Dividends to Policyholders		1,192,716
Additional Statutory Reserve		77,397,000
Reserve for Commissions, Taxes and Other Liabilities		6,279,510,804
Total		**$39,029,092,737**
Special Surplus Funds	$178,155,102	
Capital Stock	10,000,075	
Paid in Surplus	10,945,045,214	
Unassigned Surplus	7,886,674,737	
Surplus to Policyholders		**19,019,875,128**
Total Liabilities and Surplus		**$58,048,967,865**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/21

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Elliott W. Wolffe** of **SADDLE BROOK** , , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of January 2022

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 239,403,348	UNEARNED PREMIUMS	$ 1,121,070,380
BONDS	3,831,166,651	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,656,709	COMMISSIONS	48,605,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,768	OTHER EXPENSES	42,508,558
NET DEFERRED TAX ASSET	55,186,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,686,484
REINSURANCE RECOVERABLE	32,533,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,846,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,156,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,667,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	588,668
		TOTAL LIABILITIES	$2,534,865,020
		CAPITAL STOCK	$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,850,760,847
		TOTAL SURPLUS TO POLICYHOLDERS	$2,091,054,607
TOTAL ASSETS	$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	$4,625,889,627

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J Doody

VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Krista A. BURKE, Charo J. ROSEMOND, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE, James BALDASSARE, JR. And John F. SURANO, of Saddle Brook, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of July A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of July , 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF. I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of January, 2022.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

DocuSign Envelope ID: 25267642-AE1F-41D6-A122-FF1E8CB2CB63

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2020 and December 31, 2019

	12/31/2020	12/31/2019
Assets		
Bonds	$ 15,696,060,158	$ 16,780,375,969
Preferred Stock	-	-
Common Stock	2,964,630,407	3,121,559,258
Real Estate	1,294,160,876	1,273,640,596
Other Invested Assets	1,435,120,966	1,185,313,467
Derivatives	178,175	21,358
Short-term Investments	285,002	14,532,665
Receivable for securities	809,339	114,199,089
Cash and cash equivalents	526,475,686	42,548,382
Securities lending reinvested collateral assets	105,614,095	55,769,285
Employee Trust for Deferred Compensation Plan	122,225,149	129,612,266
Total Cash and Invested Assets	$ 22,145,559,853	$ 22,717,572,333
Premiums Receivable	$ 5,318,928,254	$ 4,775,851,073
Funds Held with Reinsurers	99,875	97,862
Reinsurance Recoverable	1,248,855,148	1,497,744,413
Accrued Investment Income	118,531,136	127,170,427
Federal Income Tax Recoverable	507,200,404	565,755,651
Due from Affiliates	92,277,523	204,233,875
Other Assets	559,476,243	527,556,278
Total Assets	$ 29,990,928,434	$ 30,415,981,911
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 12,795,705,961	$ 12,626,869,059
Unearned Premium Reserve	3,952,940,831	3,845,794,904
Funds Held with Reinsurers	554,226,440	385,953,985
Loss In Course of Payment	1,351,312,377	1,442,194,686
Commission Reserve	119,930,116	124,215,143
Federal Income Tax Payable	34,772,832	-
Remittances and Items Unallocated	432,727,110	147,106,142
Payable to parent, subs and affiliates	273,601,687	294,896,500
Provision for Reinsurance	175,327,995	110,765,261
Ceded Reinsurance Premiums Payable	1,591,358,027	1,821,418,177
Securities Lending Collateral Liability	105,614,095	55,769,285
Other Liabilities	1,922,304,215	1,887,566,082
Total Liabilities	$ 22,809,821,689	$ 22,742,549,225
Policyholders' Surplus:		
Common Capital Stock	$ 5,000,000	$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	9,672,000	2,910,000
Cumulative Unrealized Gain	192,450,057	118,847,749
Unassigned Surplus	2,579,853,368	3,152,543,616
Total Policyholders' Surplus	$ 7,181,106,746	$ 7,673,432,686
Total Liabilities and Policyholders' Surplus	$ 29,990,928,434	$ 30,415,981,911

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2020, according to the best of my information, knowledge and belief.

DocuSigned by:
Laura J. Lazarczyk
42DF6DB9F137480...
Corporate Secretary

State of Illinois
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary public

DocuSign Envelope ID: 25267642-AE1F-41D6-A122-FF1E8CB2CB63

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2020

ASSETS

Bonds		$ 262,624,334
Stocks		19,715,392
Cash and Short-Term Investments		3,219,781
Reinsurance Recoverable		17,293,466
Federal Income Tax Recoverable		114,253
Other Accounts Receivable		29,083,530
TOTAL ADMITTED ASSETS		$ 332,050,756

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 539,588
Ceded Reinsurance Premiums Payable		43,847,005
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 44,413,593
Capital Stock, Paid Up	$ 5,000,000	
Surplus	282,637,163	
Surplus as regards Policyholders		287,637,163
TOTAL		$ 332,050,756

Securities carried at $165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be $346,439,970 and surplus as regards policyholders $302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:
Laura J. Lazarczyk
42DF8B9B47437489...

Corporate Secretary

State of Illinois
City of Schaumburg } SS

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary Public

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaccini, John F. Surano, Nicholas F. Walsh and Elliott W. Wolffe of Saddle Brook, New Jersey ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **29th** day of **July, 2020.**

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M Haney
Stephen M Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss:

On this **29th** day of **July, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th day of January 2022

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DocuSign Envelope ID: E57F730F-4FA0-4596-B091-C77F9A4052EE

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2020

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (247,647)	Outstanding Losses and Loss Expenses	$ 7,823,012
United States Government, State and Municipal Bonds	4,277,332	Reinsurance Payable on Losses and Expenses	1,421,176
Other Bonds	5,455,272	Unearned Premiums	2,145,775
Stocks	567,832	Ceded Reinsurance Premiums Payable	261,276
Other Invested Assets	1,207,053	Other Liabilities	551,641
TOTAL INVESTMENTS	11,259,842	TOTAL LIABILITIES	12,202,880
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	404,889	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	349,615	Unassigned Funds	1,591,718
Chubb Indemnity Ins. Co.	182,191		
Chubb National Ins. Co.	186,189	SURPLUS TO POLICYHOLDERS	4,324,172
Other Affiliates	98,826		
Premiums Receivable	1,634,609		
Other Assets	2,410,891		
TOTAL ADMITTED ASSETS	$ 16,527,052	TOTAL LIABILITIES AND SURPLUS	$ 16,527,052

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

"Electronic signatures only and no notary due to COVID-19 related stay at home restrictions"

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2020.

DocuSigned by: e this _____

John P Taylor

3FB94DA7737548E... Senior Vice President

_____ Notary Public

_____ My commission expires

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Elliott Wolffe, Maria L Spadaccini, James Baldassare Jr, Krista A Burke, Sherryanne M DePirro, Lisa M Scavetta, Nicholas F Walsh, Charo J Rosemond, John F Surano, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of January . 2022

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

THE CONTINENTAL INSURANCE COMPANY
Radnor, Pennsylvania
Statement of Net Admitted Assets and Liabilities
December 31, 2020

ASSETS

Bonds	$	1,486,639,077
Stocks		162,236,319
Cash and short-term investments		98,903,921
Receivables for securities		180,000
Investment income due and accrued		15,233,564
Amounts recoverable from reinsurers		53,225,848
Funds held by or deposited with reinsured companies		1,599,351
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		52,540,270
Premiums and considerations		42,752,978
Other assets		6,646,732
Total Assets	$	1,919,958,060

LIABILITIES AND SURPLUS

Losses	$	531,250,741
Loss adjustment expense		35,327,198
Unearned premiums		-
Other expenses		-
Federal and foreign income taxes payable		2
Ceded reinsurance premiums payable (net of ceding commissions)		40,875,605
Funds held by company under reinsurance treaties		2,701,045
Provision for reinsurance		30,000,000
Other liabilities		(487,038,433)
Total Liabilities	$	153,116,158

Surplus Account:			
Capital paid up	$ 53,566,360		
Gross paid in and contributed surplus	1,423,436,994		
Special Surplus	265,943,410		
Unassigned funds	23,895,138		
Surplus as regards policyholders		$	1,766,841,902
Total Liabilities and Capital		$	1,919,958,060

I, Julie Lee, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.

THE CONTINENTAL INSURANCE COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2025

By Yolanda Jimenez
Notary Public

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Andrew Waterbury, James Baldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, John F. Surano, Elliott W. Wolffe, Lisa M. Scavetta, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 24, 2021

_____
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2020	12/31/2019	12/31/2018
Total invested assets	$ 5,475,240,588	$ 5,172,183,338	$ 4,313,185,189
Premium & agent balances (n	603,615,506	368,086,012	301,849,144
All other assets	157,897,676	127,524,677	140,930,406
Admitted Assets	$ 6,236,753,770	$ 5,667,794,027	$ 4,755,964,739

LIABILITIES & SURPLUS*

	12/31/2020	12/31/2019	12/31/2018
Loss & loss exp. unpaid	$ 921,923,948	$ 634,745,558	$ 463,103,223
Unearned premiums	372,836,160	314,117,549	241,835,588
All other liabilities	1,054,922,210	744,738,458	570,628,148
Total Liabilities	2,349,682,318	1,693,601,565	1,275,566,959
Total Policyholders' Surplu	3,887,071,452	3,974,192,463	3,480,397,780
Total Liabilities & Surplus	$ 6,236,753,770	$ 5,667,794,028	$ 4,755,964,739

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/23/2020 CMR NUMBER: 3 - Revision 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 030 - Existing Foundation Conflict Along Column Line 1X.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $10,710.70
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: General Contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - _____ VALUE ENGINEERING OR COST REDUCTION
   - _____ CHANGES IN PROJECT SCOPE OF WORK
   - _____ OWNER REQUESTED UPGRADE
   - ✓ UNFORESEEN CONDITIONS
   - _____ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
   - ✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/10/2020 CMR NUMBER: 4

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 025 - Elevator 2 Shaft Size & Wall Location

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,153.03
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - i ✓ 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.
   - b ✓ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A" UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/10/2020 CMR NUMBER: 6 - Revision 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI 022 - Parking Garage Area Drains

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($8,622.14)
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.
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   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/3/2020 CMR NUMBER: 7

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI 029 - Drilled Pier & Foundation Design Update from Precast Loads

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $7,386.52
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: Contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - ✓ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
   - ✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 4/16/2021 CMR NUMBER: 8 - REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI 020 - Grade Beam Elevation at Grid Line 4

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,730.00
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: Contractor
5. OWNER'S CLASSIFICATION:

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   ____ CHANGES IN PROJECT SCOPE OF WORK
   ____ OWNER REQUESTED UPGRADE
   ___✓ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

   ____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   ___✓ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/3/2020 CMR NUMBER: 9

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fugua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 001 - Reinforcing Adjustments at Grid Line 3

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($1,704.41)
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: Contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - ✓ TECHNICAL COORDINATION
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   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/3/2020 CMR NUMBER: 10

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Pugus & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI 033 - North Bridge Foundation Elevation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($122.44)
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: Contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 4/16/2021 CMR NUMBER: 11 Option 1 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI 034 - Existing Curb on 4th Floor Demo and RFI 056 - 4th Floor Metal Tubes.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $15,534.65
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: Contractor RFI
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
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   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/10/2020 CMR NUMBER: 12

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 031 - Low Clearance in Garage at Grid Line 3D and 3E

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $6,756.48
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: Contractor
5. OWNER'S CLASSIFICATION:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/10/2020 CMR NUMBER: 13

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 59 - Signage at Monroe Street Entrance

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,915.40
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: Contractor
5. OWNER'S CLASSIFICATION:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 4/16/2021 CMR NUMBER: 15 - REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 032 - Elevator Fronts Infill Material

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $20,663.08
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: ARCHITECT
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/2021 - Revised 5/24/2021 **CMR NUMBER:** 16 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fugua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with ASI No 03R3. This pricing includes surface mounted conduit per coordination discussions

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $2,473.64
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:** Architect
5. **OWNER'S CLASSIFICATION:**
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 4/16/21 **CMR NUMBER:** 17 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 55 - Storm Structure Elevations

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $3,336.30
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:** Contractor RFI
5. **OWNER'S CLASSIFICATION:**
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   - ____ CHANGES IN PROJECT SCOPE OF WORK
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 5/17/21 **CMR NUMBER:** 18 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 058 - Slab on Grade Elevation Between Grid Line A and B. SOG elevation had to be revised to maintain 8'-4" minimum clearance after stone base was installed. Please note stone base could not be reused due to contamination.

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $9,506.27
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:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 5/17/21 CMR NUMBER: 19 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 061 - Slab on Grade South of Grid Line F.
SOG elevation had to be revised to maintain 8'-4" minimum clearance after stone base was installed.
Please note stone base could not be reused due to contamination.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $10,722.84
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

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   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 4/16/21 CMR NUMBER: 20 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to the Clinton Avenue Entrance Leak.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,350.25
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: Contractor
5. OWNER'S CLASSIFICATION:

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   ____ CHANGES IN PROJECT SCOPE OF WORK
   ____ OWNER REQUESTED UPGRADE
   ✓ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 2/23/21 - Revised 4/16/21 **CMR NUMBER:** 21 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 080 Pole Light Grounding and Lightning Protection

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $3,608.77
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:** Contractor RFI
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 5/24/2021 **CMR NUMBER:** 22 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fugua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 004R North Bridge Design and RFI No. 093 North Bridge on Property Line

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $30,950.00
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:** owner - Adjacent property owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   ____ CHANGES IN PROJECT SCOPE OF WORK
   ____ OWNER REQUESTED UPGRADE
   ____ UNFORESEEN CONDITIONS
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 5/11/21 CMR NUMBER: 23 - REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Turner requested the Architect and City of Huntsville to review large wire mesh screens on the exterior of the garage because of warping in the wire mesh which was an unforeseen condition Contract documents indicate to hot dip galvanize entire assembly. These costs are to provide replacing the warped pieces of screen with pregalvanized screen

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $18,871 44
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   - A. CONTRACTOR
   - B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Architect
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ✓ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/21 - Revised 4/16/21 **CMR NUMBER:** 24 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI 5 - Additional Electrical and Lighting

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $25,692.56
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:** Owner
5. **OWNER'S CLASSIFICATION:**

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 4/23/21 **CMR NUMBER:** 26 - REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with RFI No. 099 - Parking Control Equipment Relocation

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $35,151.36
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:** Owner
5. **OWNER'S CLASSIFICATION:**
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 4/16/21 CMR NUMBER: 27 26 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with RFI No. 077 - Slab on Grade

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($22,624.00)
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: Contractor RFI
5. OWNER'S CLASSIFICATION:

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 4/9/2021 - Revised 4/16/2021 CMR NUMBER: 28 - REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 091 - Cameras at the Control Booth

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $6,216.11
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: Construction RFI
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 5/24/2021 CMR NUMBER: 29

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No 090 - Storage Room No 102 Entry Elevation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,361.00
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: Contractor
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/10/2021 CMR NUMBER: 30

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Drilled Pier Allowance Reconciliation

Turner Construction is providing this reconciliation at this time however, we reserve our right to request an equitable adjustment of these unit prices at a later date.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($244,748.70)
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: contractor/owner - allowance reconciliation
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/4/2021 CMR NUMBER: 31

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 112 Expansion Joint Angles between the New and Existing Garage.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,915.10
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: Contractor RFI
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 Resubmitted 8/30/2021 CMR NUMBER: 32 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 098 - Signage Access at Big Spring Park

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $377.28
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: Contractor RFI
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 CMR NUMBER: 33

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 104 - Big Spring Park Woven Wire Mesh Lower Attachment

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $3,581.00
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: contractor
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 Resubmitted 7/2/2021 **CMR NUMBER:** 34 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 006 - Concrete Sidewalk Pattern

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $9,992.90
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:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 Resubmitted 7/14/2021 CMR NUMBER: 35 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 007 - Landscaped Changes

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$1,737.76
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: owner
5. OWNER'S CLASSIFICATION:

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
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   ____ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 CMR NUMBER: 36

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No 009 - Lights at Monroe

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $17,416.85
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:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 CMR NUMBER: 37

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No 114 - Top of Elevator Shaft Requirements

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $8,136.79
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: contractor
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ____ CHANGES IN PROJECT SCOPE OF WORK
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 6/18/2021 CMR NUMBER: 39 R1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No. 94 - Pedestrian Crossovers

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $17,382.97
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: contractor RFI
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
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   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7/2/2021 **CMR NUMBER:** 40

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No 113 - Phone Line in Elevator

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $4,118.11
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:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   _____ VALUE ENGINEERING OR COST REDUCTION
   _____ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   ✓ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

   ✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
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   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
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   - B. CoH PROJECT MANAGER
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7/12/2021 Resubmitted 7/14/2021 CMR NUMBER: 41 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No 110 - Parking Equipment Network Cable

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $5,005.57
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
   A. CONTRACTOR Keith Ds
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: contractor RFI
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 7/19/2021 CMR NUMBER: 42

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 008 - Additional Lettering at Big Spring Park

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,379.80
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
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/25/2021 CMR NUMBER: 43 R1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with request for Signage at the Clinton Ave Entrance

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $51,959.69
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 77

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: OWNER
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

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_____ CHANGES IN PROJECT SCOPE OF WORK
__✓__ OWNER REQUESTED UPGRADE
_____ UNFORESEEN CONDITIONS
_____ TECENICAL COORDINATION

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 8/4/2021 CMR NUMBER: 44

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Asphalt/Concrete Repairs along Grid Line 5

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $5,203.00
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: Contractor
5. OWNER'S CLASSIFICATION:

   CONTRACT MODIFICATION DUE TO:

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/25/2021 **CMR NUMBER:** 45 R1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 010 - Enclosures at the Elevators

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $107,213.46
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 127 From Original Substantial

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:** Steve Eichhorst Turbeville
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

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 9/7/2021 Resubmitted 9/15/2021 CMR NUMBER: 46 REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Pugsa & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No 011 - Added Exit Signs

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $9,339.52
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 17

   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: Colt inspection
5. OWNER'S CLASSIFICATION:

   CONTRACT MODIFICATION DUE TO:

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   ____ CHANGES IN PROJECT SCOPE OF WORK
   ____ OWNER REQUESTED UPGRADE
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 9/7/2021 **CMR NUMBER:** 47

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No 118 - Area South of Garage Footprint

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$13,989.71
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   - A. CONTRACTOR
   - B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Contractor
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ✓ CHANGES IN PROJECT SCOPE OF WORK
- ____ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 10/14/2021 CMR NUMBER: 48 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to RFI No.123 - Added Fire Alarm Strobes

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $7,689.75
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: Cott Inspector
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/21/2021 CMR NUMBER: 49 REV 1

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 012 - Added Clearance Signs

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $1,627.00
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: Architect
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ____ VALUE ENGINEERING OR COST REDUCTION
- ✓ CHANGES IN PROJECT SCOPE OF WORK
- ✓ OWNER REQUESTED UPGRADE
- ____ UNFORESEEN CONDITIONS
- ____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ____ 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 (CE)

