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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, September 25, 2025**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Huntsville Alabama Public Safety Chaplains

2. NATIONAL ANTHEM

Performed by: Mae Jemison High School Choir

3. APPROVAL OF THE AGENDA

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

a. 2025-837 Minutes of the Regular Meeting of the City Council held on September 11, 2025, Regular Council Meeting. (Minutes Received)

Sponsors: City Clerk

5. MAYOR: SPECIAL RECOGNITIONS

a. 2025-838 Recognition of the Mae Jemison High School Choir performer, Makayla Fullenwider.

Sponsors: Administration

b. 2025-839 Recognition of the Huntsville Youth Orchestra performers: Matthew Ng and Emilía Ng.

Sponsors: Administration

c. 2025-769 Proclamation to declare the month of September as OBGYN Cancer Awareness Month.

Sponsors: Administration

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2025-840** Public Hearing for suspension of licensure for confidential tax related to case number: 407. (Set on September 11, 2025, Regular Council Meeting)
Resolution No. 25-751

Sponsors: Finance

Attachments: Case 407 Hearing Complete.pdf

b. **2025-841** Public hearing on the zoning of 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street to Residence 1-B District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)
Ordinance No. 25-604

Sponsors: Planning

Attachments: Arnett Zoning Complete

c. **2025-842** Public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)
Ordinance No. 25-606

Sponsors: Planning

Attachments: Little Cove Zoning Complete

d. **2025-843** Public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)
Ordinance No. 25-608

Sponsors: Planning

Attachments: McDonald Zoning Complete

e. 2025-844 Public hearing on the zoning of 572.48 acres of land lying on the north of Bob Wade Ln. and east and west of Mt. Lebanon Rd. to Residence 2, Residence 2-B and Highway Business C-4 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 28, 2025, Regular Council Meeting)
Ordinance No. 25-656

Sponsors: Planning

Attachments: Harris Farm Zoning Complete

f. 2025-845 Public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)
Ordinance No. 25-610

Sponsors: Planning

Attachments: McCutcheon-Vaughn Zoning Complete

10. PUBLIC HEARINGS TO BE SET

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember David Little

Councilmember Jennie Robinson

Councilmember Michelle Watkins

Councilmember Bill Kling

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2025-846** Resolution authorizing expenditures for payment.
Resolution No. 25-752

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. **2025-847** Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No. 25-753

Sponsors: City Council

Attachments: District_1_Council Improvement_Complete_09.25.pdf

c. **2025-848** Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No. 25-754

Sponsors: City Council

Attachments: District_5_Council Improvement_09.25_Complete.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2025-849** Resolution to reappoint Lindsey Perry to the Burritt Memorial Committee, Place 16 (her current seat), for a three (3) year term to expire October 1, 2028.
(Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-693

Sponsors: Little

Attachments: Burritt reappointment LP.pdf

b. **2025-850** Resolution to reappoint Melissa Musgrove to the Burritt Memorial Committee, Place 6 (her current seat), for a three (3) year term to expire October 1, 2028.
(Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-694

Sponsors: Little

Attachments: Burritt reappointment MM.pdf

c. **2025-851** Resolution to reappoint George Cannon to the Burritt Memorial Committee, Place 5 (his current seat), for a three (3) year term to expire October 1, 2028.
(Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-695

Sponsors: Little

Attachments: Burritt reappointment GC.pdf

d. **2025-852** Resolution to reappoint Ahmad Brown to the Burritt Memorial Committee, Place 3 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-696

Sponsors: Little

Attachments: Burritt reappointment AB.pdf

e. **2025-853** Resolution to reappoint Jeffrey Blackwell to the Burritt Memorial Committee, Place 2 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-697

Sponsors: Little

Attachments: Burritt reappointment JB.pdf

f. **2025-854** Resolution to reappoint Charles Below to the Burritt Memorial Committee, Place 17 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-698

Sponsors: Little

Attachments: Burritt reappointment CB.pdf

g. **2025-855** Resolution to appoint Traci Gillespie to the Burritt Memorial Committee, Place 9, to the seat previously held by Paula Cushman for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-699

Sponsors: Little

Attachments: Burritt appointment TG.pdf

h. **2025-856** Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-700

Sponsors: Little

Attachments: Burritt reappointment CGriner.pdf

i. **2025-857** Resolution to appoint Amy Kemp to the City Tree Commission to the seat previously held by James Peters for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-701

Sponsors: Kling

Attachments: Tree Commission AK.pdf

j. 2025-858 Resolution to reappoint Troy Bowman to the City Tree Commission (his current seat) for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-702

Sponsors: Meredith

Attachments: Tree Commission TB.pdf

k. 2025-859 Resolution to appoint Matt Burke to the City Tree Commission to the seat previously held by William McBride for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-703

Sponsors: Meredith

Attachments: Tree Commission MB.pdf

l. 2025-860 Resolution to reappoint James Cochran to the Beautification Board, Place 8 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-704

Sponsors: Little

Attachments: Beautification reappointment JC.pdf

m. 2025-861 Resolution to reappoint Michelle Omenski to the Beautification Board, Place 11 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).
Resolution No. 25-705

Sponsors: Robinson

Attachments: Beautification reappointment MO.pdf

n. 2025-862 Resolution to reappoint Alexis Quinn to the Beautification Board, Place 7 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-706

Sponsors: Little

Attachments: Beautification reappointment AQ.pdf

o. 2025-863 Resolution to reappoint Laurel Miller to the Beautification Board, Place 12 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).
Resolution No. 25-707

Sponsors: Meredith

Attachments: Beautification reappointment LM.pdf

p. **2025-864** Resolution to appoint Zachary Hester to the Beautification Board, Place 15, to fill a vacancy due to the resignation of Celia Wettstein for the remainder of a three (3) year term to expire September 30, 2026. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-708