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A" UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/17/2021 CMR NUMBER: 51

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Unsuitable Soils Allowance Reconciliation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$51,320.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Owner Allowance reconciliation
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)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/17/2021 CMR NUMBER: 52

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Mass Rock Removal Allowance Reconciliation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$80,185.00
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   - A. CONTRACTOR
   - B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: owner - allowance reconciliation
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ✓ VALUE ENGINEERING OR COST REDUCTION
- _____ CHANGES IN PROJECT SCOPE OF WORK
- _____ OWNER REQUESTED UPGRADE
- _____ UNFORESEEN CONDITIONS
- _____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

- A. CoH ESTIMATOR
- B. CoH PROJECT MANAGER
- C. DEPARTMENT HEAD (CUSTOMER)
- D. CoH FACILITIES PROJ MANAGER
- E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/17/2021 **CMR NUMBER:** 53

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Misc Existing Concrete Repairs Allowance Reconciliation

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** -$10,000.00
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. **INITIATED BY:** Owner - Allowance reconciliation
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)

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"EXHIBIT A" UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/11/2022 CMR NUMBER: 54 REV 2

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to Monroe Entrance Modifications - WALL MOD 12-10-2021 and Clinton Entrance Modifications - DRAINAGE MOD 12-10-2021

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $56,414.54
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: Owner
5. OWNER'S CLASSIFICATION:
   CONTRACT MODIFICATION DUE TO:
   _____ VALUE ENGINEERING OR COST REDUCTION
   _____ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   _____ TECHNICAL COORDINATION
6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:
   _____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A" UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/21/2021 CMR NUMBER: 55

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Door Hardware Allowance Reconciliation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $ (3,284.93)
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: Contractor
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION
_____ CHANGES IN PROJECT SCOPE OF WORK
_____ OWNER REQUESTED UPGRADE
_____ UNFORESEEN CONDITIONS
✓ TECHNICAL COORDINATION Allowance reconciliation

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

✓ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
_____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/7/2021 CMR NUMBER: 56

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Owner's Instructions Allowance Reconciliation

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): ($100,000.00)
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY:
5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ✓ VALUE ENGINEERING OR COST REDUCTION Allowance Reconciliation
- _____ CHANGES IN PROJECT SCOPE OF WORK
- _____ OWNER REQUESTED UPGRADE
- _____ UNFORESEEN CONDITIONS
- _____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

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- _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/7/2022 CMR NUMBER: 57

PROJECT: Monroe Street Parking Garage

OWNER: City of Huntsville

ARCHITECT: Fuqua & Partners Architects

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI No. 015R - Added Directional Exit Signage

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $4,617.44
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.
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

***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

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Turner Construction Company for Construction Services for the Monroe Street Parking Garage located at 705 Monroe Street, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 14th day of May, 2020, be and the same is hereby amended as is reflected on Change Order Number 2 and Final attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Fourteen Million Five Hundred Seventy Two Thousand Nine Hundred Twenty Two Dollars and and 47/100's ($14,572,922.47) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Fourteen Million Five Hundred Seventy Four Thousand Forty Four Dollars and 55/100s ($14,574,044.55), including this Change Order Number 2 and Final in the amount of One Thousand One Hundred Twenty Two Dollars and 08/100s ($1,122.08), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 2 and Final to the contract between City of Huntsville and Turner Construction Company for the construction services at the Monroe Street Parking Garage consisting of sixty eight pages (68) together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the_____day of_____, 2022.

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

ADOPTED this the_____day of_____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0155

Department: General Services

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

Resolution authorizing the Mayor to execute Modification No. 1 between the City of Huntsville and Turner Construction Company for the New City Hall and Parking Deck.

Resolution No.

Ordinance No.

Finance Information:

Account Number: 4015-14-00000-522010-00000000

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, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and Turner Construction Company for Construction Services for the New City Hall and Parking Deck, Huntsville, Alabama:

1. Article XIII, Section 13.1(B)(9)(b) of the Agreement is deleted in its entirety and replaced with the following:

   For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $25,000,000 per occurrence and $25,000,000 aggregate."

Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Fixed Price Agreement between the City of Huntsville and Turner Construction Company, consisting of two (2) 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

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to the
Fixed Price Agreement Between
the City of Huntsville, Alabama and
Turner Construction Co.
as adopted and approved Pursuant to
Resolution No. 21-1256

MODIFICATION NO. 1 FIXED PRICE AGREEMENT

This Modification No. 1 to the Fixed Price Agreement (this "Modification No. 1") is made effective as of the 24th day of February, 2022 by and between the CITY OF HUNTSVILLE, ALABAMA, (the "City") a municipal corporation within the State of Alabama (the "City") and TURNER CONSTRUCTION CO. ("TURNER").

WITNESSETH

WHEREAS the City and Turner entered into that certain fixed Price Agreement on December 16, 2021 (the "Agreement"), which set forth the respective rights and responsibilities of the parties for the construction of the new Huntsville City Hall ("City Hall"); and

WHEREAS, the parties mutually agree that the insurance requirements set forth in the Agreement do not represent the intent of the parties and the scope of the City Hall Project; and

WHEREAS, the City and Turner mutually desire to amend the Agreement as set forth herein in order to modify the insurance requirements.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. Article XIII, Section 13.1(B)(9)(b) of the Agreement is deleted in its entirety and replaced with the following:

> For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $25,000,000 per occurrence and $25,000,000 aggregate."

2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, on the date set forth above.

THE CITY OF HUNTSVILLE,
ALABAMA

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

TURNER CONSTRUCTION CO.

By: _____
Its:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and Turner Construction Company for Construction Services for the New City Hall and Parking Deck, Huntsville, Alabama:

1. Article XIII, Section 13.1(B)(9)(b) of the Agreement is deleted in its entirety and replaced with the following:

   For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $25,000,000 per occurrence and $25,000,000 aggregate."

Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Fixed Price Agreement between the City of Huntsville and Turner Construction Company, consisting of two (2) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0173

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services of the John Hunt Park Kids Space

Resolution No.

Finance Information:

Account Number: 4013-14-00000-521016-00000000

City Obligation Amount: $ 29,715.00

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Kid's Space Redevelopment located at the 2010 Airport Road Huntsville, Alabama in the amount of Twenty Nine Thousand Seven Hundred Fifteen Dollars and 00/100s ($29,715.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of eighteen (18) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GTEC CORPORATION

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

GTEC Corporation
412 Governors Drive
Huntsville

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: John Hunt Park Kids Space
General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections for the

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **February 25, 2022**. The final completion date for the completion of the Project shall be approximately **February 25, 2023**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the **John Hunt Park Kids Space** as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", the Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.4.3 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.4.4 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.4.5 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.4.6 As relates to materials testing and inspection services performed herein, the Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner and the Project Architect that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with

the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.4.8 In accordance with Section 7.7 herein, the Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

1.6.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.7 PERSONNEL

1.7.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
W. Zack Young	**President**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.7.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Diana Cook, PE	**256-924-1308**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **$29, 715.00** (Twenty Nine Thousand Seven Hundred Fifteen Dollars and N0/100s**)** with an additional reimbursable amount of $1,000.00**.** These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.4 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the

Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

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

his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverage's Only:

a. **T**he City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Architect. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Architect's insurance and shall not contribute to it.

c. Engineer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

W. Zack Young
By:

(SIGNATURE)

W. Zack Young
GTEC Corporation
412 Governors Drive
Huntsville, AL 35801

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

February 4, 2022

EXHIBIT A

City of Huntsville
General Services Department
615 Washington Street
Huntsville, AL 35801

ATTN: Mr. Chris O'Neil

SUBJECT: Proposal for Construction Services
John Hunt Skate Park & Kids Space
Huntsville, Alabama
GTEC Proposal No. 0497-P

Ladies and Gentlemen,

GTEC, LLC (GTEC) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule, and presents the associated compensation for our services. Our General Terms and Conditions are attached and incorporated as part of the proposal.

PROJECT INFORMATION

Based on our (telephone, email) correspondence on January 25, 2022, with Mr. Chris O'Neil, we understand a new kids play space will be constructed at the site. Information concerning the construction were provided through the project drawings via an email from Mr. O'Neil. Aspects of the project include additional parking, sidewalks, rubberized play surfaces, restrooms, a sitting wall, an arch bridge, and shade sails. We understand that the City has contracted others to apply for a ADEM NPDES Permit and provide the required inspections.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

- **Laboratory Testing in Support of Field Density Testing**: After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.

- **Proofrolling Observations**: Our personnel can visually evaluate subgrade soil conditions in areas planned to receive structural fill, or in areas that have been filled to the finished grades. Proofrolling may help to identify areas which pump, rut, or deflect under passage of construction equipment.

- **Undercut Observations and Documentation**: Our personnel can observe undercutting within the building pad and document that any undocumented fill, organic matter, etc. is removed in accordance with the recommendations of the Geotechnical Exploration.

- **Density Testing**: Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.

- **Shallow Foundation Excavation Evaluations**: After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the recommendations of the Geotechnical Exploration. Once reviewed by an GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.

- **Concrete Sampling and Compressive Strength Testing**: During placement of fresh concrete, our personnel can perform air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by an GTEC project manager and forwarded to you. The client and contractor should understand GTEC does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

- **Density Testing of Compacted Aggregate Base Course**: After the dense graded aggregate has been placed and compacted, our personnel can perform density testing by either the Sand Cone Method or Nuclear Density Method.

- **Asphalt Testing**: At the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF), if available, to obtain a percent compaction for each core.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Special Inspection Testing and Observations in accordance with the International Building Code.
- We assume the contractor (or appropriate subcontractor) will provide their own competent person for OSHA related excavation evaluations.
- Engineering design of excavation shoring or shielding.
- Observation and documentation of steel reinforcing.
- Masonry wall construction observations.
- Floor flatness/levelness testing.
- Visual welding and/or bolt torque evaluations.
- Asphalt testing during production. We assume the asphalt paving contractor will perform their own quality control testing during placement.
- Stormwater Management Permitting and Inspections

As the project advances, we would be happy to incorporate the applicable portions of these excluded services into an addendum to this proposal, if needed.

CLIENT RESPONSIBILITIES

- Plans and Specifications: Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager at the following email address.

  Jeremy C. Jess, P.E.
  jjess@gteccorp.com

- Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. We require a minimum 48-hour notification when our services will be needed during night-time work, weekends, and/or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. When these holidays occur on a weekend, GTEC observes the holiday by closing our offices the Friday prior to, or the Monday following, the holiday.

  Please coordinate a site visit to obtain representative soil and/or dense graded aggregate samples for laboratory Proctor testing at least 3 days prior to any scheduled field density testing.

  When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the

Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.

- Concrete Curing Box: Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is typically constructed by the contractor.
- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8-inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8-inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8-inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8-inch cylinders, please notify us.
- Report Distribution: Provide us with all applicable names and addresses for report distribution.

COMPENSATION

As requested, we have prepared and attached Fee Estimates for our services. Based on the scope of work requested, the construction schedule, and the quantities on the attached Fee Estimates, we estimate our fees will be on the order of:

Construction Materials Testing:	**$21,915.00**
Concrete Testing Items related to the Skate Park:	**$ 7,800.00**
Total:	**$29,715.00**

Since our services are dependent on the contractor's schedule and the number of trips requested, please verify that our assumptions and/or quantities are consistent with the project schedule. We will not exceed the above amount without your prior approval.

AUTHORIZATION

Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and/or if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to GTEC that you have reviewed the proposal and the General Terms and Conditions and hereby accept both as written.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended unless the changes are first agreed to in writing by the Client and GTEC. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by GTEC.

CLOSING REMARKS

GTEC appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this proposal, please do not hesitate to contact us at your convenience.

Respectfully,
GTEC

Jeremy C. Jess, P.E.
Executive Vice President

W. Zack Young, S.I.
President

Attachments: GTEC Fee Schedule
Fee Estimate
General Terms and Conditions

To Authorize this Proposal, please sign below:

Printed Name/Title	Company Name
Signature and Date	Billing Address
	Accounts Payable Email Address

GTEC
Geotechnical Testing & Environmental Consultants

Personnel Rates	Rate
Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control)	$52.00 hourly
Field Tech Level 2 (NCAT - Asphalt, Masonry Observation)	$62.00 hourly
Steel Inspector	$78.00 hourly
Administrative Personnel	$65.00 hourly
Staff Professional	$87.00 hourly
Project Manager	$125.00 hourly
Senior Engineer, Registered / Senior Project Manager	$135.00 hourly
Principal Engineer	$160.00 hourly
Additional Services/Equipment Charges	**Rate**
Nuclear Gauge Rental	$40.00 day
Concrete Equipment (Includes slump cone, air meter, and unit weight bucket)	$40.00 day
Truck Daily Charge	$50.00 trip
Coring Equipment	$200.00 day
Lab Tests	**Rate**
Moisture Content	$10.00 each
Atterberg Limits, ASTM D423 and D424	$85.00 each
Standard Proctor compaction test, ASTM D698	$130.00 each
Modified Proctor compaction test, ASTM D1557	$145.00 each
Concrete cylinders, lab cure, compressive test & report	$25.00 each
Construction Stormwater Permitting/Inspecting	**Rate**
NPDES Permit Application, per site (20% Markup)	$1,475.00 app
Prepare eNOI	$600.00 each
NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC)	$360.00 insp
NPDES Permit Final Report and Termination/Close-out	$400.00 each
CBMPP, Design and Application of CBMPP	$1,700.00 each

Note:

* All rates will remain in effect through the duration of the project.
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 2 hours will be charged per trip for any work performed.

412 Governors Drive Huntsville, AL 35801
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

GTEC

FEE ESTIMATE

Job Name: John Hunt Park Soccer Championship Phase 2
Location: Huntsville, AL
Proposal No.: 498

Estimate by: Jeremy Jess
Date: 2/4/2022

General Information and Assumptions

Based on general review of the provided drawings by Schoel dated 1-6-22.
Based on a standard work schedule of 5 days per week, 8 hours per day.

Site Evaluation (Estimated 6 site visits)	Qty.	Cost	Unit	Subtotal
Staff Professional	24	$ 87.00	hr.	$ 2,088.00
Truck Daily Charge	6	$ 50.00	day	$ 300.00
			SUBTOTAL:	$ 2,388.00

Earthwork (Estimated 30 trips for earthwork observations and soil/CAB testing)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	120	$ 52.00	hr.	$ 6,240.00
Atterberg Limits	2	$ 85.00	ea.	$ 170.00
Soil Standard Proctor	2	$ 130.00	ea.	$ 260.00
Stone Standard Proctor	1	$ 145.00	ea.	$ 145.00
Equipment Charge	30	$ 40.00	ea.	$ 1,200.00
Truck Daily Charge	30	$ 50.00	day	$ 1,500.00
			SUBTOTAL:	$ 9,515.00

Foundation Evaluations (Estimated 8 trips for structure foundation evaluations)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	32	$ 52.00	hr.	$ 1,664.00
Truck Daily Charge	8	$ 50.00	day	$ 400.00
			SUBTOTAL:	$ 2,064.00

Cast-in-Place Concrete (Estimated 14 pours & 14 cylinder pick ups)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1 (including pick-up)	84	$ 52.00	hr.	$ 4,368.00
Concrete Test Cylinders	70	$ 25.00	ea.	$ 1,750.00
Equipment Charge	14	$ 40.00	ea.	$ 560.00
Truck Daily Charge	28	$ 50.00	day	$ 1,400.00
			SUBTOTAL:	$ 8,078.00

Asphalt Testing (Estimated 2 cores after asphalt placement for thickness check)	Qty.	Cost	Unit	Subtotal
Field Technician Level 2	6	$ 52.00	hr.	$ 312.00
Coring Equipment	1	$ 200.00	day	$ 200.00
Truck Daily Charge	1	$ 50.00	day	$ 50.00
			SUBTOTAL:	$ 562.00

Project Management (Report review and preparation, field support, scheduling, etc.)	Qty.	Cost	Unit	Subtotal
Administrative Services	18	$ 65.00	hr.	$ 1,170.00
Project Manager	52	$ 125.00	hr.	$ 6,500.00
			SUBTOTAL:	$ 7,670.00
			TOTAL: $	**29,715.00**

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Kid's Space Redevelopment located at the 2010 Airport Road Huntsville, Alabama in the amount of Twenty Nine Thousand Seven Hundred Fifteen Dollars and 00/100s ($29,715.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of eighteen (18) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0156

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Championship Soccer Phase 2

Resolution No. 22-130

Finance Information:

Account Number: 4013-14-00000-521015-PHASE002-

City Obligation Amount: 53,941.00

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Championship Soccer Phase 2 located at Airport Road Huntsville, Alabama in the amount of Fifty Three Thousand Nine Hundred Forty One Dollars and 00/100s ($53,941.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of twenty three (23) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GTEC CORPORATION

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

GTEC Corporation
412 Governors Drive
Huntsville, Alabama 35801

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: John Hunt Park Championship Soccer Phase 2
General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **February 25, 2022**. The final completion date for the completion of the Project shall be approximately **May 1, 2023**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the **John Hunt Park Championship Soccer Phase 2** as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", the Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.4.3 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.4.4 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.4.5 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.4.6 As relates to materials testing and inspection services performed herein, the Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner and the Project Architect that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with

the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.4.8 In accordance with Section 7.7 herein, the Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

1.6.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.7 PERSONNEL

1.7.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
W. Zack Young	**President**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.7.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work TelephoneCell Telephone
Diana Cook, PE	**256-924-1308**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **$53,941.00** (Fifty Three Thousand Nine Hundred Forty One Dollars and N0/100s**)** with an additional reimbursable amount of $3,000.00**.** These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.4 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the

Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

The Engineer shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Engineer shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

$ 1,000,000 Each Occurrence

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverage's Only:

a. **T**he City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Architect. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Architect's insurance and shall not contribute to it.

c. Engineer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V**.**

E. VERIFICATION OF COVERAGE:

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

W. Zack Young
By:

(SIGNATURE)

W. Zack Young
GTEC Corporation
412 Governors Drive
Huntsville, AL 35801

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

February 9, 2022

EXHIBIT A

City of Huntsville
General Services Department
615 Washington Street
Huntsville, AL 35801

ATTN: Mr. Chris O'Neil

SUBJECT: Proposal for Construction Services
JHP Championship Soccer Phase 2
Huntsville, Alabama
GTEC Proposal No. 0498-P

Ladies and Gentlemen,

GTEC, LLC (GTEC) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule, and presents the associated compensation for our services. Our General Terms and Conditions are attached and incorporated as part of the proposal.

PROJECT INFORMATION

Based on our telephone and email correspondence on January 25, 2022, with Mr. Chris O'Neil, we understand new synthetic soccer fields, parking, and support facilities will be constructed at the site. Information concerning the construction details or schedule were not available at the time of this proposal. The City of Huntsville has requested GTEC apply for an NPDES permit through ADEM for Phase 1 and Phase 2 of the Championship Soccer Complex and Parking.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

- **Stormwater Services:** GTEC proposes to prepare a CBMPP based on erosion control drawings prepared by CROY Engineering. After the CBMPP has been completed, GTEC will submit the ADEM Construction Stormwater Permit NOI via the ADEM Alabama Environmental Planning and Compliance System (AEPACS). After the NOI has been submitted to ADEM, the applicant will be required to log into the ADEM AEPACS to digitally sign the permit. GTEC will perform a preconstruction site inspection, monthly site inspections, and inspections after qualifying rain events when the project starts. Per the permit, a qualifying rain event consists of 0.75-

inches of rain within a 24-hour time period. Unless otherwise directed, GTEC will use the Huntsville International Airport reported rainfall as the basis for a qualifying rain event.

- **Laboratory Testing in Support of Field Density Testing:** After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.
- **Undercut Observations and Documentation:** Our personnel can observe undercutting within the building pad and document that any undocumented fill, organic matter, etc. is removed in accordance with the recommendations of the Geotechnical Exploration.
- **Proofrolling Observations:** Our personnel can visually evaluate subgrade soil conditions in areas planned to receive structural fill, or in areas that have been filled to the finished grades. Proofrolling may help to identify areas which pump, rut, or deflect under passage of construction equipment.
- **Density Testing:** Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.
- **Density Testing for Utility Backfill:** Our personnel can perform density testing in utility line backfill during fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.
- **Shallow Foundation Excavation Evaluations:** After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the recommendations of the Geotechnical Exploration. Once reviewed by an GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.
- **Field Light Pole Foundation Observations:** During installation of the drilled Foundations, an GTEC staff professional can observe the drilling for material changes and consistency. For each foundation, a summary will be provided that includes items such as depth, diameter and general installation methods and notes.
- **Concrete Sampling and Compressive Strength Testing:** During placement of fresh concrete, our personnel can perform air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by an GTEC project manager and forwarded to you.
- **Density Testing of Compacted Aggregate Base Course:** After the dense graded aggregate has been placed and compacted, our personnel can perform density testing by either the Sand Cone Method or Nuclear Density Method.
- **Asphalt Testing:** At the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF), if available, to obtain a percent compaction for each core.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Special Inspection Testing and Observations in accordance with the International Building Code.
- We assume the contractor (or appropriate subcontractor) will provide their own competent person for OSHA related excavation evaluations.
- Engineering design of excavation shoring or shielding.
- Masonry wall construction observations.
- Floor flatness/levelness testing.
- Visual welding and/or bolt torque evaluations.
- Roofing observations.
- Asphalt testing during production. We assume the asphalt paving contractor will perform their own quality control testing during placement.

As the project advances, we would be happy to incorporate the applicable portions of these excluded services into an addendum to this proposal, if needed.

CLIENT RESPONSIBILITIES

- Plans and Specifications: Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager at the following email address. Jeremy C. Jess, P.E. jjess@gteccorp.com

- Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. We require a minimum 48-hour notification when our services will be needed during night-time work, weekends, and/or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. When these holidays occur on a weekend, GTEC observes the holiday by closing our offices the Friday prior to, or the Monday following, the holiday.

  Please coordinate a site visit to obtain representative soil and/or dense graded aggregate samples for laboratory Proctor testing at least 3 days prior to any scheduled field density testing.

  When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the

Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.

- Concrete Curing Box: Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders. Based on our experience, a wooden curing box (insulated during cold temperatures) is typically constructed by the contractor.
- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8 inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8 inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8 inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8 inch cylinders, please notify us.
- Report Distribution: Provide us with all applicable names and addresses for report distribution.
- Verification of Proposed GTEC Testing Methods: Confirm that the proposed testing methods (sand cone, drive tube, and/or nuclear density gauge) meet the test method requirements of the project specifications and/or any other requirements (State, County, City, etc.) associated with this project.
- Identify the Preferred Patching Material: Please let us know if you would prefer the asphalt core holes be patched with either concrete or asphalt. If there is no preference identified prior to mobilizing to the site, we will utilize the surplus materials we have on hand.

COMPENSATION

As requested, we have prepared and attached Fee Estimates for our services. Based on the scope of work requested, the construction schedule, and the quantities on the attached Fee Estimates, we estimate our fees will be on the order of:

Construction Materials Testing:	**$41,339.00**
Storm Water Services:	**$ 12,602.00**
Total:	**$53,941.00**

Since our services are dependent on the contractor's schedule and the number of trips requested, please verify that our assumptions and/or quantities are consistent with the project schedule. We will not exceed the above amount without your prior approval.

AUTHORIZATION

Our General Terms and Conditions are attached and are incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall

not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and/or if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to GTEC that you have reviewed the proposal and the General Terms and Conditions and hereby accept both as written.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended unless the changes are first agreed to in writing by the Client and GTEC. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by GTEC.

CLOSING REMARKS

GTEC appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this proposal, please do not hesitate to contact us at your convenience.

Respectfully,
GTEC

Jeremy C. Jess, P.E.
Executive Vice President

W. Zack Young, S.I.
President

Attachments: GTEC Fee Schedule
Fee Estimate
General Terms and Conditions

To Authorize this Proposal, please sign below:

Printed Name/Title	Company Name
Signature and Date	Billing Address
	Accounts Payable Email Address

GTEC

Geotechnical Testing & Environmental Consultants

Personnel Rates	Rate
Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control)	$52.00 hourly
Field Tech Level 2 (NCAT - Asphalt, Masonry Observation)	$62.00 hourly
Steel Inspector	$78.00 hourly
Administrative Personnel	$65.00 hourly
Staff Professional	$87.00 hourly
Project Manager	$125.00 hourly
Senior Engineer, Registered / Senior Project Manager	$135.00 hourly
Principal Engineer	$160.00 hourly
Additional Services/Equipment Charges	**Rate**
Nuclear Gauge Rental	$40.00 day
Concrete Equipment (Includes slump cone, air meter, and unit weight bucket)	$40.00 day
Truck Daily Charge	$50.00 trip
Coring Equipment	$200.00 day
Lab Tests	**Rate**
Moisture Content	$10.00 each
Atterberg Limits, ASTM D423 and D424	$85.00 each
Standard Proctor compaction test, ASTM D698	$130.00 each
Modified Proctor compaction test, ASTM D1557	$145.00 each
Concrete cylinders, lab cure, compressive test & report	$25.00 each
Construction Stormwater Permitting/Inspecting	**Rate**
NPDES Permit Application, per site (w/20% Markup)	$1,662.00 app
Prepare eNOI	$600.00 each
NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC)	$360.00 insp
NPDES Permit Final Report and Termination/Close-out	$400.00 each
CBMPP, Design and Application of CBMPP	$1,700.00 each

Note:

* All rates will remain in effect through the duration of the project.
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 2 hours will be charged per trip for any work performed.

412 Governors Drive Huntsville, AL 35801
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

GTEC

FEE ESTIMATE

Job Name: John Hunt Park Championship Soccer Phase 2 — **Estimate by:** Jeremy Jess
Location: Huntsville, AL — **Date:** 2/8/2022
Proposal No.: 498

General Information and Assumptions

Based on general review of the provided conceptual drawing by the City of Hunstville.
Based on a standard work schedule of 5 days per week, 8 hours per day.

Site Evaluation (Estimated 6 site visits)	Qty.	Cost	Unit	Subtotal
Staff Professional	24	$ 87.00	hr.	$ 2,088.00
Truck Daily Charge	6	$ 50.00	day	$ 300.00
			SUBTOTAL:	$ 2,388.00

Earthwork (Estimated 50 trips for earthwork observations and soil/CAB testing)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	200	$ 52.00	hr.	$ 10,400.00
Atterberg Limits	2	$ 85.00	ea.	$ 170.00
Soil Standard Proctor	2	$ 130.00	ea.	$ 260.00
Stone Standard Proctor	1	$ 145.00	ea.	$ 145.00
Equipment Charge	50	$ 40.00	ea.	$ 2,000.00
Truck Daily Charge	50	$ 50.00	day	$ 2,500.00
			SUBTOTAL:	$ 15,475.00

Field Light Pole and Structure Foundation Evaluations (Estimated 16 trips for structure foundation evaluations)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	96	$ 52.00	hr.	$ 4,992.00
Truck Daily Charge	16	$ 50.00	day	$ 800.00
			SUBTOTAL:	$ 5,792.00

Cast-in-Place Concrete (Estimated 20 pours & 20 cylinder pick ups)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1 (including pick-up)	100	$ 52.00	hr.	$ 5,200.00
Concrete Test Cylinders	100	$ 25.00	ea.	$ 2,500.00
Equipment Charge	20	$ 40.00	ea.	$ 800.00
Truck Daily Charge	40	$ 50.00	day	$ 2,000.00
			SUBTOTAL:	$ 10,500.00

Asphalt Testing (Estimated 10 cores after asphalt placement for thickness check)	Qty.	Cost	Unit	Subtotal
Field Technician Level 2	12	$ 52.00	hr.	$ 624.00
Coring Equipment	2	$ 200.00	day	$ 400.00
Truck Daily Charge	2	$ 50.00	day	$ 100.00
			SUBTOTAL:	$ 1,124.00

Stormwater Inspections (Estimated 2 site visits per month for 12 months)	Qty.	Cost	Unit	Subtotal
Prepare eNOI	1	$ 600.00	ea.	$ 600.00
CBMPP, Design and Application of CBMPP	1	$ 1,700.00	ea.	$ 1,700.00
NPDES Permit Application (w/ 20% Markup)	1	$ 1,662.00	ea.	$ 1,662.00
NPDES Monthly Monitoring Service	24	$ 360.00	ea.	$ 8,640.00
			SUBTOTAL:	$ 12,602.00

Project Management (Report review and preparation, field support, scheduling, etc.)	Qty.	Cost	Unit	Subtotal
Administrative Services	24	$ 65.00	hr.	$ 1,560.00
Project Manager	36	$ 125.00	hr.	$ 4,500.00
			SUBTOTAL:	$ 6,060.00
			TOTAL: $	**53,941.00**

General Terms and Conditions

The standard of care for all professional, geotechnical, and related services performed or furnished by GTEC, LLC (GTEC) under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GTEC makes no warranties, express or implied, under this Agreement or otherwise, in connection with GTEC's services. Interpretations and recommendations by GTEC will be based on information available to or developed by GTEC. Owner recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other Site explorations are made, and that Site conditions may change with time.

Neither Owner nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of GTEC's services. GTEC shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

GTEC may retain such Consultants as GTEC deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

GTEC shall be fully responsible to Owner for all acts and omissions of Consultants and other entities or individuals performing or furnishing any of the Geotechnical Services, just as GTEC is responsible for its own acts and omissions.

Subject to the standard of care set forth above, GTEC and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Compliance with Laws and Regulations, and Policies and Procedures:

1. GTEC and Owner shall comply with applicable Laws and Regulations.
2. GTEC shall comply with any and all policies, procedures, instructions, and Site access and restoration requirements that are applicable to Geotechnical Services and that Owner provides to GTEC in writing, subject to the standard of care set forth in these agreement, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to GTEC's scope of services, times of performance, or compensation:
    a. changes after the Effective Date to Laws and Regulations;
    b. the receipt by GTEC after the Effective Date of Owner-provided written policies and procedures;
    c. changes after the Effective Date to Owner-provided written policies or procedures.

GTEC shall not be required to sign any document, no matter by whom requested, that would result in GTEC having to certify, guarantee, or warrant the existence of conditions whose existence GTEC cannot ascertain. Owner agrees not to make resolution of any dispute with GTEC or payment of any amount due to GTEC in any way contingent upon GTEC signing any such document.

GTEC shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall GTEC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site (except with respect to GTEC's own services and those of its Consultants), nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

GTEC neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract.

GTEC shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by GTEC or its Consultants.

GTEC is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

GTEC's services do not include providing legal advice or representation.

GTEC's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

While at the Site, GTEC, its Consultants, and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's, and other safety programs of which GTEC has been informed.

Geotechnical Consultation during Construction Phase Services

1. GTEC shall be responsible only for those Geotechnical Consultation during Construction Phase services expressly required of GTEC in our signed agreement. With the exception of such expressly required services, GTEC shall have no design, submittal review, or other obligations during construction with respect to the Project's geotechnical aspects or otherwise, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other Construction Phase administrative, engineering, and professional services.

2. Notwithstanding the above, GTEC shall be responsible for any professional opinions and interpretations provided by GTEC to Owner, Engineer, or others during construction, including interpretations or clarifications of the Construction Contract Documents, and shall remain responsible for all other services performed or furnished under this Agreement.

Use of Documents

1. All Documents are instruments of service in respect to this Project, and GTEC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the GTEC) whether or not the Project is completed.
2. GTEC grants Owner and Engineer a license to use the Geotechnical Report and other Documents for any reasonable purpose, to include the Geotechnical Report and other Documents in Bidding Documents and Construction Contract Documents issued by Owner, and to furnish copies of the Geotechnical Report and other Documents to any third party at any time, without notice to or permission from GTEC, provided that Owner is in full compliance with the provisions of this Agreement governing payment for services rendered in preparing the Geotechnical Report and other Documents. GTEC waives any claim against Owner or Engineer with respect to any such use or furnishing of the Geotechnical Report and other Documents.
3. Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. GTEC grants Owner, Engineer, and any design professionals retained by Owner or Engineer, a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by GTEC of full payment due and owing for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by GTEC, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by GTEC; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by GTEC, as appropriate for the specific purpose intended, will be at the user's sole risk and without liability or legal exposure to GTEC or its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents by Owner without written verification, completion, or adaptation by GTEC; and (4) such limited license shall not create any rights in other third parties.
4. If, in addition to performing the GTEC's services under this Agreement, GTEC at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate GTEC at rates or in an amount to be agreed upon by Owner and GTEC.

Electronic Transmittals

1. The Owner and GTEC may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
2. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and GTEC shall jointly develop such protocols.
3. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Limitation of Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GTEC and its officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, GTEC's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of GTEC or its officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of $50,000 or the total compensation received by GTEC under this Agreement, whichever is greater. Higher limits are available for an additional fee.

Insurance

1. GTEC shall procure and maintain insurance as set forth in Insurance. GTEC shall cause Owner and Engineer (if any) to be listed as additional insureds on any applicable general liability insurance policy carried by GTEC.
2. Owner shall procure and maintain insurance as set forth in Insurance. Owner shall cause GTEC and its Consultants to be listed as additional insureds on any general liability policies carried by Owner that are applicable to the Project.
3. If GTEC's services under this Agreement include Construction Phase services, and Owner requires Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, or other insurance deemed necessary to protect Owner's interests in the Project, then Owner shall further require Contractor to cause GTEC and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
4. Owner and GTEC shall each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates shall be furnished prior to commencement of GTEC's services and at renewals thereafter during the life of the Agreement.
5. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against GTEC or its Consultants. Owner and GTEC waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and GTEC shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
6. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits, or obtain replacement coverage meeting the requirements of this Agreement.

7. At any time, Owner may request that GTEC or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by Owner, and if commercially available, GTEC shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

Suspension and Termination

1. Suspension:
   a. By Owner: Owner may suspend GTEC's services under this Agreement for up to 90 days upon seven days written notice to GTEC.
   b. By GTEC: GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay GTEC for invoiced services and expenses or in response to the presence of Constituents of Concern at the Site.
2. Termination: The obligation to provide further services under this Agreement may be terminated:
   a. For cause,
      i. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
      ii. By GTEC:
         1. upon seven days written notice if Owner demands that GTEC furnish or perform services contrary to GTEC's responsibilities as a licensed professional; or
         2. upon seven days written notice if GTEC's services for the Project are delayed or suspended for more than 90 days for reasons beyond GTEC's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
         3. GTEC shall have no liability to Owner on account of such termination.
      iii. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but not exceed, 60 days after the date of receipt of the notice.
   b. For convenience, by Owner effective upon GTEC's receipt of notice from Owner.
3. Effective Date of Termination: The terminating party under may set the effective date of termination at a time up to 30 days later than otherwise provided to allow GTEC to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
4. Payments Upon Termination
   a. In the event of any termination, GTEC will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon receiving such payment, GTEC shall provide all Documents to Owner, which shall have the limited right to the use of all Documents, at Owner's sole risk.
   b. In addition to invoicing for those items identified, in the event of termination by Owner for convenience or by GTEC for cause the GTEC shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the agreement.

Controlling Law: This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

1. Owner and GTEC are hereby bound and the successors, executors, administrators, and legal representatives of Owner and GTEC (and to the extent permitted the assigns of Owner and GTEC) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor GTEC may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise in this Agreement:
   a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or GTEC to: (a) any Constructor; (c) any other third-party individual or entity; or (d) to any surety for or employee of any of them.
   b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and GTEC and not for the benefit of any other party. GTEC shall not be responsible for unreasonable interpretations or misuse of the Geotechnical Report or other Documents by third parties.
   c. Owner agrees that the substance of the provisions shall appear in each Construction Contract between Owner and any Contractor.

Dispute Resolution

1. Owner and GTEC agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights under law.
2. If the parties fail to resolve a dispute through negotiation, then either or both may exercise their rights under law.

Environmental Condition of Site

1. Owner represents to GTEC that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to GTEC, exist at or adjacent to the Site.

2. If GTEC encounters or learns of an undisclosed Constituent of Concern at the Site, then GTEC shall promptly notify (1) Owner and (2) appropriate governmental officials if GTEC reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that GTEC's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If GTEC or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then GTEC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of GTEC's services under this Agreement, then the GTEC shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
6. Owner acknowledges that GTEC is performing professional services for Owner and that GTEC is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.

Indemnification and Mutual Waiver

1. Indemnification by GTEC: To the fullest extent permitted by Laws and Regulations, GTEC shall indemnify and hold harmless Owner, Engineer, and their officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of GTEC or GTEC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and GTEC in Limitations of Liability.
2. Indemnification by Owner: Owner shall indemnify and hold harmless GTEC, and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations, and to the extent (if any) required in Limitations of Liability.
3. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated, or required by the Prime Agreement.
4. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, GTEC, and all other negligent entities and individuals.
6. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and GTEC waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Records Retention

1. GTEC shall retain on file in legible form all boring logs, field data, laboratory test data, calculations, notes, and other records (including cost records) related to the Project for a period of five years following the completion or termination of services under this Agreement. Upon Owner's request, GTEC shall provide a copy of any such item to Owner at cost.
   [Note to User: In some jurisdictions certain geotechnical data, such as well logs, may be subject to specific retention or filing requirements. Revise the requirement above if necessary to address local or state rules.]
2. Provisions regarding retention and disposition of rock and material samples (if any) are set forth in the agreement.

Invoices and Payments

GTEC shall prepare invoices in accordance with its standard invoicing practices. GTEC shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. Payment will be credited first to any interest owed to GTEC and then to principal. If Owner fails to make any payment due GTEC for services and expenses within 30 days after receipt of GTEC's invoice, then:

1. amounts due GTEC will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against GTEC for any such suspension.
3. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise GTEC in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to these terms.

Miscellaneous Provisions

1. Notices: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability: Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and GTEC, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the Project.