Sponsors: Robinson

Attachments: Beautification appointment ZH (002).pdf

q. **2025-865** Resolution to reappoint Ethan Walker-Jones to the Beautification Board, Place 10 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).
Resolution No. 25-709

Sponsors: Kling

Attachments: 25-709.pdf

r. **2025-866** Resolution to reappoint Billy Lenox to the Beautification Board, Place 9 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-710

Sponsors: Kling

Attachments: 25-710.pdf

s. **2025-867** Resolution to reappoint Mark Seeley to the Board of Examinations and Appeals for Construction Industries, Place 4 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting).
Resolution No. 25-711

Sponsors: Robinson

Attachments: Seeley Complete.pdf

t. **2025-868** Resolution to reappoint Josh Steele to the Board of Examinations and Appeals for Construction Industries, Place 3 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-712

Sponsors: Robinson

Attachments: Steele Complete.pdf

u. **2025-869** Resolution to reappoint LaFreeda Jordan to the Huntsville-Madison County Airport Authority, City Place 5 (her current seat), for a six (6) year term to expire October 24, 2031. (Nominated on September 11, 2025, Regular Council Meeting).
Resolution No. 25-713

Sponsors: Meredith

Attachments: 25-713.pdf

v. **2025-870** Resolution to appoint Wiley Day to the Huntsville Police Citizens Advisory Council, place 13, due to the resignation of Brian Webb for the remainder of a vacant four year term to expire August 1, 2027. (Nominated on September 11, 2025, Regular Council Meeting)
Resolution No. 25-755

Sponsors: Meredith

Attachments: Wiley Day Appointment Complete.pdf

16. BOARD APPOINTMENT NOMINATIONS

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

a. **2025-871** Ordinance authorizing the vacation of two 5-foot Utility and Drainage Easements between Lots 124 and 126, The Heritage of Monte Sano, Darlington Road. (Waggoner)
Ordinance No. 25-756

Sponsors: Legal

Attachments: Waggoner eas ord Complete.pdf

b. **2025-872** Ordinance authorizing the vacation of a portion of a 60-foot Utility and Drainage Easement, Lot 23, Creekstone Subdivision, Phase II, 5006 Willow Creek Drive. (Mayberry)
Ordinance No. 25-757

Sponsors: Legal

Attachments: Mayberry eas ord Complete.pdf

c. **2025-873** Ordinance authorizing the vacation of two Utility and Drainage Easements between Lots 2 and 3, Carroll Creek Subdivision, Winchester Road. (Iglesia de Dios)
Ordinance No. 25-758

Sponsors: Legal

Attachments: Iglesia de Dios eas ord Complete.pdf

d. **2025-874** Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 15 through 21, Creekside Commons, Gallows Cove. (Meritage Homes)
Ordinance No. 25-759

Sponsors: Legal

Attachments: Meritage Homes eas ord Complete.pdf

e. **2025-875** Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek.
Ordinance No. 25-760

Sponsors: Legal

Attachments: Indian Creek Housing eas ord Complete.pdf

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2025-876** Ordinance to adopt the City of Huntsville annual budget for fiscal year 2026 beginning October 1, 2025. (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-744

Sponsors: Administration

Attachments: FY2026 Budget Ordinance Packet Complete.pdf

b. **2025-877** Ordinance amending Ordinance No. 89-79, to provide all eligible employees of the City of Huntsville a cost-of-living adjustment (COLA), as reflected in the first pay period in the fiscal year 2026 budget, effective October 13, 2025. (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-745

Sponsors: Administration

Attachments: COLA Resolution_Complete.pdf

c. **2025-878** Ordinance to declare certain property surplus and no longer needed for public or municipal purpose. (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-746

Sponsors: Natural Resources

Attachments: Equipment Disposal September 2025.pdf

d. **2025-879** Ordinance annexing 9.93 acres of land lying on the east of Hwy 431 S and south of Wade Rd. (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-747

Sponsors: Planning

Attachments: Nirmala Annexation Complete

e. **2025-880** Ordinance annexing 14.62 acres of land lying on the east of Greenbrier Road, and north of I-565. (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-748

Sponsors: Planning

Attachments: Greenbrier Annexation Complete

f. **2025-881** Ordinance to change the name of a portion of "Avocent Way" to "Old Monrovia Road NW". (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-750

Sponsors: Planning

Attachments: Avocent Way Name Change Complete.pdf

g. **2025-882** Ordinance to change the name of a portion of "Dunlop Boulevard SW" to "Town Madison Boulevard". (Introduced on September 11, 2025, Regular Council Meeting)
Ordinance No. 25-749

Sponsors: Planning

Attachments: Dunlop Blvd Name Change Complete.pdf

h. **2025-638** Resolution authorizing the Mayor to enter into a Platform Access and Services Agreement between the City of Huntsville and City Detect. (Postponed on July 10, 2025, Regular Council Meeting)
Resolution No. 25-579

Sponsors: Administration

Attachments: City Detect Agreement Complete.pdf

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

a. **2025-883** Resolution approving the City of Huntsville 1990 Capital Improvement Plan for Fiscal Years 2026-2035.
Resolution No. 25-761

Sponsors: Administration

Attachments: 1990 Capital Improvement Plan_Complete.pdf

b. **2025-884** Resolution approving the City of Huntsville 2014 Capital Improvement Plan for Fiscal Years 2026-2035.
Resolution No. 25-762

Sponsors: Administration

Attachments: 2014 Capital Improvement Plan_Complete.pdf

c. **2025-885** Resolution authorizing travel expenses.
Resolution No. 25-763

Sponsors: Finance

Attachments: Travel_Resolution_Complete.pdf

d. **2025-886** Ordinance amending Budget Ordinance No. 24-700, by changing appropriated funding for various departments and funds.
Ordinance No. 25-764