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Championship Soccer Phase 2 located at Airport Road Huntsville, Alabama in the amount of Fifty Three Thousand Nine Hundred Forty One Dollars and 00/100s ($53,941.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of twenty three (23) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0157

Department: Clerk-Treasurer

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Pitney Bowes, Inc., for the rental of a SendPro P3000 Mailing System.

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515400-00000000-

City Obligation Amount: $8,795.88

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 is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an agreement by and between the City of Huntsville and Pitney Bowes, Inc., which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Pitney Bowes, Inc., for the rental of a SendPro P 3000 Mailing System" consisting of fourteen (10) pages with the date of February 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 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

pitney bowes

U.S POSTAGE PITNEY BOWES
ZIP 00000 $000.00
PB 00
0000000000 JAN 00 0000

February 10, 2022

Ken Benion
City of Huntsville
308 Fountain Circle SW
Huntsville, AL 35801

Dear Ken,
Thank you for your recent interest in a new mailing system from Pitney Bowes for your location. Please find the price for the lease of the system below based on the information presented to me that would be necessary to process your mail.

SendPro P3000 Mailing System with W-O-W, Monochrome Print Module, 220/135 LPM Module, 15" High-Definition Touch-Screen Display, SendPro Power Stacker, Portraits Flt Kit, 70 lb. Integrated Scale, Side Guide Assembly, Tape Moistener Assembly, PowerGuard Service Package, 100 Department Analytic Accounting, SendPro Online Basic Shipping and Receiving Application without activation with maintenance, installation and training

Total Contract Costs $732.99 per month billed quarterly in arrears at $2,198.97

This lease includes all on-site maintenance, rate changes, software updates, 800 support and equipment payment. The lease would be for 12-month intervals with a renewal after each fiscal year for no more than 60 months. This quotation is pursuant with the State of Alabama's Participating Addendum with the NASPO ValuePoint Contract ADSPO16 – 169897; NASPO PA – Alabama MA-999-190000000286; 60-Month FMV Lease and its terms. The items listed above are listed within this contract.

Please reference your business partner number 0015946499 in the vendor reference number section on your new FY PO. The Federal Tax ID Number for Pitney Bowes is 060495050; Vendor Number VC000004087; Address Line AD002. Please email me at victor.paschal@pb.com or call me at (205) 246-4294 should you have any questions regarding this information.

Respectfully,

Victor J. Paschal
Major Account Manager – States of Alabama & Tennessee
Please ensure that the following verbiage is included in the body of your Purchase Order to avoid order delays:
Pursuant with the State of Alabama's Participating Addendum with the NASPO ValuePoint Contract ADSPO16 – 169897;
NASPO PA – Alabama MA-999-190000000286; 60-Month FMV Lease and its terms.
$732.99 per month billed quarterly in arrears at $2,198.97 beginning 3/24/2022

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF HUNTSVILLE	636001296

Sold-To: Address

308 FOUNTAIN CIR SW, HUNTSVILLE, AL, 35801-4240, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Ken Benion	(256) 427-5100	0015946499

Bill-To: Address

PO BOX 308MAIL/SUPPLY, HUNTSVILLE, AL, 35804-0308, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Barry Swinea	256-427-5100	0015946478	barry.swinea@huntsvilleal.gov

Ship-To: Address

308 FOUNTAIN CIR SW, HUNTSVILLE, AL, 35801-4240, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Walter Stone	(256) 427-5254	0015946499

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FW1	Differential Weighing Feature
1	1FW7	70lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSH	Connect+ 220 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	CAAB1	Basic Cost Accounting for PSeries
1	F9PG	PowerGuard Service Package
1	M9SS	Mailstream IntelliLink Services 2
1	ME1D	Meter Equipment - P Series, HV

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	MP4X	Differential Weighing for 70 lb scale
1	MSD2	15in Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT7W	Scale, W&M, Global - 70lb / 30kg
1	MW90006	Power Stacker Portrait Flats Seal Kit
1	MW90020	Side Guide - SendPro P3000/Connect+ 3000
1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	SYAB21	Analytics - 2 Products
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 732.99**	**$ 2,198.97**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

©2017 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169897
State/Entity's Contract#

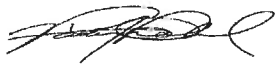
Lessee Signature

Print Name

Title

Date

Email Address



Pitney Bowes Signature

Victor J. Paschal
Print Name

Government Major Account Manager
Title

February 10, 2022
Date

Sales Information

Victor Paschal	victor.paschal@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

RESOLUTION NO. 22 - ___

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an agreement by and between the City of Huntsville and Pitney Bowes, Inc., which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Pitney Bowes, Inc., for the rental of a SendPro P 3000 Mailing System" consisting of fourteen (10) pages with the date of February 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 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

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0158

Department: Planning

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

Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a National Register nomination of the Whitesburg Estates neighborhood

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Obligation Amount: $2800

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:

Whitesburg Estates is a residential neighborhood located on the east side of Memorial Parkway in South Huntsville, Alabama. Whitesburg Estates began development in 1959 and new phases have been added as recently as 2008. A survey completed of the neighborhood by consultant Dr. Caroline Swope in 2021 revealed

historically intact buildings and landscapes. The purpose of this grant is to acquire funds to complete a National Register nomination of the neighborhood.

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to submit a grant application to the Alabama Historical Commission on behalf of the Huntsville Historic Preservation Commission for CLG grant funding for the completion of a National Register nomination of the Whitesburg Estates neighborhood, consisting of (ten) 10 pages attached hereto, and the date of February 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.

BE IT FURTHER RESOLVED, in the event a grant is awarded, the Mayor of the City of Huntsville is authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Alabama Historical Commission, submit any required supporting and collateral materials, and file all reporting as required.

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

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

468 S. PERRY STREET
MONTGOMERY, ALABAMA 36130-0900
VOICE: (334)242-3184
FAX: (334)262-1083
WWW.AHC.ALABAMA.GOV

CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION

(Submit one (1) copy with all the required attachments)

CLG Applicant Information		
Municipality: City of Huntsville		
Street Address: 308 Fountain Circle		
County: Madison	Zip: 35801	
CLG Contact Name: Katie Stamps		
CLG Contact Phone: 256-650-4779		
CLG Contact Email: katherine.stamps@huntsvilleal.gov		
Federal Identification Number: 63-6001296		
Legislative Districts of Site Location https://www.sos.alabama.gov/alabama-votes/elected-official-map		
AL Senate: 7th	AL House of Representatives: 21st	U.S. Congressional: 5th
Application Prepared By (if different from above)		
Name: same as above	Title:	
Address:		
Phone Number:		
Email Address:		
Grant Project Manager (if different from above)		
Name:	Title:	
Address:		
County:	Zip:	
☐ Check to acknowledge that the project manager and financial manager will be able to attend a grant administration workshop?		
If different from grant project manager above, who will handle the financial management and documentation for the project?		

Name: Whitney Gentry	Title: Grants Manager
Address: same as above	
Phone Number: 256-427-5432	
Email Address: whitney.gentry@huntsvilleal.gov	

List any other persons not listed above who will be involved in the project, such as consultants, volunteers, city employees, etc. What will be their roles?

N/A

To complete the following information please review pages 2-5
(Be concise and limit to 1 to 3 short paragraphs)

Project Information

Project Title:
Whitesburg Estates National Register Nomination

Project Type (choose one):

- ☐ Historic Resource Survey Project*
- ■ National Register Nomination(s)
- ☐ Archaeological Survey Project*
- ☐ Preservation Planning: Local District Designation and Report
- ☐ Preservation Planning: Design Guidelines
- ☐ Preservation Planning: Other
- ☐ Information / Education: Brochure
- ☐ Information / Education: Website
- ☐ Information / Education: Other
- ☐ Pre-Development Plan
- ☐ Staffing / Training

*Note: Application for Historic Resource Surveys and National Register Nominations require additional documentation. Please see Application Instructions for requirements.

Project Description

Whitesburg Estates is a residential neighborhood located on the east side of Memorial Parkway in South Huntsville, Alabama. Whitesburg Estates began development in 1959 and new phases have been added as recently as 2008. A survey completed of the neighborhood by consultant Dr. Caroline Swope in 2021 revealed historically intact buildings and landscapes. The purpose of this grant is to acquire funds to complete a National Register nomination of the neighborhood.

Project Need

Whitesburg Estates developed during a period of tremendous growth and change in Huntsville. The mid-20th century saw a huge population boom in Huntsville due to the establishment of Redstone Arsenal and the Marshall Space Flight Center. As people flocked to Huntsville for new work opportunities, housing shortages resulted in the development of new neighborhoods all across the city. South Huntsville's proximity to Redstone made it a highly desirable place to live.

Whitesburg Estates is a prime example of a mid-century modern neighborhood and would be the first neighborhood to be surveyed for historical significance in the South Huntsville region. Many of the original homeowners still live in the neighborhood, which has helped to maintain the homes. Listing Whitesburg Estates to the NRHP will further Huntsville ' s commitment to identifying and recognizing historic resources throughout the city.

Project Schedule

3/1/22 to 4/28/22 - Submit grant agreement to Huntsville City Council for approval.

4/29/22 to 7/29/22 - Request for proposals to complete National Register District nomination of Whitesburg Estates. Alabama Historical Commission (AHC), Huntsville Historic Preservation Commission (HHPC) and Preservation Staff (Staff) to review and select consultant from RFPs submitted. Selected consultant will enter into a contract agreement with the City of Huntsville. Consultant to collect existing information on properties, conduct preliminary site assessment, and schedule consultation with AHC, HHPC and Staff. Consultant to conduct public hearing to present information on the project process, timeline, and requirements. Residents to be notified by mail Consultant can review and use existing survey completed in FY2021.-- estimated $1750 reimbursement amount requested.

7/30/22 to 12/31/22 - Consultant shall assess if any updates should be made to the survey information gathered in FY2021. Survey should include detailed photographs of the survey area, preparation of any necessary survey forms, fleshing out of the existing historical background, alterations to existing architectural descriptions obtained in the 2021 survey, and mapping. A preliminary nomination should be presented to AHC, HHPC and Staff for review and approval. -- estimated $1750 reimbursement amount requested.

1/1/23 to 4/1/23 - Complete district nomination form to be submitted to the AHC, HHPC and Staff for review and final commentary. Pending commentary and corrections from the AHC and Staff.-- estimated $1750 reimbursement amount requested.

4/2/23 to 6/1/23 - Consultant to hold a summative public meeting to present the final nomination. Final consultation with the AHC and Staff on the final draft nomination. Final nomination should also be submitted to the NR Reviewer for the National Park Service, for review. Residents to be notified by mail Final payment pending approval from AHC National Register Coordinator-- estimated $1750 reimbursement amount requested.

Other Project Funding & Support

In 2018, Bekah Schmidt, Executive Director of South Huntsville Main Business Association, reached out to the City of Huntsville to discuss the establishment of historic districts in South Huntsville. This region has many mid-century neighborhoods that might qualify for listing on the National Register of Historic Places. That same year, former CLG Coordinator Mary Shell drove through South Huntsville with City Preservation Planner Katie Stamps and District 3 City Council Member Jennie Robinson and identified Whitesburg Estates as a good candidate for a historic resources survey. In late 2019, Ms. Stamps met with the Whitesburg Estates Civic Association to explain the survey and nomination process. City Council Member Jennie Robinson, District 5 Madison County Commissioner Phil Riddick, the Whitesburg Estates Civic Association, South Huntsville Main Business Association, Main Street Alabama and Hays Farm are all in support of the Whitesburg Estates Historic Resources Survey.

In subsequent meetings with City Council Member Robinson and the Whitesburg Estates Civics Association, we have received a positive response with moving forward with the NR nomination. Please see attached letters of support.

Grant Amount Requested	
Total Project Cost *(Total project cost equals grant amount requested, plus matching share)*	$ 7,000.00
Grant Amount Requested	$ 4,200.00
Matching Share	$ 2,800.00
Project Budget	

Budget Justification

Category	**Total**
Consultants / Speakers	$ 6,200.00
Staff (donated labor)*	$
Staff (paid labor)*	$
Volunteers (donated labor)*	$
Travel	$
Publication/Printing Costs	$ 400.00
Photography	$
Supplies	$
Other Postage	$ 400.00
Other	$
Other	$
Total Project Costs	$ 7,000.00

requires budget justification

Source of matching share

Donor:	***Donor:***
Source:	***Source:***
In-Kind: ***Cash***	***In-Kind:*** ***Cash***
Amount:	***Amount:***

Budget Justification

Consultant fees for the Whitesburg Estates National Register Nomination of $6,000 was budgeted based on the approximate cost of the Edmonton Heights National Register Nomination that was similar in scope of product and size of historic district. Travel, publication/printing, photography and supply costs are included within that cost.

Additional Comments

Assurances

The Applicant hereby assures and certifies by placing his/her initials beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project. Also, the Applicant assures and certifies with respect to the grant that: (initial blank beside each number to signify willingness and ability to comply)

PLEASE INITIAL EACH.

___ 1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

___ 2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement

___ 3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972

___ 4. Conflict of Interest - Applicant will establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

___ 5. Access to Records - Applicant will give the grantor agency or the Comptroller General (through any authorized representative) the access to and the right to examine all records, books, papers, or documents related to the grant.

___ 6. Programmatic and Financial Compliance - Applicant will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements and other administrative requirements approved in accordance with appropriate Office of Management and Budget Circular. (For units of governments): It will maintain adequate financial management systems which will be (a) in accordance with the standards specified in OMB Circular A-102, Attachment G, "Standards for Grantee Financial Management Systems", and (b) auditory in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

___ 7. Audit - Applicant will have an organization-wide, independent audit performed for each year in which more than $750,000 in federal funds are expended as required under 2 CFR 200, subpart F. This audit will be performed by using the required financial and compliance audits in accordance with Single Audit Act of 1984 and will be submitted to the Federal Audit Clearinghouse following the end of the contract period.

___ 8. Flood Insurance - Applicant will comply with the flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. CERTIFICATION:

I certify that I have read the accompanying Instruction Sheet and Assurances and accept all terms and conditions set forth therein. I also certify that all information contained in this application is correct, that the matching share will be provided as indicated, and that the project will be undertaken in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and all applicable state and federal guidelines and regulations.

SIGNATURES:

_____	_____
Chairman, Historic Preservation Commission	Date
_____	_____
CLG Contact	Date
_____	_____
Mayor, City of Huntsville	Date

ALABAMA HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT
GRANT APPLICATION CHECKLIST

☐ Application form is complete

☐ Attached one copy of the resolution, with original signature, authorizing the submission of the application and attesting to matching funds availability.

☐ All required signatures have been obtained, and *all assurances have been initialed by both the CLG representative and the property owner, if different.*

☐ One set of the application and all supporting documentation are included.

☐ If match is provided by someone other than applicant, a signed letter of commitment from the third party must be attached that provides the same information as required in the Grant Application Form.

☐ Documentation that shows project personnel will meet Professional Qualifications (See Additional Instructions.) Attach resumes. For consultants, attach Letter of Commitment and/or Proposal.

☐ Certificate of Compliance with the Beason-Hammon Act

☐ E-verify Memorandum of Understanding.

☐ Disclosure Statement (Not required for municipalities; however, if the applicant is a non-governmental entity carrying out the responsibilities of the CLG, this form must be included.)

☐ Letters of support endorsement from affected constituencies.

Submit Application and Attachments to:
Alabama Historical Commission
Attn: Paige Thomas
468 S. Perry Street
Montgomery, AL 36130-0900
334-230-2643
or
Paige.Thomas@ahc.alabama.gov

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** TMP-1254

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a National Register nomination of the Whitesburg Estates neighborhood

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Obligation Amount: $2800

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:

Whitesburg Estates is a residential neighborhood located on the east side of Memorial Parkway in South Huntsville, Alabama. Whitesburg Estates began development in 1959 and new phases have been added as recently as 2008. A survey completed of the neighborhood by consultant Dr. Caroline Swope in 2021 revealed

historically intact buildings and landscapes. The purpose of this grant is to acquire funds to complete a National Register nomination of the neighborhood.

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

468 S. PERRY STREET
MONTGOMERY, ALABAMA 36130-0900
VOICE: (334)242-3184
FAX: (334)262-1083
WWW.AHC.ALABAMA.GOV

CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION

(Submit one (1) copy with all the required attachments)

CLG Applicant Information		
Municipality: City of Huntsville		
Street Address: 308 Fountain Circle		
County: Madison	Zip: 35801	
CLG Contact Name: Katie Stamps		
CLG Contact Phone: 256-650-4779		
CLG Contact Email: katherine.stamps@huntsvilleal.gov		
Federal Identification Number: 63-6001296		
Legislative Districts of Site Location https://www.sos.alabama.gov/alabama-votes/elected-official-map		
AL Senate: 7th	AL House of Representatives: 21st	U.S. Congressional: 5th
Application Prepared By (if different from above)		
Name: same as above	Title:	
Address:		
Phone Number:		
Email Address:		
Grant Project Manager (if different from above)		
Name:	Title:	
Address:		
County:	Zip:	
☐ Check to acknowledge that the project manager and financial manager will be able to attend a grant administration workshop?		
If different from grant project manager above, who will handle the financial management and documentation for the project?		

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

Name: Whitney Gentry	Title: Grants Manager
Address: same as above	
Phone Number: 256-427-5432	
Email Address: whitney.gentry@huntsvilleal.gov	

List any other persons not listed above who will be involved in the project, such as consultants, volunteers, city employees, etc. What will be their roles?

N/A

To complete the following information please review pages 2-5
(Be concise and limit to 1 to 3 short paragraphs)

Project Information

Project Title:
Whitesburg Estates National Register Nomination

Project Type (choose one):

- ☐ Historic Resource Survey Project*
- ■ National Register Nomination(s)
- ☐ Archaeological Survey Project*
- ☐ Preservation Planning: Local District Designation and Report
- ☐ Preservation Planning: Design Guidelines
- ☐ Preservation Planning: Other
- ☐ Information / Education: Brochure
- ☐ Information / Education: Website
- ☐ Information / Education: Other
- ☐ Pre-Development Plan
- ☐ Staffing / Training

*Note: Application for Historic Resource Surveys and National Register Nominations require additional documentation. Please see Application Instructions for requirements.

Project Description

Whitesburg Estates is a residential neighborhood located on the east side of Memorial Parkway in South Huntsville, Alabama. Whitesburg Estates began development in 1959 and new phases have been added as recently as 2008. A survey completed of the neighborhood by consultant Dr. Caroline Swope in 2021 revealed historically intact buildings and landscapes. The purpose of this grant is to acquire funds to complete a National Register nomination of the neighborhood.

Project Need

Whitesburg Estates developed during a period of tremendous growth and change in Huntsville. The mid-20th century saw a huge population boom in Huntsville due to the establishment of Redstone Arsenal and the Marshall Space Flight Center. As people flocked to Huntsville for new work opportunities, housing shortages resulted in the development of new neighborhoods all across the city. South Huntsville's proximity to Redstone made it a highly desirable place to live.