Sponsors: Finance

Attachments: Budget_Amendment_Complete.pdf

e. **2025-887** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 25-765

Sponsors: Finance

Attachments: Resolution_Procurement_09.25_Complete.pdf

f. **2025-888** Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Mauldin & Jenkins CPAs & Advisors.
Resolution No. 25-766

Sponsors: Finance

Attachments: FY25 Audit Mauldin_Jenkins CPAs_Advisors Resolution_Comple

g. **2025-889** Resolution authorizing the Mayor to execute Change Order No. 1 the contract between the City of Huntsville and GKL Companies, Inc., for the Von Braun Center Selected Replacement of Several Roof Areas project. The contract was awarded pursuant to Resolution No. 24-666.
Resolution No. 25-767

Sponsors: Finance

Attachments: VBC_Change_Order_Resolution_09.25_Complete.pdf

h. **2025-890** Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02.
Resolution No. 25-768

Sponsors: Engineering

Attachments: USGS Joint Funding Agrmt 2025-2026 complete.pdf

i. **2025-891** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Skipper Consulting, Inc., for Engineering Design Services for Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass, Project No. 71-25-SP27.
Resolution No. 25-769

Sponsors: Engineering

Attachments: Traffic signal warrant study Hwy 231-AL 255 complete.pdf

j. **2025-892** Resolution authorizing the Mayor to enter into a Preliminary Engineering Construction Agreement for a Federal Aid Project between the State of Alabama and City of Huntsville, Alabama, Project No. 71-25-SP28 and ALDOT Project No. CRPHV-MR26( ).
Resolution No. 25-770

Sponsors: Engineering

Attachments: ALDOT TSMO Advanced Corridor complete.pdf

k. **2025-893** Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Chorba Contracting for the John Hunt Park Military Museum Expansion.
Resolution No. 25-771

Sponsors: General Services

Attachments: Complete-Chorba-VetMilitaryMuseum.pdf

l. **2025-894** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025.
Resolution No. 25-772

Sponsors: General Services

Attachments: Complete-MPS-Consent_to_Assign_Contract.pdf

m. **2025-895** Resolution authorizing the Mayor to execute an authorization to renew a group accident policy for volunteers with Markel Insurance Company.
Resolution No. 25-773

Sponsors: Human Resources

Attachments: Volunteer Policy 2025-2026.pdf

n. **2025-896** Resolution authorizing the Mayor to execute the application for excess workers' compensation insurance with Safety National Casualty Corporation.
Resolution No. 25-774

Sponsors: Human Resources

Attachments: Excess Worker's Compensation 2025- 2026.pdf

o. **2025-897** Resolution authorizing the Mayor to execute the application for renewal of Government Crime Policy with Fidelity and Deposit Company of Maryland.
Resolution No. 25-775

Sponsors: Human Resources

Attachments: Crime Policy 2025.pdf

p. **2025-898** Resolution authorizing the Mayor to enter into a Professional Service Agreement between the City of Huntsville and Rippleworx for software.
Resolution No. 25-776

Sponsors: Inspection

Attachments: COH INSP RippleWorx 2025 Final CC Res Packet Rev 09.18.202

q. **2025-899** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Clearview AI, Inc., for the purpose of providing law enforcement with a more effective and less expensive suspect recognition search engine.
Resolution No. 25-777

Sponsors: ITS

Attachments: Clearview Agreement Complete.pdf

r. 2025-900 Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 23-058-SP for Wilson Cove Phase 2 Subdivision.
Resolution No. 25-778

Sponsors: Legal

Attachments: Wilson Cove LOC Complete.pdf

s. 2025-901 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Wellstone, Inc., for public transportation services for the Adult Day Treatment clients.
Resolution No. 25-779

Sponsors: Parking/Public Transit

Attachments: WELLSTONE PACKET.pdf

t. 2025-902 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the City of Madison for Dispatching Services of Paratransit Vehicles.
Resolution No. 25-780

Sponsors: Parking/Public Transit

Attachments: MADISON CONTRACT PACKET.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2025-903 Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.
Ordinance No. 25-781

Sponsors: Fleet Department

Attachments: Nov2025Auction.pdf

b. 2025-904 Introduction of an Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.
Ordinance No. 25-782

Sponsors: Human Resources

Attachments: Complete package Class Salary Plan No. 89-79 10-2025.pdf

c. 2025-905 Introduction of an Ordinance concerning a Rights-of-Way Use Agreement between Southern Light, LLC, an Alabama limited liability company, and the City of Huntsville.
Ordinance No. 25-783

Sponsors: Legal

Attachments: Southern Light ROW Agreement Complete.pdf

d. **2025-906** Introduction of an Ordinance concerning a Rights-of-Way Use Agreement between Uniti Fiber GulfCo, LLC, a Delaware limited liability company, and the City of Huntsville.
Ordinance No. 25-784

Sponsors: Legal

Attachments: Gulfco ROW Agreement Complete.pdf

e. **2025-907** Introduction of an Ordinance to declare certain property as surplus and to authorize the Mayor to enter into an exchange agreement between UMH MidCity, LLC, and the City of Huntsville for conveyance of the same.
Ordinance No. 25-785

Sponsors: Urban Development

Attachments: UMH MidCity Exchange Ord Complete.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-837

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-838

Department: Administration

Subject: **Type of Action:** Presentation

Recognition of the Mae Jemison High School Choir performer Makayla Fullenwider.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-839

Department: Administration

Subject: **Type of Action:** Presentation

Recognition of the Huntsville Youth Orchestra performers: Matthew Ng and Emilía Ng.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-769

Department: Administration

Subject: **Type of Action:** Presentation

Proclamation to declare the month of September as OBGYN Cancer Awareness Month.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-840

Department: Finance

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

Public Hearing for suspension of licensure for confidential tax related to case number: 407. (Set on September 11, 2025, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6054

Department: Finance

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

Public Hearing for suspension of licensure for confidential tax related case number 407. (Set on September 11, 2025, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-

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

(a) Subject to paragraphs (b) and (c), that because of failure to remit taxes due and owing to the City the business licensure for certain taxpayer(s) [Case: 407] be and the same is hereby suspended for a period of 12 months from the date hereof.