Whitesburg Estates is a prime example of a mid-century modern neighborhood and would be the first neighborhood to be surveyed for historical significance in the South Huntsville region. Many of the original homeowners still live in the neighborhood, which has helped to maintain the homes. Listing Whitesburg Estates to the NRHP will further Huntsville ' s commitment to identifying and recognizing historic resources throughout the city.

Project Schedule

3/1/22 to 4/28/22 - Submit grant agreement to Huntsville City Council for approval.

4/29/22 to 7/29/22 - Request for proposals to complete National Register District nomination of Whitesburg Estates. Alabama Historical Commission (AHC), Huntsville Historic Preservation Commission (HHPC) and Preservation Staff (Staff) to review and select consultant from RFPs submitted. Selected consultant will enter into a contract agreement with the City of Huntsville. Consultant to collect existing information on properties, conduct preliminary site assessment, and schedule consultation with AHC, HHPC and Staff. Consultant to conduct public hearing to present information on the project process, timeline, and requirements. Residents to be notified by mail Consultant can review and use existing survey completed in FY2021.-- estimated $1750 reimbursement amount requested.

7/30/22 to 12/31/22 - Consultant shall assess if any updates should be made to the survey information gathered in FY2021. Survey should include detailed photographs of the survey area, preparation of any necessary survey forms, fleshing out of the existing historical background, alterations to existing architectural descriptions obtained in the 2021 survey, and mapping. A preliminary nomination should be presented to AHC, HHPC and Staff for review and approval. -- estimated $1750 reimbursement amount requested.

1/1/23 to 4/1/23 - Complete district nomination form to be submitted to the AHC, HHPC and Staff for review and final commentary. Pending commentary and corrections from the AHC and Staff.-- estimated $1750 reimbursement amount requested.

4/2/23 to 6/1/23 - Consultant to hold a summative public meeting to present the final nomination. Final consultation with the AHC and Staff on the final draft nomination. Final nomination should also be submitted to the NR Reviewer for the National Park Service, for review. Residents to be notified by mail Final payment pending approval from AHC National Register Coordinator-- estimated $1750 reimbursement amount requested.

Other Project Funding & Support

In 2018, Bekah Schmidt, Executive Director of South Huntsville Main Business Association, reached out to the City of Huntsville to discuss the establishment of historic districts in South Huntsville. This region has many mid-century neighborhoods that might qualify for listing on the National Register of Historic Places. That same year, former CLG Coordinator Mary Shell drove through South Huntsville with City Preservation Planner Katie Stamps and District 3 City Council Member Jennie Robinson and identified Whitesburg Estates as a good candidate for a historic resources survey. In late 2019, Ms. Stamps met with the Whitesburg Estates Civic Association to explain the survey and nomination process. City Council Member Jennie Robinson, District 5 Madison County Commissioner Phil Riddick, the Whitesburg Estates Civic Association, South Huntsville Main Business Association, Main Street Alabama and Hays Farm are all in support of the Whitesburg Estates Historic Resources Survey.

In subsequent meetings with City Council Member Robinson and the Whitesburg Estates Civics Association, we have received a positive response with moving forward with the NR nomination. Please see attached letters of support.

Grant Amount Requested	
Total Project Cost *(Total project cost equals grant amount requested, plus matching share)*	$7,000.00
Grant Amount Requested	$4,200.00
Matching Share	$2,800.00
Project Budget	

Budget Justification

Category	Total
Consultants / Speakers	$6,200.00
Staff (donated labor)*	$
Staff (paid labor)*	$
Volunteers (donated labor)*	$
Travel	$
Publication/Printing Costs	$400.00
Photography	$
Supplies	$
Other Postage	$400.00
Other	$
Other	$
Total Project Costs	$7,000.00

requires budget justification

Source of matching share

Donor:	***Donor:***
Source:	***Source:***
In-Kind: ***Cash***	***In-Kind:*** ***Cash***
Amount:	***Amount:***

Budget Justification

Consultant fees for the Whitesburg Estates National Register Nomination of $6,000 was budgeted based on the approximate cost of the Edmonton Heights National Register Nomination that was similar in scope of product and size of historic district. Travel, publication/printing, photography and supply costs are included within that cost.

Additional Comments

Assurances

The Applicant hereby assures and certifies by placing his/her initials beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project. Also, the Applicant assures and certifies with respect to the grant that: (initial blank beside each number to signify willingness and ability to comply)

PLEASE INITIAL EACH.

____ 1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

____ 2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement

____ 3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972

____ 4. Conflict of Interest - Applicant will establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

____ 5. Access to Records - Applicant will give the grantor agency or the Comptroller General (through any authorized representative) the access to and the right to examine all records, books, papers, or documents related to the grant.

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____ 8. Flood Insurance - Applicant will comply with the flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. CERTIFICATION:

I certify that I have read the accompanying Instruction Sheet and Assurances and accept all terms and conditions set forth therein. I also certify that all information contained in this application is correct, that the matching share will be provided as indicated, and that the project will be undertaken in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and all applicable state and federal guidelines and regulations.

SIGNATURES:

Chairman, Historic Preservation Commission	Date
CLG Contact	Date
Mayor, City of Huntsville	Date

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

ALABAMA HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION CHECKLIST

☐ Application form is complete

☐ Attached one copy of the resolution, with original signature, authorizing the submission of the application and attesting to matching funds availability.

☐ All required signatures have been obtained, and *all assurances have been initialed by both the CLG representative and the property owner, if different.*

☐ One set of the application and all supporting documentation are included.

☐ If match is provided by someone other than applicant, a signed letter of commitment from the third party must be attached that provides the same information as required in the Grant Application Form.

☐ Documentation that shows project personnel will meet Professional Qualifications (See Additional Instructions.) Attach resumes. For consultants, attach Letter of Commitment and/or Proposal.

☐ Certificate of Compliance with the Beason-Hammon Act

☐ E-verify Memorandum of Understanding.

☐ Disclosure Statement (Not required for municipalities; however, if the applicant is a non-governmental entity carrying out the responsibilities of the CLG, this form must be included.)

☐ Letters of support endorsement from affected constituencies.

Submit Application and Attachments to:
Alabama Historical Commission
Attn: Paige Thomas
468 S. Perry Street
Montgomery, AL 36130-0900
334-230-2643
or
Paige.Thomas@ahc.alabama.gov

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0159

Department: Planning

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

Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a historic resource survey of the Terry Heights neighborhood

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Obligation Amount: $ 7200

Total Obligation: $18,000

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:

The Terry Heights neighborhood, which began development in 1924, is located to the south and west of Magnolia Terrace, which is currently being surveyed for historical significance. Terry Heights exhibits several architectural styles, including Craftsman bungalows, Minimal Traditional and Ranch-style dwellings. The historic resource survey will allow for the evaluation of the neighborhood's eligibility for listing on the

National Register of Historic Places. Magnolia Terrace and Terry Heights may have the potential to be combined into a single historic district if they share the same significance. Otherwise, we may proceed with individual listing for two separate districts.

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

468 S. PERRY STREET
MONTGOMERY, ALABAMA 36130-0900
VOICE: (334)242-3184
FAX: (334)262-1083
WWW.AHC.ALABAMA.GOV

CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION

(Submit one (1) copy with all the required attachments)

CLG Applicant Information		
Municipality: City of Huntsville		
Street Address: 308 Fountain Circle		
County: Madison	Zip: 35801	
CLG Contact Name: Katie Stamps		
CLG Contact Phone: 256-650-4779		
CLG Contact Email: katherine.stamps@huntsvilleal.gov		
Federal Identification Number: 63-6001296		
Legislative Districts of Site Location https://www.sos.alabama.gov/alabama-votes/elected-official-map		
AL Senate: 7th	AL House of Representatives: 21st	U.S. Congressional: 5th
Application Prepared By (if different from above)		
Name: same as above	Title:	
Address:		
Phone Number:		
Email Address:		
Grant Project Manager (if different from above)		
Name:	Title:	
Address:		
County:	Zip:	
☐ Check to acknowledge that the project manager and financial manager will be able to attend a grant administration workshop?		
If different from grant project manager above, who will handle the financial management and documentation for the project?		

Name: Whitney Gentry	Title: Grants Manager
Address: same as above	
Phone Number: 256-427-5432	
Email Address: whitney.gentry@huntsvilleal.gov	

List any other persons not listed above who will be involved in the project, such as consultants, volunteers, city employees, etc. What will be their roles?

N/A

To complete the following information please review pages 2-5
(Be concise and limit to 1 to 3 short paragraphs)

Project Information

Project Title:
Terry Heights Phase I Historic Resource Survey

Project Type (choose one):

- [x] Historic Resource Survey Project*
- [ ] National Register Nomination(s)
- [ ] Archaeological Survey Project*
- [ ] Preservation Planning: Local District Designation and Report
- [ ] Preservation Planning: Design Guidelines
- [ ] Preservation Planning: Other
- [ ] Information / Education: Brochure
- [ ] Information / Education: Website
- [ ] Information / Education: Other
- [ ] Pre-Development Plan
- [ ] Staffing / Training

*Note: Application for Historic Resource Surveys and National Register Nominations require additional documentation. Please see Application Instructions for requirements.

Project Description

Located to the west of Pulaski Pike in Huntsville, Alabama, Terry Heights is a residential neighborhood that began development in 1924, with later additions constructed in 1937, 1941 and 1953. The neighborhood is located to the south and west of Magnolia Terrace, which is currently being surveyed for historical significance. Terry Heights exhibits several architectural styles, including Craftsman bungalows, Minimal Traditional and Ranch-style dwellings. We believe Magnolia Terrace and Terry Heights may have the potential to be combined into a single historic district if they share the same significance. Otherwise, we may proceed with individual listing for two separate districts.

Because Terry Heights has approximately 452 properties, including outbuildings, we propose conducting the historic resource survey in two phases. Phase I will document approximately 162 properties located within a 32-acre boundary. Approximately 22 of those properties were built post-1975. The rest of the properties were built between 1924-1953. Phase II would capture the remaining 290 structures (66-acre) within the district, which are all part of the 1941 addition. Once the Terry Heights surveys are compared with the Magnolia Terrace survey, it will be determined whether they are eligible for listing on the National Register of Historic Places and whether they should be considered as a combined or separated historic district.

Project Need

The City has made significant progress in documenting local historic resources, including recent surveys of mid-century neighborhoods - McThornmor Acres, Edmonton Heights, Blossomwood, Medical District, Mayfair and Whitesburg Estates. However, the identification and preservation of sites associated with Huntsville's Black community is severely lacking. Many of those structures were demolished as a result of Urban Renewal and downtown expansion projects, making it all the more important for the City to support the documentation of those few remaining resources. Additionally, very little scholarly research has been written about this significant history.

Terry Heights and Magnolia Terrace are deeply connected to Huntsville's Black community. With this survey, the City will document the historically significant structures and collect invaluable research that will aide in the continued identification and survey of other resources associated with Huntsville's Black community. The City anticipates pursuing a more comprehensive survey of sites associated with Huntsville's Black history and this survey will be an major asset to support that effort.

Project Schedule

3/1/22 to 4/28/22 - Submit grant agreement to Huntsville City Council for approval.

4/29/22 to 7/29/22 - Requests for proposals to survey area indicated on attached map according to AHC standards. City will enter into contract with consultant. Consultant will collect existing information on properties and schedule consultation with City and AHC survey coordinators. Consultant will coordinate with City survey coordinator to schedule introductory survey presentation at a public HHPC meeting. Consultant with coordinate with City survey coordinator to schedule a neighborhood "history harvest" which will include mailing postcard notices to district residents -- estimated $3,700.00 reimbursement

7/30/22 to 12/31/22 - Begin photographing survey areas and preparing survey forms and map. Develop historical background and architectural descriptions for survey report. Consult with AHC on maps used. Continue survey field work. Review of survey documentation by City and AHC survey coordinators. -- estimated $10,800.00 reimbursement

1/1/23 to 4/30/23 - Final consultation with City and AHC survey coordinators on final draft survey report, forms, maps and other supporting materials. Consultant will coordinate with City survey coordinator to present final survey at a public meeting. Final payment pending approval from City and AHC survey coordinators. -- estimated $4,500.00 reimbursement

TOTAL GRANT SHARE PAYMENT: $18,000.00

Other Project Funding & Support

The City has received support to survey historic sites associated with Huntsville's Black community from local preservation advocates and community partners. Donna Castellano, Executive Director of Historic Huntsville Foundation (HHF), has provided research on the history and development of Magnolia Terrace and the surrounding neighborhood. HHF has pledged to support and assist with the survey and future documentation of Huntsville's Black history.

Grant Amount Requested	
Total Project Cost *(Total project cost equals grant amount requested, plus matching share)*	$ 18,000.00
Grant Amount Requested	$ 10,800.00
Matching Share	$ 7,200.00
Project Budget	

Budget Justification

Category	**Total**
Consultants / Speakers	$ 16,200.00
Staff (donated labor)*	$
Staff (paid labor)*	$
Volunteers (donated labor)*	$
Travel	$
Publication/Printing Costs	$ 500.00
Photography	$
Supplies	$
Other Postage	$ 500.00
Other	$
Other	$
Total Project Costs	$ 18,000.00

requires budget justification

Source of matching share

Donor:	***Donor:***
Source:	***Source:***
In-Kind: ***Cash***	***In-Kind:*** ***Cash***
Amount:	***Amount:***

Budget Justification

Consultant fees for the Terry Heights Phase I Historic Resources Survey of $16,200.00 was budgeted at the average rate of approximately $100/resource with 162 resources in the defined survey area. Consultant fees for historic structures report are also based on the average cost of the Edmonton Heights, Whitesburg Estates and Magnolia Terrace Historic Resources Surveys that were similar in scope of product and size of district. Publication/printing and postage costs are based on the approximate cost of sending postcards to the residents of Magnolia Terrace for a recent public meeting.

Additional Comments

Assurances

The Applicant hereby assures and certifies by placing his/her initials beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project. Also, the Applicant assures and certifies with respect to the grant that: (initial blank beside each number to signify willingness and ability to comply)

PLEASE INITIAL EACH.

___ 1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

___ 2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement

___ 3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972

___ 4. Conflict of Interest - Applicant will establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

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___ 7. Audit - Applicant will have an organization-wide, independent audit performed for each year in which more than $750,000 in federal funds are expended as required under 2 CFR 200, subpart F. This audit will be performed by using the required financial and compliance audits in accordance with Single Audit Act of 1984 and will be submitted to the Federal Audit Clearinghouse following the end of the contract period.

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13. CERTIFICATION:

I certify that I have read the accompanying Instruction Sheet and Assurances and accept all terms and conditions set forth therein. I also certify that all information contained in this application is correct, that the matching share will be provided as indicated, and that the project will be undertaken in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation and all applicable state and federal guidelines and regulations.

SIGNATURES:

_____	_____
Chairman, Historic Preservation Commission	Date
_____	_____
CLG Contact	Date
_____	_____
Mayor, City of Huntsville	Date

ALABAMA HISTORICAL COMMISSION
CERTIFIED LOCAL GOVERNMENT
GRANT APPLICATION CHECKLIST

☐ Application form is complete

☐ Attached one copy of the resolution, with original signature, authorizing the submission of the application and attesting to matching funds availability.

☐ All required signatures have been obtained, and *all assurances have been initialed by both the CLG representative and the property owner, if different.*

☐ One set of the application and all supporting documentation are included.

☐ If match is provided by someone other than applicant, a signed letter of commitment from the third party must be attached that provides the same information as required in the Grant Application Form.

☐ Documentation that shows project personnel will meet Professional Qualifications (See Additional Instructions.) Attach resumes. For consultants, attach Letter of Commitment and/or Proposal.

☐ Certificate of Compliance with the Beason-Hammon Act

☐ E-verify Memorandum of Understanding.

☐ Disclosure Statement (Not required for municipalities; however, if the applicant is a non-governmental entity carrying out the responsibilities of the CLG, this form must be included.)

☐ Letters of support endorsement from affected constituencies.

Submit Application and Attachments to:
Alabama Historical Commission
Attn: Paige Thomas
468 S. Perry Street
Montgomery, AL 36130-0900
334-230-2643
or
Paige.Thomas@ahc.alabama.gov

Magnolia Terrace & Terry Heights

- Magnolia Terrace
- Terry Heights Phase 1
- Terry Heights Phase 2

Year Built

- Unknown
- 1900-1975
- 1976-2019

Poplar Ave NW
Timberlane Ave NW
Yukon St NW
Klondike Ave NW
Glacier St NW
Arctic St NW
Cavalry St NW
McCrary St NW
University Dr NW
Cox Ave NW
Posey St NW
Larkin St NW
Memorial Pky NW
Hammonds Ct NW
Hammonds Ave NW
Powers Ave NW
Moore Ave NW
Council St NW
Pleasant Row NW
Pulaski Pke NW
Fitcheard Ave NW
Beasley Ave NW
Bell Ave NW
Magnolia Dr NW
Mitchell Dr NW
McBroom Ave NW
Hickman Ave NW
Wilson Dr NW
ATHLETIC FIELD
Battle Dr NW
Carolyn Dr NW
Hart Dr NW
Meadow Dr NW
Brook Manor Ave NW
Parklane St NW
Barbara Dr NW
Union Dr NW
Stanley Dr NW
Lee Dr NW
Appleby St NW
Peachtree St NW
Cherry St NW
Limwood Dr NW
Orleans Dr NW
Crestline Rd NW
Fairway Dr NW
Holmes Ave NW
Mason Ct NW
Eldridge Dr NW
Derrick St NW
Exit 19A
Exit 19B
BRANCH
BROGLAN

0 250 500 1,000 Feet

GIS
CITY OF HUNTSVILLE, AL

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to submit a grant application to the Alabama Historical Commission on behalf of the Huntsville Historic Preservation Commission for CLG grant funding for the completion of a National Register nomination of the Terry Heights neighborhood, consisting of (eleven) 11 pages attached hereto, and the date of February 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.

BE IT FURTHER RESOLVED, in the event a grant is awarded, the Mayor of the City of Huntsville is authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Alabama Historical Commission, submit any required supporting and collateral materials, and file all reporting as required.

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** TMP-1248

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to submit a grant application to the Alabama Historical Commission for grant funding to be utilized for the completion of a historic resource survey of the Terry Heights neighborhood

Resolution No.

Finance Information:

Account Number: 1000-74-00000-515520-00000000-

City Obligation Amount: $ 7200

Total Obligation: $18,000

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:

The Terry Heights neighborhood, which began development in 1924, is located to the south and west of Magnolia Terrace, which is currently being surveyed for historical significance. Terry Heights exhibits several architectural styles, including Craftsman bungalows, Minimal Traditional and Ranch-style dwellings. The historic resource survey will allow for the evaluation of the neighborhood's eligibility for listing on the

National Register of Historic Places. Magnolia Terrace and Terry Heights may have the potential to be combined into a single historic district if they share the same significance. Otherwise, we may proceed with individual listing for two separate districts.

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to submit a grant application to the Alabama Historical Commission on behalf of the Huntsville Historic Preservation Commission for CLG grant funding for the completion of a National Register nomination of the Terry Heights neighborhood, consisting of (eleven) 11 pages attached hereto, and the date of February 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.

BE IT FURTHER RESOLVED, in the event a grant is awarded, the Mayor of the City of Huntsville is authorized, requested, and directed, on behalf of the City of Huntsville, Alabama, to enter into such grant agreement with the Alabama Historical Commission, submit any required supporting and collateral materials, and file all reporting as required.

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

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

468 S. PERRY STREET
MONTGOMERY, ALABAMA 36130-0900
VOICE: (334)242-3184
FAX: (334)262-1083
WWW.AHC.ALABAMA.GOV

CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION

(Submit one (1) copy with all the required attachments)

CLG Applicant Information		
Municipality: City of Huntsville		
Street Address: 308 Fountain Circle		
County: Madison	Zip: 35801	
CLG Contact Name: Katie Stamps		
CLG Contact Phone: 256-650-4779		
CLG Contact Email: katherine.stamps@huntsvilleal.gov		
Federal Identification Number: 63-6001296		
Legislative Districts of Site Location https://www.sos.alabama.gov/alabama-votes/elected-official-map		
AL Senate: 7th	AL House of Representatives: 21st	U.S. Congressional: 5th
Application Prepared By (if different from above)		
Name: same as above	Title:	
Address:		
Phone Number:		
Email Address:		
Grant Project Manager (if different from above)		
Name:	Title:	
Address:		
County:	Zip:	
☐ Check to acknowledge that the project manager and financial manager will be able to attend a grant administration workshop?		
If different from grant project manager above, who will handle the financial management and documentation for the project?		

1

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

Name: Whitney Gentry	Title: Grants Manager
Address: same as above	
Phone Number: 256-427-5432	
Email Address: whitney.gentry@huntsvilleal.gov	

List any other persons not listed above who will be involved in the project, such as consultants, volunteers, city employees, etc. What will be their roles?

N/A

To complete the following information please review pages 2-5
(Be concise and limit to 1 to 3 short paragraphs)

Project Information

Project Title:
Terry Heights Phase I Historic Resource Survey

Project Type (choose one):

- [x] Historic Resource Survey Project*
- [ ] National Register Nomination(s)
- [ ] Archaeological Survey Project*
- [ ] Preservation Planning: Local District Designation and Report
- [ ] Preservation Planning: Design Guidelines
- [ ] Preservation Planning: Other
- [ ] Information / Education: Brochure
- [ ] Information / Education: Website
- [ ] Information / Education: Other
- [ ] Pre-Development Plan
- [ ] Staffing / Training

*Note: Application for Historic Resource Surveys and National Register Nominations require additional documentation. Please see Application Instructions for requirements.

Project Description

Located to the west of Pulaski Pike in Huntsville, Alabama, Terry Heights is a residential neighborhood that began development in 1924, with later additions constructed in 1937, 1941 and 1953. The neighborhood is located to the south and west of Magnolia Terrace, which is currently being surveyed for historical significance. Terry Heights exhibits several architectural styles, including Craftsman bungalows, Minimal Traditional and Ranch-style dwellings. We believe Magnolia Terrace and Terry Heights may have the potential to be combined into a single historic district if they share the same significance. Otherwise, we may proceed with individual listing for two separate districts.

Because Terry Heights has approximately 452 properties, including outbuildings, we propose conducting the historic resource survey in two phases. Phase I will document approximately 162 properties located within a 32-acre boundary. Approximately 22 of those properties were built post-1975. The rest of the properties were built between 1924-1953. Phase II would capture the remaining 290 structures (66-acre) within the district, which are all part of the 1941 addition. Once the Terry Heights surveys are compared with the Magnolia Terrace survey, it will be determined whether they are eligible for listing on the National Register of Historic Places and whether they should be considered as a combined or separated historic district.

Project Need

The City has made significant progress in documenting local historic resources, including recent surveys of mid-century neighborhoods - McThornmor Acres, Edmonton Heights, Blossomwood, Medical District, Mayfair and Whitesburg Estates. However, the identification and preservation of sites associated with Huntsville's Black community is severely lacking. Many of those structures were demolished as a result of Urban Renewal and downtown expansion projects, making it all the more important for the City to support the documentation of those few remaining resources. Additionally, very little scholarly research has been written about this significant history.

Terry Heights and Magnolia Terrace are deeply connected to Huntsville's Black community. With this survey, the City will document the historically significant structures and collect invaluable research that will aide in the continued identification and survey of other resources associated with Huntsville's Black community. The City anticipates pursuing a more comprehensive survey of sites associated with Huntsville's Black history and this survey will be an major asset to support that effort.

Project Schedule

3/1/22 to 4/28/22 - Submit grant agreement to Huntsville City Council for approval.

4/29/22 to 7/29/22 - Requests for proposals to survey area indicated on attached map according to AHC standards. City will enter into contract with consultant. Consultant will collect existing information on properties and schedule consultation with City and AHC survey coordinators. Consultant will coordinate with City survey coordinator to schedule introductory survey presentation at a public HHPC meeting. Consultant with coordinate with City survey coordinator to schedule a neighborhood "history harvest" which will include mailing postcard notices to district residents -- estimated $3,700.00 reimbursement

7/30/22 to 12/31/22 - Begin photographing survey areas and preparing survey forms and map. Develop historical background and architectural descriptions for survey report. Consult with AHC on maps used. Continue survey field work. Review of survey documentation by City and AHC survey coordinators. -- estimated $10,800.00 reimbursement

1/1/23 to 4/30/23 - Final consultation with City and AHC survey coordinators on final draft survey report, forms, maps and other supporting materials. Consultant will coordinate with City survey coordinator to present final survey at a public meeting. Final payment pending approval from City and AHC survey coordinators. -- estimated $4,500.00 reimbursement

TOTAL GRANT SHARE PAYMENT: $18,000.00

Other Project Funding & Support

The City has received support to survey historic sites associated with Huntsville's Black community from local preservation advocates and community partners. Donna Castellano, Executive Director of Historic Huntsville Foundation (HHF), has provided research on the history and development of Magnolia Terrace and the surrounding neighborhood. HHF has pledged to support and assist with the survey and future documentation of Huntsville's Black history.

Grant Amount Requested	
Total Project Cost *(Total project cost equals grant amount requested, plus matching share)*	$ 18,000.00
Grant Amount Requested	$ 10,800.00
Matching Share	$ 7,200.00
Project Budget	

Budget Justification

Category	Total
Consultants / Speakers	$ 16,200.00
Staff (donated labor)*	$
Staff (paid labor)*	$
Volunteers (donated labor)*	$
Travel	$
Publication/Printing Costs	$ 500.00
Photography	$
Supplies	$
Other Postage	$ 500.00
Other	$
Other	$
Total Project Costs	$ 18,000.00

requires budget justification

Source of matching share

Donor:	***Donor:***
Source:	***Source:***
In-Kind: ***Cash***	***In-Kind:*** ***Cash***
Amount:	***Amount:***

Budget Justification

Consultant fees for the Terry Heights Phase I Historic Resources Survey of $16,200.00 was budgeted at the average rate of approximately $100/resource with 162 resources in the defined survey area. Consultant fees for historic structures report are also based on the average cost of the Edmonton Heights, Whitesburg Estates and Magnolia Terrace Historic Resources Surveys that were similar in scope of product and size of district. Publication/printing and postage costs are based on the approximate cost of sending postcards to the residents of Magnolia Terrace for a recent public meeting.

Additional Comments

Assurances

The Applicant hereby assures and certifies by placing his/her initials beside each item below that the Applicant will comply with all applicable regulations, policies, guidelines and requirements including OMB Circular 2 CFR 200, as they relate to the application, acceptance, and use of Federal funds for this Federally-assisted project. Also, the Applicant assures and certifies with respect to the grant that: (initial blank beside each number to signify willingness and ability to comply)

PLEASE INITIAL EACH.

____ 1. Legal Authority - Applicant possesses legal authority to apply for the grant; that a resolution, motion or similar action has been or will be duly adopted as an official act of the applicant's governing body, authorizing the submission of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

____ 2. Civil Rights - Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal assistance and will immediately take any measures necessary to effectuate this agreement

____ 3. Nondiscrimination - Applicant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) as amended, prohibiting employment discrimination where (a) the primary purpose of the grant is to provide employment or (b) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity. It will comply with Section 504 of the Rehabilitation Act of 1973 as amended, Age Discrimination Act of 1975, and Drug Abuse Office and Treatment Act of 1972

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SIGNATURES:

Chairman, Historic Preservation Commission	Date
CLG Contact	Date
Mayor, City of Huntsville	Date

ALABAMA HISTORICAL COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

ALABAMA HISTORICAL COMMISSION CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION CHECKLIST

☐ Application form is complete

☐ Attached one copy of the resolution, with original signature, authorizing the submission of the application and attesting to matching funds availability.

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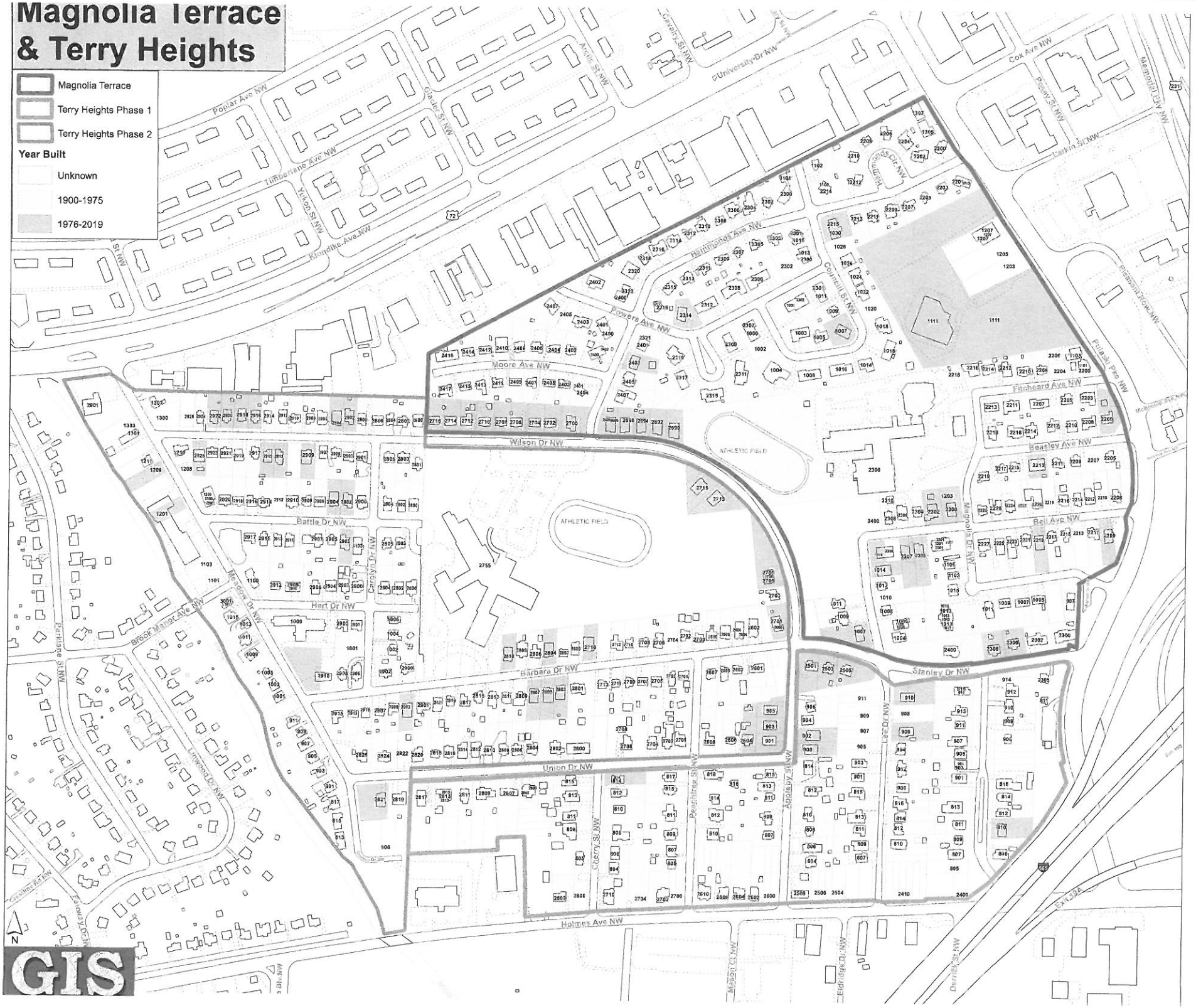
Paige.Thomas@ahc.alabama.gov


Magnolia Terrace & Terry Heights
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Terry Heights Phase 1
Terry Heights Phase 2
Year Built
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1900-1975
1976-2019
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Battle Dr NW
Hart Dr NW
Barbara Dr NW
Union Dr NW
Holmes Ave NW
Moore Ave NW
Powers Ave NW
Hammond Ave NW
Fitchard Ave NW
Beasley Ave NW
Bell Ave NW
Stanley Dr NW
Brook Manor Ave NW
Meadow Dr NW
Carolyn Dr NW
Cleary St NW
Peachtree St NW
Appleby St NW
Lee Dr NW
Council St NW
Pulaski Pke NW
ATHLETIC FIELD
GIS

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0160

Department: Legal

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

Resolution authorizing the Mayor to terminate the contract between the City of Huntsville and Kronos Incorporated for the Telestaff Software.

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. _____

WHEREAS, on July 22, 2021, the City Council of the City of Huntsville, Alabama authorized the Mayor to enter into an Agreement between the City of Huntsville and Kronos Incorporated for the purchase of Telestaff software, pursuant to Resolution No. 21-661, and

WHEREAS, the contract went into effect on July 22, 2021, at which time Kronos's obligation to provide services to the City began; and

WHEREAS, the Telestaff software application was purchased based on the assurance that it would assist with the process of performing bi-annual draft movements of the hundreds of Huntsville Police Department officers requesting different shifts, precincts or work assignments, and

WHEREAS, for over two weeks, HPD with the help of senior consultants with Kronos and the Telestaff team worked diligently to correct the issue and make the software fit the needs of HPD. Additionally, over 4 months of work had been devoted to setting up the Telestaff system in hopes that it would create a more efficient manner of shift bidding; and

WHEREAS, as of February 01, 2022, and after considerable amount of communication between the Huntsville Police Department and different points of contact within Kronos, it has been determined by their company reps as well as Huntsville police command staff that any further efforts to proceed with the contract are futile. The program is not able to perform or provide the services guaranteed in the contract after multiple attempts to correct the issues.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntsville hereby declares that Kronos is in breach of its contract with the City of Huntsville dated July 22, 2021, and entered pursuant to Resolution No. 21- 661; and

BE, IT FURTHER RESOLVED, that the City Council of the City of Huntsville finds that those breaches are so numerous and so serious that the City must terminate the contract with Kronos and by the City Council of the City of Huntsville, Alabama that the Mayor, be and is hereby authorized to terminate the contract with Kronos as the vendor and service provider of the software application.

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:** 2/24/2022 **File ID:** 2022-0161

Department: Legal

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

Resolution authorizing City Council to modify agreement between the City of Huntsville and Roadside Towing & Collision for Wrecker Impoundment Services.

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:

MODIFICATION NO. 1 TO AGREEMENT FOR WRECKER IMPOUNDMENT SERVICES

This Modification No. 1 to Agreement for Wrecker Impoundment Services (this "Modification") is made and entered into on the 24th day of February, 2022, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **Roadside Towing & Collision,** hereinafter referred to as "Roadside".

WITNESSETH:

WHEREAS, the City and Roadside entered into an agreement (the "Agreement") for Roadside to provide Wrecker Impoundment Services on April 23, 2020 pursuant to Resolution No. 20-348 of the Huntsville City Council; and

WHEREAS, the term of the Agreement was one-year beginning on May 1, 2020 and ending September 30, 2020, with the City of Huntsville's right to extend the contract for two additional one (1) year periods as allowable by State Law; and

WHEREAS, due to the current labor shortage in Huntsville, Roadside is unable to hire enough employees to keep its office staffed 24 hours a day, 7 days a week; and

WHEREAS, the price of fuel has increased significantly since the beginning of this contract and Roadside is no longer able to fulfill its obligations sufficiently to meet the City's needs without an additional fuel surcharge per impound.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Roadside shall staff its office from 7:00 A.M. to 7:00 P.M. daily, and shall provide 24 hours daily phone access for an after-hours, on-call response for wrecker impoundment services, including, but not limited to, the release of vehicles to registered owners, if needed.

2. Roadside shall be permitted to charge an additional $15.00 fuel surcharge per impound.

3. All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day first written above.

ATTEST

By:_____

(Printed Name)_____

ROADSIDE TOWING & COLLISION

By:___JAMES R. HALL_____

Its:____Owner_____

ATTEST

By: _____
Kenneth Benion
Its: City Clerk-Treasurer

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

RESOLUTION NO. _____

WHEREAS, the City and Roadside entered into an agreement (the "Agreement") for Roadside to provide Wrecker Impoundment Services on April 23, 2020 pursuant to Resolution No. 20-348 of the Huntsville City Council; and

WHEREAS, the term of the Agreement was one-year beginning on May 1, 2020, and ending September 30, 2020, with the City of Huntsville's right to extend the contract for two additional one (1) year periods as allowable by State Law; and

WHEREAS, due to the current labor shortage in Huntsville, Roadside is unable to hire enough employees to keep its office staffed 24 hours a day, 7 days a week: and

WHEREAS, the price of fuel has increased significantly since the beginning of this contract and Roadside is no longer able to fulfill its obligations sufficiently to meet the City's needs without an additional fuel surcharge per impound.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Roadside shall staff its office from 7:00 A.M. to 8:00 P.M. Monday through Saturday and 8:00 A.M. to 4:00 P.M. on Sunday and shall provide 24 hours daily phone access for an after-hours, on-call response for wrecker impoundment services, including, but not limited to, the release of vehicles to registered owners, if needed.

2. Roadside shall be permitted to charge an additional $15.00 fuel surcharge per impound.

3. All other terms of the Agreement remain unchanged and in full force and effect.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to modify an Agreement between Roadside Towing & Collison, and 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 "Modification No. 1 to Agreement Between the City of Huntsville, Alabama and the Roadside Towing & Collision" consisting of two (2) pages, and the date of February 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.

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day first written above.