(b) That, in the event a taxpayer/licensee whose license has been hereby suspended enters into an installment agreement with the City for the payment of the delinquent taxes and remains current under said agreement, during the suspension period, then this suspension shall be held in abeyance and said taxpayer/licensee; will be allowed to operate; provided, however, if, at any point during the suspension period the taxpayer/licensee fails to timely make an installment payment, then this suspension shall no longer be held in abeyance and shall automatically be in full force and effect for said non-compliant taxpayer/licensee without further action required by the City. In such an event, the non-compliant taxpayer/licensee shall be subject to citation for operating without a business license should it continue operating during its suspension period.

(c) That, in the event a final assessment is issued, and is not timely appealed, for non-payment of tax due for periods that are not covered under an installment agreement referenced in paragraph (c), then this suspension shall no longer be held in abeyance and shall automatically be in full force and effect for said non-compliant taxpayer/licensee without further action required by the City. In such an event, the non-compliant taxpayer/licensee shall be subject to citation for operating without a business license should it continue operating during its suspension period.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-841

Department: Planning

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

Public hearing on the zoning of 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street to Residence 1-B District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)

Ordinance No. 25-604

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 108 Arnett Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5804

Department: Planning

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

Resolution to set a public hearing on the zoning of 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street to Residence 1-B District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

If yes, please list preferred date(s) of publication: Resolution: August 27 & September 3, 2025; Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 108 Arnett Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

(1) The zoning of 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street to Residence 1-B District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 27th day of August, 2025, and the second publication shall be one week thereafter on the 3rd day of September, 2025, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 25th day of September, 2025, in the Council Chambers of the City of Huntsville Administration Building at 305 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 25-_____, which was introduced by the City Council of the City of Huntsville on the 14th day of August, 2025, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 25-

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

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

1. That the following area, land lying on the north of Zierdt Road and west of Arnett Street, 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-B District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 03, Township 05 South, Range 02 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 03; thence North 63 Degrees 58 Minutes 43 Seconds West 1451.89 feet to a point; said point is further described as the Point of Beginning; thence from the Point of Beginning, North 88 Degrees 18 Minutes 32 Seconds West 222.54 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East 63.69 feet to a point; thence South 88 Degrees 18 Minutes 33 Seconds East 222.13 feet to a point; thence South 00 Degrees 21 Minutes 39 Seconds East 63.70 feet back to the Point of Beginning and containing 0.33 acres, more or less.

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

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

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

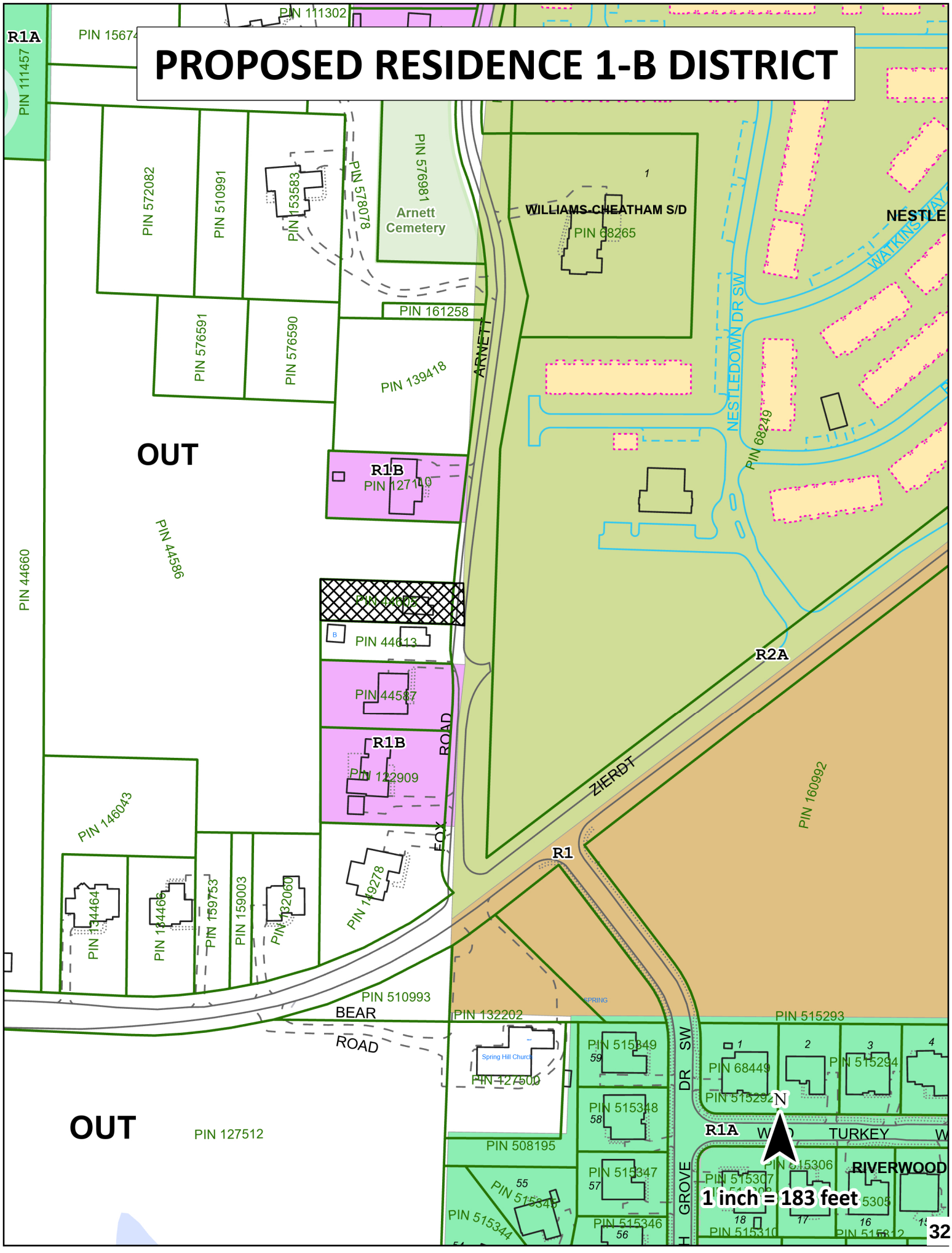
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1-B DISTRICT
R1A
PIN 111457
PIN 111302
PIN 572082
PIN 510991
PIN 153583
PIN 578078
PIN 576981
Arnett Cemetery
WILLIAMS-CHEATHAM S/D
PIN 68265
NESTLE
WATKINS WAY
NESTLEDOWN DR SW
PIN 68249
PIN 161258
PIN 576591
PIN 576590
PIN 139418
ARNETT
OUT
R1B
PIN 127110
PIN 44586
PIN 44660
PIN 44613
PIN 44587
R2A
ROAD
ZIERDT
PIN 160992
R1
PIN 146043
PIN 144464
PIN 144465
PIN 159753
PIN 159003
PIN 132060
PIN 149278
FOX
PIN 510993
BEAR
ROAD
PIN 132202
Spring Hill Church
PIN 427500
PIN 515293
PIN 515349
PIN 68449
PIN 515294
PIN 515292
PIN 515348
PIN 508195
R1A
TURKEY
PIN 515347
PIN 515306
PIN 515307
RIVERWOOD
PIN 515344
PIN 515345
PIN 515346
PIN 515310
PIN 515312
GROVE
OUT
PIN 127512
N
1 inch = 183 feet

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-842

Department: Planning

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

Public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 15, 2025, Regular Council Meeting)

Ordinance No. 25-606

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Little Cove Rd, and McMullen Rd, Gurley, AL 35748
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6019

Department: Planning

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

Public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 15, 2025, Regular Council Meeting)

Ordinance No. 25-606

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Little Cove Rd, and McMullen Rd, Gurley, AL 35748
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

ORDINANCE NO. 25-

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

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

1. That the following area, land lying on the north and south side of Little Cove Road and west of US Hwy 72 E, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 09 and 16, Township 04 South, Range 02 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as commencing at a point located at the Southwest Corner of said Section 09; thence from the Place of Commencement, South 87 Degrees 59 Minutes 26 Seconds East a distance of 2455.42 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 37 Degrees 13 Minutes 48 Seconds East a distance of 12.41 feet to a point; thence North 74 Degrees 56 Minutes 44 Seconds East a distance of 216.13 feet to a point; thence North 48 Degrees 24 Minutes 07 Seconds East a distance of 79.18 feet to a point; thence South 76 Degrees 24 Minutes 51 Seconds East a distance of 1516.98 feet to a point; thence along a Curve to the Left having a radius of 965.93 feet and a chord bearing and distance of South 77 Degrees 13 Minutes 39 Seconds East, 27.59 feet to a point; thence South 11 Degrees 56 Minutes 32 Seconds West a distance of 179.96 feet to a point; thence South 12 Degrees 01 Minute 15 Seconds West a distance of 78.53 feet to a point; thence South 00 Degrees 27 Minutes 26 Seconds West a distance of 312.63 feet to a point; thence North 89 Degrees 32 Minutes 34 Seconds West a distance of 194.93 feet to a point; thence South 00 Degrees 27 Minutes 23 Seconds West a distance of 1797.99 feet to a point; thence North 89 Degrees 54 Minutes 37 Seconds East a distance of 537.67 feet to a point; thence South 36 Degrees 00 Minutes 40 Seconds West a distance of 42.79 feet to a point; thence South 25 Degrees 04 Minutes 39 Seconds West a distance of 127.32 feet to a point; thence South 25 Degrees 05 Minutes 48 Seconds West a distance of 106.68 feet to a point; thence South 27 Degrees 57 Minutes 08 Seconds West a distance of 165.62 feet to a point; thence South 36 Degrees 14 Minutes 21 Seconds West a distance of 212.51 feet to a point; thence South 31 Degrees 41 Minutes 42 Seconds West a distance of 126.42 feet to a point; thence South 26 Degrees 22 Minutes 58 Seconds West a distance of 104.55 feet to a point; thence South 42 Degrees 04 Minutes 38 Seconds West a distance of 392.51 feet to a point; thence South 33 Degrees 49 Minutes 56 Seconds West a distance of 64.43 feet to a point; thence South 33 Degrees 51 Minutes 05 Seconds West a distance of 177.83 feet to a point;

thence South 38 Degrees 44 Minutes 15 Seconds West a distance of 81.10 feet to a point; thence South 89 Degrees 17 Minutes 43 Seconds West a distance of 327.48 feet to a point; thence North 00 Degrees 30 Minutes 01 Second East a distance of 1323.62 feet to a point; thence South 89 Degrees 53 Minutes 43 Seconds West a distance of 667.47 feet to a point; thence North 00 Degrees 32 Minutes 01 Second East a distance of 1183.27 feet to a point; thence North 00 Degrees 32 Minutes 09 Seconds East a distance of 25.00 feet to a point; thence North 45 Degrees 11 Minutes 07 Seconds East a distance of 549.58 feet to a point; thence North 53 Degrees 36 Minutes 07 Seconds East a distance of 291.61 feet to a point; thence South 89 Degrees 22 Minutes 10 Seconds East a distance of 321.74 feet to a point; thence North 35 Degrees 46 Minutes 58 Seconds East a distance of 281.16 feet to a point; thence North 43 Degrees 54 Minutes 56 Seconds East a distance of 247.47 feet to a point; thence North 13 Degrees 35 Minutes 09 Seconds East a distance of 78.83 feet to a point; thence North 76 Degrees 24 Minutes 54 Seconds West a distance of 22.70 feet to a point; thence North 76 Degrees 24 Minutes 51 Seconds West a distance of 1508.90 feet back to the Point of Beginning and containing 85.67 acres, more or less.