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:** 2/24/2022 **File ID:** 2022-0162

Department: Police

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

Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Huntsville and GCRFTF in the amount of $30,000 for Overtime expenditures, October 12, 2021 through September 30, 2022

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the United States Marshals Service, 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 "Memorandum of Understanding (MOU) between the City of Huntsville and GCRFTF in the amount of $30,000 for Overtime expenditures, October 12, 2021 through September 30, 2022", consisting of one (1) page, and the date of January 24, 2021 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 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

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-22-0160

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Huntsville, AL Police Department

and

GCRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 12, 2021 to September 30, 2022

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2022	A3401	AFF-B-OP	JLEOTFS3	25205 - TFO Overtime	$30,000.00

Total Obligation Amount: $30,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

Task Force Overtime Reimbursement FY 2022
DUNS # 072093727
ORI AL0470100

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Donna Carr
Phone: (205) 876-1202
E-mail: donna.carr@usdoj.gov

STATE/LOCAL CONTACT:

Name: Jessica Winn
Phone: (256) 427-7002
E-mail: jessica.winn@huntsvilleal.org

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: JACQUELINE DERENNE Digitally signed by JACQUELINE DERENNE Date: 2022.01.05 11:21:16 -05'00' Date:

Michael Halper, Chief, DIB Financial Management

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: CHAD HUNT Digitally signed by CHAD HUNT Date: 2022.01.05 11:13:44 -06'00' Date:

Chad B Hunt, Commander, Gulf Coast Regional Fugitive Task Force

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: 2/24/2022

Tommy Battle, Mayor

President of the City Council of the City of Huntsville, Alabama
Date: 2/24/2022

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0163

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement with VanValkenburg Properties, LLC to lease warehouse space located at 620 Pearl Avenue for Community Development programs.

Resolution No. 22-137

Finance Information:

Account Number: 1000-70-70200-515460-00000000-

City Obligation Amount: $ 42,000.00

Total Obligation: $ 42,000.00

Special Circumstances:

Grant Funded: $ 0

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:

STATE OF ALABAMA
MADISON COUNTY

620 PEARL AVE.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of March, 2022, between VanValkenburg Properties, LLC. (hereinafter called "Landlord") and City of Huntsville, (hereinafter called "Tenant") is to witness that: Landlord does this day lease unto Tenant and Tenant does lease from Landlord the following described real property (hereinafter called "Premises"): Office warehouse located at 620 Pearl Avenue, Huntsville, Alabama 35801, containing approximately 8,113 rentable square feet.

The term of this Lease shall be for five (5) years , commencing on the 1st day of March , 2022 and ending on the 28th day of February, 2027 with the Tenant having the option to renew the said lease annually for up to a total of five (5) additional twelve-month terms. As rental, Tenant shall pay the Landlord the sum of $42,000.00 per annum at a rate of three thousand five hundred dollars ($3,500.00) per month, which sum shall be payable in advance on the first day of each month during the rental period of this Lease, or sooner accelerated under the subsequent provisions hereof. The first month's rent shall be paid contemporaneously with the execution of this Lease by both parties hereto. In the event the rental to be paid hereunder is not paid when due, the Landlord shall the right to impose a late penalty of five percent (5%) of the amount past due. Said five percent (5%) late rent penalty shall be payable by Tenant immediately.

IT IS FURTHER AGREED AND COVENANTED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Tenant will use and occupy the Leased Premises on behalf of the Department of Community Development for storage and or light industrial use and for no other use or purpose. The Tenant agrees that it will safely and quietly occupy the Premises and will in no way allow or commit any noxious or offensive activity to occur as a result of the Tenant's occupancy and business. Furthermore, nothing shall be done on the Premises which may be or may become an annoyance or nuisance to adjoining tenants, their employees or customers. A violation of this covenant will be deemed an item of default and be grounds for termination pursuant to the Default Provisions of this Lease.

2. Tenant may not, without the prior written consent of Landlord, assign this Lease or any interests hereunder, pledge the leasehold interest for any reason or sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises by any party other than Tenant. Any such consent shall require, as a condition thereto (i) that the original Tenant shall remain fully liable hereunder for the full term of this Lease; (ii) that if the said assignment or subletting involves a higher total rent than is provided for hereunder, the excess rent shall go to the Landlord; and (iii) that the Landlord shall retain the right of consent or non-consent as to any further such assignments, subletting and pledges. Any decision by Landlord withholding consent shall not be based on any standards of reasonableness.

President of the City Council of the City of Huntsville, Alabama
Date: 2/24/2022

3. The Landlord agrees to deliver and Tenant agrees to take possession of the Premises upon substantial completion thereof (subject to completion of any punch list items), and it is agreed that the Tenant's act of taking possession of the Premises shall be regarded as conclusive proof that the same are substantially complete, in "good repair", and in satisfactory condition. The Landlord makes no representation or warranty that the Premises are suitable for the purposes for which the same are rented.

4. If this Lease is executed before the Premises herein become ready for occupancy and Landlord cannot acquire and/or deliver possession of the herein Leased Premises by the time the term of this Lease is fixed herein to begin, Tenant waives any claim for damages due to such delay, and any right to terminate this Lease as a result of such delay, and Landlord waives the payment of any rental until Landlord delivers possession to Tenant. If there shall be a delay in the construction or repair of the Premises including, without limitation, delays caused by strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, governmental restrictions laws or regulations, or any other cause or causes, beyond Landlord's control, such delay shall not be a violation of this Lease, and the time period set forth in the Lease for any such work shall at Landlord's option be extended for a period of time equal to the period of delay.

5. If there is a delay in delivery of the Premises to the Tenant as detailed in Paragraph 4 above, a Supplementary Letter Agreement will be issued setting forth the commencement and ending dates of this Lease. Both Landlord and Tenant agree to execute such Supplementary Letter Agreement.

6. Tenant will make no alterations, additions, or improvements in or to the Premises without the written consent of Landlord. All alterations, additions, and improvements, except only office furniture and equipment, which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease, unless Landlord demands their removal, in which case Tenant shall immediately cause the removal thereof and shall be responsible for the cost thereof and also for any damage to the Leased Premises caused by such removal.

7. In case the Leased Premises are damaged by fire or other cause as to be rendered untenantable, Landlord shall have the right, at its option, within one hundred eighty (180) days to either terminate this Lease or to repair and restore the Premises to a tenantable condition, and the rent shall abate during the period said Premises are untenantable. Should said Premises not be restored within one hundred eighty (180) days from the date of the fire or other cause rendering them untenantable, the Tenant shall have the option to terminate this Lease by giving fifteen (15) days written notice of his intent to do so (with the notice period beginning on the one hundred eightieth [180th) day and this Lease shall be terminated on the one hundred ninety-fifth (195th) day unless the Landlord makes the Premises tenantable in the interim. Where the use of the Leased Premises is affected by any damages thereto, there shall be an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Leased Premises are not usable for the purposes for which they are leased hereunder.

8. Tenant shall promptly execute and comply with all laws, statues, ordinances, rules, orders, regulations and requirements of the federal, state, county and city governments, and of any and all their departments and bureaus, applicable to said Premises and shall also promptly comply with and execute all rules, orders regulations of the Fire

Underwriter's Association for the Prevention of Fires at Tenant's own cost and expense. Tenant agrees to pay any increases in the amount of insurance premiums over and above the rate now in force that may be caused by Tenant's use or occupancy of the Premises. Said payments shall be in addition to any amounts due Landlord pursuant to other provisions herein.

9. In the event:

(a) The rent specified herein is not paid at the time (within five [5] days) and place due;
(b) The Leased Premises shall be deserted or vacated;
(c) the Tenant shall fail to comply with any terms, provision, condition, or covenant of this Lease, other than payment of rent, or any of the Rules and Regulations now or hereafter established for the government of the Building, and shall not cure such failure within five (5) days after notice to the Tenant of such failure within 5 days after notice to the Tenant of such failure to comply;
(d) Any petition is filed by or against Tenant under any section or chapter of the National Bankruptcy Act, as amended;
(e) Tenant shall make an assignment for benefit of creditors;
(f) Tenant shall become insolvent or make a transfer in fraud of creditors;
(g) A receiver is appointed for a substantial part of the assets of Tenant; and
(h) The leasehold interest is levied or underexecution.

In any such event, except pursuant to Section 9 (c) herein above, upon giving twenty-four (24) hours written notice to Tenant, Landlord and/or its Agent shall have the option to do any of the following, in addition to, but not in limitation of, any other remedy permitted by law or by this Lease:

(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to other remedy Landlord may have for possession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Tenant and his effects, by force if necessary, without being liable to prosecution or any claim for damages therefore, and to the extent authorized by Alabama State law and subject to the limitations of Alabama Code Section 11-47-190 (1975), Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such lease termination, whether through inability to relet the Premises or through decrease in rent, or otherwise; in the event of such termination, Landlord may, at its option, declare the entire amount of the rent which would be due and payable during the remainder of the term of this Lease to be due and payable immediately, in which event Tenant agrees to pay the same at once, together with all rents theretofore due, at the office of the Landlord or at such other place as designated in writing by Landlord, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute a payment in advance of the rent for remainder of said term. In such case, Tenant shall receive from Landlord all rents received by Landlord from other tenants on account of said Premises during the remaining term of this Lease, provided, however, that the monies to which the Tenant shall become so entitled shall in no event exceed the entire amount paid by Tenant to Landlord under the preceding sentence of this subparagraph; OR

(ii) Enter the Leased Premises, by force if necessary, without being liable to prosecution or any claim for damages therefore, and expel or remove Tenant and Tenant's effects and re-let the Premises, and receive the rent therefore, and the Tenant shall pay the Landlord any deficiency that may arise by reason of such re-letting, on demand, at any time and from time to time at the office of 614 Pearl Ave., Attention: VanValkenburg

Properties, LLC., Huntsville, AL 35801 or at such other place as designated in writing by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

10. Tenant agrees to pay any reasonable attorney's fees and expenses the Landlord incurs in enforcing any of the obligations of the Tenant under this Lease. or in any litigation or negotiation in which the Landlord shall, without his fault, become involved through or on account of this Lease.

11. No waiver of any condition or covenant of this Lease by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

12. Landlord, or any of its agents, shall have the right to enter said Premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said Building, or to exhibit said Premises at any time for the purpose of reletting. Said right of entry shall likewise exist for the purpose of removing plaques, signs, fixtures, alterations or additions which do not conform to this Agreement.

13. All personal property in the Leased Premises shall be and remain Tenant's risk, and Landlord shall not be liable for any damages to nor loss of such personal property arising from acts of negligence of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer or steam pipe; nor from the heating or plumbing fixtures; nor from electric wires or fixtures; nor from any other cause whatsoever.

Subject to the provisions of Section 6 hereof, if the Tenant shall not remove all his effects from said Premises at any termination of this Lease, same shall be deemed abandoned and Landlord may, at its option and without notice, remove all or part of said effects in any manner that Landlord shall choose and store or dispose of same without liability to Landlord. Landlord may cause effects to be sold to satisfy the costs of storing said effects and payment of past due rents and any other amounts due Landlord under this Lease. Upon any termination of the Lease wherein Tenant shall be liable in any amount to Landlord. Landlord shall have a lien upon the personal property and effects of Tenant on said Premises and Landlord may, at its option, without notice, sell at private sale all or part of said property and effects for such price as Landlord may deem best and apply the proceeds of such sale upon any amount due under this Lease from Tenant to Landlord, including the expenses of the removal and sale.

14. To the extent authorized by Alabama State law and subject to the limitations of Alabama Code Section 11-47-190 (1975),Tenant covenants and agrees to indemnify, defend, protect and save harmless the Landlord, its servants, agents and employees from any and all liability which in any way arises out of claims based upon damages to property, or injury to persons, or death, sustained by the acts or failures to act of the Tenant, his agents, assigns or employees, or of any third party, in, on or about the Leased Premises during the term of this Lease, any extension hereof: or any holding over period.

15. Tenant will keep said Premises in good. order, repair and condition and surrender same at the expiration of the term herein or the renewal date hereof in broom clean condition and in the same condition in which they were received at the commencement of this Lease, usual wear and tear only excepted. Landlord shall not be obligated or required to like any repairs or to do any work on or about said Premises, or any part thereof; or on or about any Premises connected therewith but not hereby leased, except to the extent herein specifically agreed. Tenant and Landlord agree that the Landlord shall be responsible for making timely repairs as needed to the functional parts of the Premises including the structural, mechanical, electrical, plumbing, roofing, climate control (HVAC) features of the Premises. Should Tenant fail to make repairs agreed to by him under this Lease, the Landlord may enter the Premises and make such repairs and collect the cost thereof, plus reasonable overhead costs, from the Tenant as additional rent, such rent being due and payable at the next ensuing regularly monthly rental payment date.

16. This Lease and attachments hereto, if any, constitute the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing, signed and sealed by Landlord and Tenant. No surrender of the Leased Premises or of the remainder of term of this Lease shall be valid unless expressly accepted, in writing, by the Landlord.

17. It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.

18. In the event Landlord, during the term of this Lease shall be required by any governmental authority, the order or decree of any court, to repair, alter, remove, condemn, reconstruct or improve any part of the Demised Premises, then such repairing, alterations, removal, reconstruction or improvement may be made by and at the expense of the Landlord, and shall not in any way affect the obligations or covenants of the Tenant herein contained, and the Tenant hereby waives all claims for damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement; provided, if the repairs, alterations, removal, reconstruction or improvements required, ordered· or decreed shall render said Premises, or the Building wherein they are located, untenantable thereby, then unless said repairs, alterations, removal, reconstruction or improvements made within ninety (90) days after the date of the notice of requirements, order or decree, then either party hereto upon written notice to the other party, given not later than one hundred (100) days after the date of said notice of requirement, order or decree, may terminate this Lease, in which case rent shall be apportioned and paid the date said Premises or Building were rendered untenantable. The Landlord shall be entitled to receive all of the proceeds of any total or partial taking of the Demised Premises by eminent domain or condemnation, including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Tenant in the Premises, and the Tenant hereby assigns, and transfers to the Landlord all the Tenant's rights to receive any part of such proceeds.

19. Tenant agrees to surrender to Landlord, at the end of the term of this Lease and/or upon any cancellation or termination of this Lease, said Leased Premises in broom clean condition, and in as good condition as said Leased Premises were at the beginning of the term of this Lease, ordinary wear and tear excepted. Tenant agrees that, if Tenant does not surrender to Landlord said Leased Premises at the end of the term of this Lease, .or upon any cancellation or termination of the term of this Lease, then Tenant will pay to Landlord all damages the Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said Leased Premises, and will indemnify Landlord for all damages (of whatever type and nature) it might suffer on account of delay of Landlord in delivering

possession of said Premises to any succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said Premises.

20. If the Tenant shall remain or continue to be in possession of the Leased Premises or any part thereof after the termination of this Lease, Tenant shall pay to Landlord, as liquidated damages for each month or portion thereof that such possession is withheld, a sum equal to the monthly rental during the remainder of the possession of the Premises, as determined by the provisions of this Lease.

21. No sign, advertisement or notice of Tenant's shall be painted on any part of the inside or outside of the Building in which the Demised Premises are located.

22. Tenant agrees that he shall incur all expenses related to the operation and use of city utilities (gas, electric, water, sewer). There are four separate systems which provide heating and cooling:

1. Offices: two ton unit/heat pump/cool
2. Front of warehouse- Electric strip heater- has been the only source used to heat warehouse
3. Left side of warehouse: Four ton gas pack- Heat/Cool
   The gas not hooked. up for heat (never used)
4. Right side of building: Five ton gas pack - Heat/Cool

23. Lessee agrees to keep the premises clean and generally cared for. The Landlord shall not be liable for damages by abatement of or otherwise, in part by any strike, labor controversies, lockouts, acts of God, accident or casualty whatsoever, by the act or fault of e Tenant or other parties, or other tenants of the Building, or by any cause or causes beyond the reasonable control of the Landlord; nor shall the Landlord be liable for any act or default not authorized by the Landlord, of the janitors or other employees of the Lessee;

24. Should the roof of the Building leak at any time during said term., due to no fault on the part of Tenant, the Landlord will repair the same within a reasonable time after being requested in writing by the Tenant to do so, but in no event shall the Landlord be liable for damages or injuries arising from the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall the Landlord be liable for damages or injuries arising from defective workmanship or materials, the Tenant hereby expressly waiving the same. Landlord and its agents shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of the Landlord, other than willfully wrongful acts of Landlord. Landlord shall not be responsible for making any repairs to the Leased Premises whatsoever, unless specially so provided in this Lease.

25. Tenant will replace all keys lost or broken. Tenant will comply, at all times and in all respects, with all the applicable laws and ordinances relating to nuisance, insofar as the Building and the Premises hereby let, and the Tenant will not by any act or omission, render the Landlord liable for any violation thereof. Tenant shall give to Landlord, or his agents, prompt written notice of any accidents to or defects in water pipes, gas pipes, air conditioning and heating systems. Tenant shall, upon discovery of any other substantial defect in or injury to said Premises. or any need of other substantial repairs, promptly report the same to the Landlord in writing, or Landlord's agent in writing, provided, however, that Landlord shall be under no duty to remedy such defects or to make such repairs unless otherwise expressly required to do so by this Lease.

26. All notices herein authorized or required to be given to the Landlord shall be sent by Registered or Certified Mail, addressed to Pit Bull Products Inc, Attention VanValkenburg Properties, LLC., 614 Pearl Ave. Huntsville, Alabama 35801 or to such other place as the Landlord may from time to time designate in writing to the Tenant. All notices herein authorized or required to be given to the Tenant shall be addressed to the Tenant at 620 Pearl Ave., Huntsville, Alabama 35801 or to such other place as the Tenant may from time to time designate in writing to the Landlord. Written notice from the Landlord, mailed or delivered to the Premises leased hereunder, after delivery of the Premises hereunder to Tenant, shall constitute sufficient notice to Tenant to comply with the terms of this Agreement.

27. The Tenant agrees that this Lease shall remain subject to and subordinate to all present and future mortgages affecting the Premises of which the Leased Premises are a part, and the Tenant shall promptly execute and deliver to the Landlord such certificate or certificates in writing as the Landlord may request, showing the subordination of this Lease to such mortgage or mortgages, and in default of the Tenant's so doing, the Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of the Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Notwithstanding such subordination, Tenant's Right to Quiet Possession of the Premises shall not be distributed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of the Lease unless this Lease is otherwise terminated pursuant to its terms and further Tenant agrees to attorn to any new Landlord. This subordination, attornment and non-disturbance provision is to be effective and self-operative without the execution of any further provision instruments on the part of any of the parties hereto, immediately upon the mortgage or other successor to Landlord's estate succeeding to the interest of the Landlord in the Leased Premises.

28. Notwithstanding anything to the contrary provided in this Lease or by law, it is specifically agreed and understood between the parties hereto that there shall be absolutely no personal liability on the part of the Landlord or any of its employees or any of its respective heirs, executors, administrators, personal representatives, successors, assignees, nominees or designees, with respect to any of the terms, covenants, and conditions of this Lease, and Tenant or any other party claiming by, through or under the Tenant shall look solely to the interests of the Landlord in the building development, as its respective interest may appear, for the collection of any claim, demand, cost, expense, judgment or other judicial process requiring the payment of money for any default or breach by Landlord or any of its employees shall be subject to levy, execution or other judicial process for the satisfaction of any claim of Tenant.

29. This Agreement and all covenants, obligations, and conditions hereof shall inure to the benefit of and shall be binding upon Landlord, and Landlord's successors and assigns. This Agreement and all its covenants, obligations, and conditions shall also inure to· the benefit and be binding upon Tenant and Tenant's heirs, executors, administrators, successors, and assigns.

30. The tenant will pay rent on a monthly basis of Three Thousand Five Hundred Dollars ($3,500.00) a month.

31. Tenant may purchase said property within the thirty-sixth month lease period at the price established by a certified appraisal which both parties shall agree upon.

32. Tenant accepts the Lease Premises in an "AS IS" condition.

33. Tenant shall be entitled to park on any front portion of the lot and or driveway. Parking will be available 24 hours per day seven days per week.

34. Provided either Landlord or Tenant gives the other party thirty (30) days prior written notice of its intent, either party has the option at each anniversary date to terminate the lease with no penalty.

Presentation of this instrument by Landlord or its Agency does not constitute an offer to lease. This instrument is not a binding agreement until executed by both Landlord and Tenant and delivered to all parties.

The Parties agree that any form of electronic signature, including but not limited to signatures via fax, scanning, or electric mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed these presents as of the day and year first above written.

Witness:

Landlord

BY: _____
VanValkenburg Properties, LLC.
ITS: Owner

Date: 12/14/2022

Witness:

Tenant

CITY OF HUNTSVILLE

_____
Kenneth Benion
Clerk-Treasurer

BY: _____
Tommy Battle
ITS: Mayor

Date: 2/24/2022

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Lease Agreement between VanValkenburg Properties, LLC, and 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 "Lease Agreement between the City of Huntsville and VanValkenburg Properties, LLC" consisting of eight (8) pages, and the date of February 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 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0164

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Catholic Center for Concern, Inc. as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.

Resolution No. 22-138

Finance Information:

Account Number: 2101-70-70100-515370-00000000-00139

City Obligation Amount: $ 0

Total Obligation: $0

Special Circumstances:

Grant Funded: $ 127,070.00

Grant Title - CFDA or granting Agency: ERAP2

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Catholic Center for Concern, Inc., said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND CATHOLIC CENTER FOR CONCERN, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS" consisting of ten (10) pages, and the date of February 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.

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)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND CATHOLIC CENTER
FOR CONCERN, INC. FOR THE ADMINISTRATION OF
EMERGENCY RENTAL ASSISTANCE FUNDS

THIS AGREEMENT is made the 24th day of February 2022, by and between Catholic Center for Concern, Inc, a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

I. **Statement of Work**

A. The City will grant $127,070.00 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing direct case management and financial assistance to any eligible City of Huntsville resident who has been financially affected by the COVID-19 pandemic.

B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the administration of the program.

C. The Sub-recipient must establish a separate bank account for the sole purpose of providing direct emergency rental and utility assistance to eligible households.

D. The City of Huntsville will manage the pool of available funding and disperse advance direct assistance funding not to exceed the total amount of Emergency Rental Assistance Grant funds allocated to the City of Huntsville from the U.S. Department of Treasury. All grant funds must be for assistance to eligible households and must be used for rent, rental arrears, utilities, utility arrears and other expenses related to housing incurred directly or indirectly due to the COVID-19 pandemic.

_____
President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
February 24, 2022

E. Households served by this program will meet the following criteria: Renter households with maximum household incomes of no more than 80% of the area median income (AMI) and who meet the following conditions:

1) One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and

2) One or more individual in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:

    a) A past due utility or rent notice or an eviction notice;
    b) Unsafe or unhealthy living conditions; or
    c) Any other evidence of such risk as determined by the grantee

3) The Sub-recipients must prioritize assistance to households at risk of being evicted or with incomes of no more than 50% of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days and provide case management support to these households, to help them maintain housing for at least 3 months.

4) Payments, including arrearages and future payments for any individual household generally may not exceed 12 months; however a grantee may provide assistance for an additional three months (for a total of 15 months) only if it is necessary to ensure the household remains stably housed and if funding is available.

5) Sub-recipient must make payments directly to a lessor or utility/home energy provider on behalf of the eligible household unless the lessor or utility/home energy provider does not agree to accept the payment, in which case the grantee may make payments directly to the eligible household.

II. National Objective

All activities funded with U.S. Treasury must meet the ERAP2 Program's National Objective: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially by COVID-19, this activity is presumed to benefit low-income persons.

III. **Use of Funds**

The U.S. Treasury funds shall be used according to the budget submitted by the Sub-recipient during application process(below).

Budget Category	**Source**	**Amount**
Salaries (Case Workers & Director)	U.S. Treasury	$114,570.00
Operating Expenses	U.S. Treasury	$12,500.00
Total		**$127,070.00**

IV. **Performance Goals**

The Sub-recipient agrees to provide a minimum of 250 households with emergency rental and/or utility assistance during the term of this agreement and shall be reported to the City monthly.

V. **Timetable**

The services of the Sub-recipient shall begin February 24, 2022 and completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

VI. **Payments**

A. Advance payments for eligible rent and utility expenses shall be made from the available pool of Emergency Rental Assistance funds as administered by the City of Huntsville and in accordance with performance and monthly reviews.

B. The Sub-recipient shall submit an advanced payment requests for eligible rent and utility expenses via e-mail with copies of bank statements showing that funds have been expended. Verification that funds have been expended must be proven before next advanced payment will be given. The Sub-recipient shall submit reimbursement forms via e-mail monthly for case worker salaries with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The Sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.

C. The City of Huntsville Alabama shall advance the Sub-recipient upon submission of a payment request form. The City of Huntsville staff must approve all requests for payment per policies and procedures; therefore, reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any

or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

VII. **Subrogation**

A. In consideration of Sub-recipient's funds from the City, the Sub-recipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient.

B. Under this Agreement and at the sole discretion of the City, there shall be a determination that there has been no duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.

C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

VIII. **Records and Reports**

A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the "Timetable." If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final "Performance Report" should be submitted no later than 15 days after the agreement period.

B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.

C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information:

D. The number of eligible households that receive assistance;

E. The acceptance rate of applicants for assistance;

F. The type(s) of assistance provided to each household;

G. The average amount of funding provided per household;

H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);

I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant;

J. Sub-recipient must establish data privacy and security requirements.

IX. Financial Reporting

The Sub-recipient shall:

A. Maintain a separate bank account and an effective system of internal fiscal control and accountability for all U.S. Treasury funds, and make sure the same are used solely for authorized purposes.

B. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.

D. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

X. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

XI. Uniform Administrative Requirements

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:

1. Be reasonable for the performance of the award,
2. Be accorded consistent treatment,
3. Be determined in accordance with generally accepted accounting principles, and
4. Be adequately documented.

B. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by

Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

B. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity,

or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Sub-recipient, or any designated public agency.

D. Anti-Lobbying

The Sub-recipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S. Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to ensure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient will cure, or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties in writing. In case the default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the Agreement and would require approval from the City of Huntsville Alabama.

XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least $500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

XVIII. Electronic Signature

The Parties agree that any form of electronic signature, including but not limited to signatures via fax, scanning, or electric mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this agreement on this 24th day of February 2022.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle,
Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

CATHOLIC CENTER OF CONCERN, INC.

DATE:_____

_____
Its: President

ATTEST:

_____

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Catholic Center for Concern, Inc., said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND CATHOLIC CENTER FOR CONCERN, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS" consisting of ten (10) pages, and the date of February 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.

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0165

Department: **Cemetery Department**

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

Resolution authorizing the Mayor to enter into a special employee agreement between the City of Huntsville and Sherry Jones.

Resolution No. 22-139

Finance Information:

Account Number: 1000-51-00000-501010-00000000-

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:

SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND SHERRY JONES

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SHERRY JONES

THIS AGREEMENT is made and entered into on the ___ day of _____, by and between Sherry Jones, an individual, ("Jones") 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. Jones shall be employed by the City of Huntsville as a Special Employee in the Cemetery 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 Director of Cemeteries. Jones's duties as a Special Employee shall include all work described in "Attachment A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Jones at the rate of thirty-three dollars ($33.00) per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed thirty-two thousand dollars ($32,000.00) per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Jones shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Jones shall not receive any benefits available to any employee of the City. Jones shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on April 20, 2022.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

_____

President of the City Council of

the City of Huntsville, Alabama

Date:

5. Except as specified herein, Jones shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Jones acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Jones agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

7. In addition, Jones shall not receive any benefits available to any employee of the City except those she receives as a retiree of the City.

8. This agreement constitutes the entire agreement between the parties.

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

_____
Sherry Jones, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Attachment A

Duties required by Special Employee Agreement between City of Huntsville and Sherry Jones include the following:

- Meet with families and make burial arrangements.
- Assist the Cemetery Director with anything required and asked of me.
- Sell property, prepare burial sales agreements, prepare cemetery property deeds.
- Balance credit card statements.
- Assist with timecards (Kronos) for the department.
- Maintain Cemetery inventory records.
- Assist walk in patrons/customers.
- Bank deposits and reports for Clerk Treasurer. Balance end of month revenue reports for Cemetery property sales.
- Prepare property transfer documents.
- Assist with training the new Cemetery Analyst
- Receive and prepare paperwork for Cemetery sod and tree donations and follow the process until donation preference has been completed.
- Work with monument companies on foundation/monument issue s and requests.
- Work with Funeral Homes and/or Funeral Directors for burial arrangements.
- Work with Legal Department as needed on legal issues that arise within our department, send documents for their review.
- Assist employees with uniform orders/allowance.
- Assist with Cemetery Stroll.
- Collect monies for opening/closing fees, sale of spaces, foundations, etc.
- Data entry into the Cemetery Access Program.
- Assist with budget items.

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Sherry Jones, 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 Sherry Jones," consisting of two (2) pages plus one (1) additional page consisting of Attachment A with the date of February 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 the said document being permanently kept on file in the Office of the City Clerk-Treasure of the City of Huntsville, Alabama.

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0166

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.

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-_____

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

Section 1. The position of Green Team Education Specialist is hereby created and classified at a salary grade 10.

Section 2. The position of Municipal Agenda Coordinator is hereby created and classified at a salary grade 12.

Section 3. The position of Digital Forms Clerk is hereby created and classified at a salary grade 11.

Section 4. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

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:** 2/24/2022 **File ID:** 2022-0167

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 21-867 to modify the authorized strength of the departments.

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:

1000

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 for change in the authorized strength of the department, as follows:

Section 1. The staffing level is hereby increased within Landscape Management by one (1) Green Team Education Specialist position, grade 10.

Section 2. The staffing level is hereby increased within Clerk Treasurer by one (1) Municipal Agenda Coordinator position, grade 12.

Section 3. The staffing level is hereby increased within Clerk Treasurer by one (1) Digital Forms Clerk position, grade 11.

Section 4. In all other respects, Ordinance No. 21-867, as amended, shall remain in full force and effect.

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:** 2/24/2022 **File ID:** 2022-0168

Department: Clerk-Treasurer

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, by adding Article XII, Electronic Records and Electronic Signatures, Section 2-2160 thru 2-2163.

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- _____

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

Section 1. Chapter 2 of the Code of Ordinances of the City of Huntsville, Alabama is hereby amended by adding the following Article XII:

ARTICLE XII. ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

Sec. 2-2160. Purpose; scope; limitations.

(a) *Purpose*. The purpose of this article is to exercise the authority granted to the city council pursuant to section 8-1A-17 and section 8-1A-18 of the Alabama Uniform Electronic Transactions Act, Chapter 1A of Title 8 of the Code of Ala. 1975 (UETA), to determine whether, and the extent to which, city agencies will create and retain electronic records and convert written records to electronic records, send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.

(b) *Scope*. To the fullest extent permitted by the UETA, consistent therewith, and subject to the limitations therein, this article is intended to authorize the use of electronic records and electronic signatures in the conduct of the official business of the city by city agencies and the conduct of official business with city agencies by any person. Such use shall be in accordance with and subject to the provisions of the UETA and this article. This article does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form.

(c) *Limitations*. Notwithstanding anything to the contrary contained in this article or the UETA:

(1) In no event shall any legal or binding recognition or effect be given to a record purported to be executed by a city signatory using an electronic signature, if the execution is not duly authorized in accordance with applicable law; and

(2) In the event that any electronic signature is found by a city agency to have been used or applied to a city record in violation of this article, the UETA, or any other law, the electronic signature shall be null and void and the city record signed electronically using the unlawful, fraudulent, unauthorized or otherwise improper electronic signature shall also be null and void, discontinued, and unenforceable against the city.

Sec. 2-2161. – Definitions.

The definitions set forth in section 8-1A-2 of the UETA are expressly incorporated into this article by reference as if fully set forth herein. In addition, as used in this article, each of the following words have the following meanings:

City agency means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the city.

City signatory means a person who is an elected or appointed official, officer, employee, agent, or legal representative of a city agency who executes a document on behalf of the city or a city agency.

Electronic media protocol officer means the director of the city's information technology systems department or any one or more of his/her designees or subordinates; or such other or additional person as may be designated by the mayor.

UETA means the Alabama Uniform Electronic Transactions Act, Chapter 1A of Title 8 of the Code of Ala. 1975, as such act may be amended at any time and from time to time.

Sec. 2-2162. Creation and retention of electronic records.

(a) To the fullest extent permitted by the UETA, in accordance therewith, subject to the limitations therein, and subject to the provisions of this article, city agencies are hereby authorized to create and retain electronic records and to convert written records to electronic records, pursuant to section 8-1A-17(b) of the UETA. Any such electronic records will be retained in compliance with applicable law including section 8-1A-12 of the UETA and the requirements of the Local Government Records Commission ("LGRC"). A city agency may create a retrievable electronic record or copy, by optical scan or otherwise, of paper original documents or make other images or paper copies which accurately reproduce the originals and may destroy original paper documents so copied as specified in the Records Disposition Authority ("RDA") issued by the LGRC under the authority granted by section 41-13-5 and sections 41-13-22 through 24 of the Code of Ala. 1975. The city clerk-treasurer may exercise oversight over the retention and conversion of electronic records.

(b) Notwithstanding anything to the contrary contained in this article or the UETA, an electronic document retains the characteristics of the original document, including whether or not the document is a public record or is confidential or otherwise protected from disclosure.

Sec. 2-2163. Use of electronic signatures and electronic records.

(a) *Use authorized; limitations*.

(1) *Authorization*. To the fullest extent permitted by the UETA, in accordance therewith, subject to the limitations therein, and subject to the provisions of this article, city agencies, subject to subsection (2) below, are hereby authorized to send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures, pursuant to section 8-1A-18(a)(2) of the UETA.

(2) *Limitations*.

a. In the case of deeds and other instruments that are to be notarized, acknowledged, verified, or made under oath, the use of electronic records and electronic signatures shall be as determined by the city attorney, subject to applicable laws, including those governing real estate transactions and notaries;

b. The mayor may, but is not obligated to, elect for each city agency under his/her supervision and control whether electronic signatures or electronic records will be used for particular types of transaction or documents of that city agency, or (ii) delegate such authority, in whole or part, to the head of a city agency; and

c. The use of electronic records or electronic signatures may be limited or refused by a city agency upon the advice of the city attorney.

(b) In accordance with section 8-1A-18(b) of the UETA, use of electronic records and electronic signatures will comply, at a minimum, with the following requirements:

(1) Provide an identical copy of the original signed and executed document to the signer.

(2) Ensure non-repudiation; that the signer cannot deny the fact that he or she electronically signed the document.

(3) Capture information about the process used to capture signatures (i.e. create an audit trail), including but not limited to:

a. IP address

b. Date and time stamp of all events

c. All web pages, documents, disclosures, and other information presented

d. What each party acknowledged, agreed to, and signed

(4) Encrypt, end-to-end, all communication within the signature process. Encryption technologies shall comply with state encryption standards, including the requirements that cryptographic modules be validated to the current Federal Information Processing Standards (FIPS).

(b) The information contained in subsection (a) constitutes the minimum that is required for a valid electronic signature. Subject to subsection (c) below, any authorized person within a city agency may require additional reasonable information from a signer in order to establish the identity and signature authority of the signer. The electronic media protocol officer may provide additional requirements subject to this article and the UETA.

(c) Subject to the requirements set forth in subsection (a) above, the electronic media protocol officer of the city is hereby authorized to oversee the use of electronic records and electronic signatures by city agencies, and to otherwise facilitate the implementation of this article through the development of policies, protocols, or recommendations that specify each of the following:

(1) The manner and format in which the electronic records shall be created, generated, sent, communicated, received, and stored and the systems established for those purposes.

(2) If electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature shall be affixed to the electronic record, and the identity of, or criteria that shall be met by, any third party used by a person filing a document to facilitate the process.

(3) Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.

Section 2. 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 3. 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

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0169

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring one (1) 15 passenger van as surplus and to be donated to the Boy Scouts of America, Troop 400 and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400 for said donation.

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to The Boy Scouts of America, Troop 400. The property is described as follows:

2007 Ford E- 350 HI TOP Conversion Van
Equipment # 021998

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with the Boy Scouts of America to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400," consisting of a total of one (1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

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

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE BOY SCOUTS OF AMERICA, TROOP 400

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 2022, by and between The Boy Scouts of America, Troop 400, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #021998 VIN 1FDEE3FL0CDB04801 a 2007 Ford E – 350 HI TOP Conversion van to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

President of the City Council of
the City of Huntsville, Alabama
Date: 2/24/2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 24th day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

AGENCY
THE BOY SCOUTS OF AMERICA, TROOP 400

BY:_____
ITS:_____

WITNESS:

_____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0170

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring two (2) 15 passenger vans as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and The Arc of Madison County, for said donation.

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to The Arc of Madison County. The property is described as follows:

2010 Ford Goshen E35E Pacer II, Equipment #021650
2011 Ford Goshen E35E Pacer II, Equipment #021656

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with The Arc of Madison County to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between The City of Huntsville and The Arc of Madison County," consisting of a total of one **(**1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

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

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE MADISON COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 2022, by and between The Association of Retarded Citizens of Madison County, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #021650 VIN 1FDEE3FL6ADA01332 a 2010 Ford Modified 15 Passenger Van & and #021656 1FDEE3FL4BDA37182 a 2011 Ford Modified 15 Passenger Van to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

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

Date: 02/24/2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 24th day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

THE MADISON COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC.

BY:_____
ITS:_____

WITNESS:

_____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/24/2022 **File ID:** 2022-0171

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring one (1) medium sized passenger bus as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and Oakwood University, for said donation.

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to the Oakwood University. The property is described as follows:

2013 Eldorado Medium Sized Passenger bus
Equipment # 030570

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with Oakwood University to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between the City of Huntsville and Oakwood University," consisting of a total of one (1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

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

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE OAKWOOD UNIVERSITY

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 2022, by and between Oakwood University, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #030570 VIN 1N9TBAC63DC084221 a 2013 Eldorado Medium Sized Passenger Bus to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

President of the City Council of
the City of Huntsville, Alabama
Date: 2/24/2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 24th day of February, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

AGENCY
OAKWOOD UNIVERSITY

BY:_____
ITS:_____

WITNESS:

_____ _____