2. That the following area, land lying on the north and south side of Little Cove Road and west of US Hwy 72 E, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 16, Township 04 South, Range 02 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as commencing at a point located at the Northwest Corner of said Section 16; thence from the Place of Commencement, South 87 Degrees 59 Minutes 26 Seconds East a distance of 2455.42 feet to a point; thence North 37 Degrees 13 Minutes 48 Seconds East a distance of 12.41 feet to a point; thence North 74 Degrees 56 Minutes 44 Seconds East a distance of 216.13 feet to a point; thence North 48 Degrees 24 Minutes 07 Seconds East a distance of 79.18 feet to a point; thence South 76 Degrees 24 Minutes 51 Seconds East a distance of 1516.98 feet to a point; Thence along a Curve to the Left having a radius of 965.93 feet and a chord bearing and distance of South 77 Degrees 13 Minutes 39 Seconds East, 27.59 feet to a point; thence South 11 Degrees 56 Minutes 32 Seconds West a distance of 179.96 feet to a point; thence South 12 Degrees 01 Minute 15 Seconds West a distance of 78.53 feet to a point; thence South 00 Degrees 27 Minutes 26 Seconds West a distance of 312.63 feet to a point; thence North 89 Degrees 32 Minutes 34 Seconds West a distance of 194.93 feet to a point; thence South 00 Degrees 27 Minutes 23 Seconds West a distance of 1797.99 feet to a point; thence North 89 Degrees 54 Minutes 37 Seconds East a distance of 537.67 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 36 Degrees 00 Minutes 40 Seconds West a distance of 42.79 feet to a point; thence South 25

Degrees 04 Minutes 39 Seconds West a distance of 127.32 feet to a point; thence South 25 Degrees 05 Minutes 48 Seconds West a distance of 106.68 feet to a point; thence South 27 Degrees 57 Minutes 08 Seconds West a distance of 165.62 feet to a point; thence South 36 Degrees 14 Minutes 21 Seconds West a distance of 212.51 feet to a point; thence South 31 Degrees 41 Minutes 42 Seconds West a distance of 126.42 feet to a point; thence South 26 Degrees 22 Minutes 58 Seconds West a distance of 104.55 feet to a point; thence South 42 Degrees 04 Minutes 38 Seconds West a distance of 392.51 feet to a point; thence South 33 Degrees 49 Minutes 56 Seconds West a distance of 64.43 feet to a point; thence South 33 Degrees 51 Minutes 05 Seconds West a distance of 177.83 feet to a point; thence South 38 Degrees 44 Minutes 15 Seconds West a distance of 81.10 feet to a point; thence North 89 Degrees 17 Minutes 43 Seconds East a distance of 341.21 feet to a point; thence North 89 Degrees 17 Minutes 19 Seconds East a distance of 1336.96 feet to a point; thence North 00 Degrees 22 Minutes 14 Seconds East a distance of 1301.74 feet to a point; thence South 89 Degrees 54 Minutes 37 Seconds West a distance of 797.25 feet back to the Point of Beginning and containing 36.06 Acres, more or less.

3. 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.

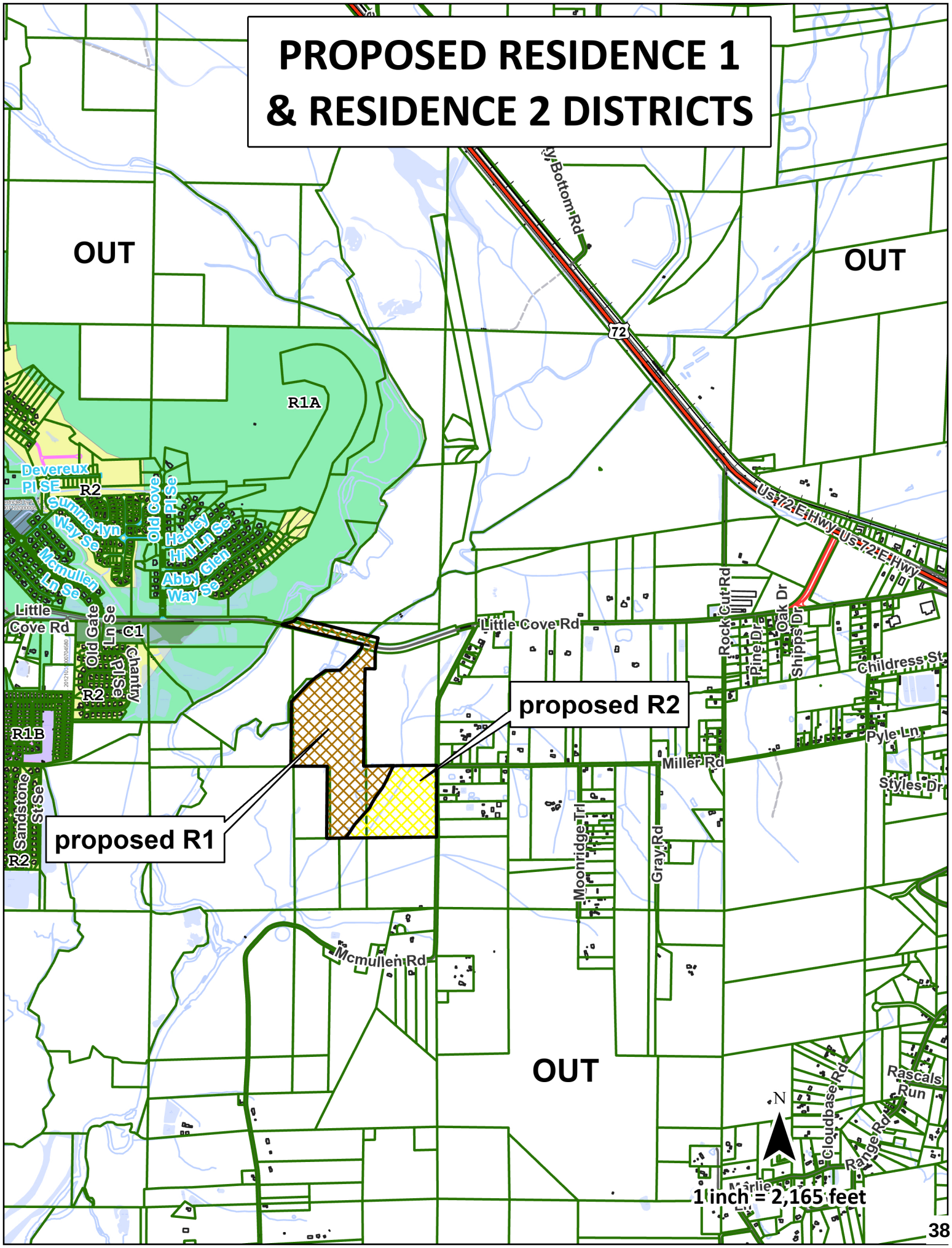
4. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1
& RESIDENCE 2 DISTRICTS
OUT
OUT
OUT
R1A
R2
R2
R2
R1B
C1
proposed R2
proposed R1
Little Cove Rd
Little Cove Rd
Miller Rd
Mcmullen Rd
Gray Rd
Moonridge Trl
Devereux Pl SE
Summerlyn Way Se
Old Cove Pl Se
Hadley Hill Ln Se
Abby Glen Way Se
Mcmullen Ln Se
Old Gate Ln Se
Chantry Pl Se
Sandstone St Se
Rock Cut Rd
Pine Dr
Oak Dr
Shipps Dr
Childress St
Pyle Ln
Styles Dr
Cloudbase Rd
Rascals Run
Range Rd
Marlie
Bottom Rd
72
Us 72 E Hwy
Us 72 E Hwy
N
1 inch = 2,165 feet

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-843

Department: Planning

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

Public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)

Ordinance No. 25-608

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Segers Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6020

Department: Planning

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

Public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025, Regular Council Meeting)

Ordinance No. 25-608

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: Segers Rd, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments: Recommended by Planning Commission

ORDINANCE NO. 25-

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

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

1. That the following area, land lying on the west side of Segers Road and north of Hardiman Road, 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 Planned Industrial District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South boundary of said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to5/8 inch McElroy; thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to A 1/2 inch capped rebar stamped "Johnson Ca0193ls" And The Point of Beginning of the herein described tract; Thence from said Point of Beginning, South 88 Degrees 41 Minutes 00 Seconds East a distance of 542.93 feet to a 1/2 Rebar; Thence North 01 Degrees 19 Minutes 26 Seconds East a distance of 159.84 feet to a 1/2 inch Athens; Thence North 88 Degrees 40 Minutes 01 Seconds West a distance of 544.55 feet to a 1/2 Rebar; Thence South 00 Degrees 44 Minutes 42 Seconds West a distance of 160.00 feet to the Point of Beginning and containing 2.00 acres, more or less.

INCLUDING

A tract of land lying in Section 14, Township 4 South, Range 3 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama, and being more particularly described as follows: Commencing at a railroad spike in Segers Road, said point being the center of the South Boundary of Said Section 14, thence from said railroad spike North 88 Degrees 41 Minutes 46 Seconds West a distance of 569.96 feet to5/8 inch McElroy; Thence North 00 Degrees 45 Minutes 03 Seconds East a distance of 546.07 feet to a 1/2 inch McElroy; Thence North 00 Degrees 45 Minutes 07 Seconds East a distance of 160.00 feet to the Point of Beginning of the herein described tract; Thence from said Point of Beginning, North 88 Degrees 40 Minutes 01 Second West a distance of 120.05 feet to a Point; Thence North 00 Degrees 51 Minutes 01 Seconds East a distance of 513.80 feet to a Point; Thence South 88 Degrees 41 Minutes 53 Seconds East a distance of 393.93 feet to a 1/2 rebar; Thence South 00 Degrees 42 Minutes 58 Seconds West a

distance of 295.03 To A 1/2 rebar; Thence North 86 Degrees 46 Minutes 18 Seconds West a distance of 4.83 feet to a 1/2 MSG; Thence South 00 Degrees 46 Minutes 55 Seconds West a distance of 179.01 feet to a 1/2 McElroy; Thence North 88 Degrees 42 Minutes 02 Seconds West a distance of 254.20 feet to a point; Thence South 00 Degrees 42 Minutes 24 Seconds West a distance of 40.00 feet to a point; Thence North 88 Degrees 38 Minutes 44 Seconds West a distance of 15.86 feet back to the Point of Beginning, and containing 4.40 acres, more or less.

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

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

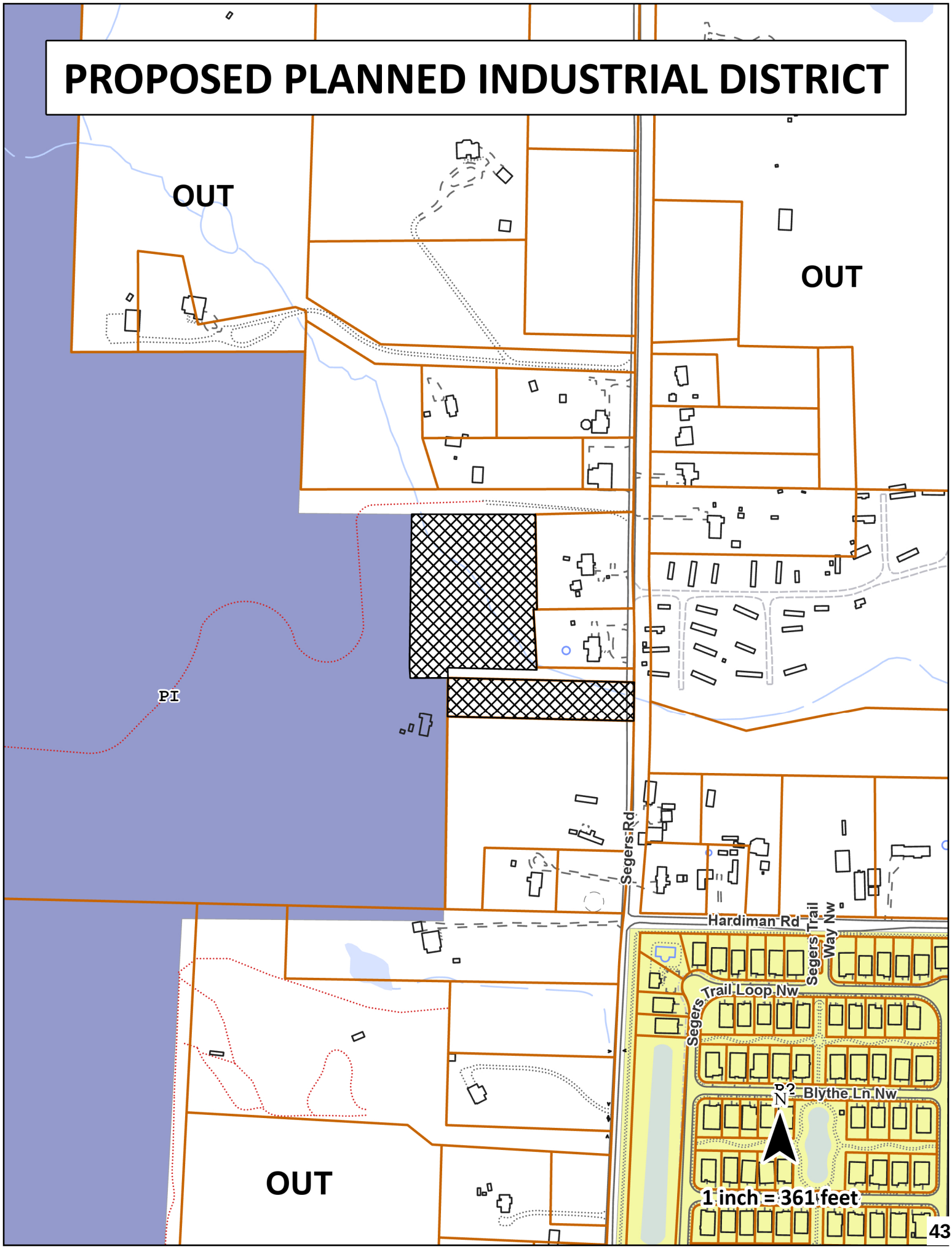
ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

PROPOSED PLANNED INDUSTRIAL DISTRICT



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-844

Department: Planning

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

Public hearing on the zoning of 572.48 acres of land lying on the north of Bob Wade Ln. and east and west of Mt. Lebanon Rd. to Residence 2, Residence 2-B and Highway Business C-4 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 28, 2025, Regular Council Meeting)

Ordinance No. 25-656

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

If yes, please list preferred date(s) of publication: Ordinance October 1st

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 1009 Bob Wade Ln NW, Toney, AL 35773
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6022

Department: Planning

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

Public hearing on the zoning of 572.48 acres of land lying on the north of Bob Wade Ln. and east and west of Mt. Lebanon Rd. to Residence 2, Residence 2-B and Highway Business C-4 Districts; and the consideration of an Ordinance pertaining to the same. (Set on August 28, 2025, Regular Council Meeting)

Ordinance No. 25-656

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

If yes, please list preferred date(s) of publication: Ordinance October 1st

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 1009 Bob Wade Ln NW, Toney, AL 35773
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-

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

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

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

> All that part of Section 26 and 27, Township 2 South, Range 1 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 26; thence from the Point of Commencement, North 89 Degrees 03 Minutes 55 Seconds West a distance of 1352.62 feet to a point; thence North 00 Degrees 00 Minutes 42 Seconds West a distance of 751.98 feet to a point; thence North 00 Degrees 01 Minute 15 Seconds East a distance of 1983.86 to the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 32 Minutes 06 Seconds West a distance of 505.60 feet to a point; thence South 80 Degrees 42 Minutes 34 Seconds West a distance of 2085.21 feet to a point; thence South 59 Degrees 17 Minutes 25 Seconds West a distance of 1741.84 feet to a point; thence North 00 Degrees 48 Minutes 06 Seconds East a distance of 1231.89 feet to a point; thence South 90 Degrees 00 Minutes 00 Seconds West a distance of 2683.43 feet to a point; thence North 00 Degrees 13 Minutes 46 Seconds West a distance of 1311.78 feet to a point; thence North 90 Degrees 00 Minutes 00 Seconds East a distance of 2707.03 feet to a point; thence North 00 Degrees 48 Minutes 06 Seconds East a distance of 1323.45 feet to a point; thence South 89 Degrees 33 Minutes 26 Seconds East a distance of 1344.61 feet to a point; thence South 00 Degrees 56 Minutes 58 Seconds West a distance of 244.00 feet to a point; thence South 89 Degrees 33 Minutes 26 Seconds East a distance of 129.00 feet to a point; thence North 33 Degrees 13 Minutes 02 Seconds East a distance of 93.00 feet to a point; thence North 10 Degrees 12 Minutes 12 Seconds East a distance of 83.00 feet to a point; thence North 00 Degrees 56 Minutes 58 Seconds East a distance of 84.00 feet to a point; thence South 89 Degrees 33 Minutes 26 Seconds East a distance of 2507.07 feet to a point; thence South 00 Degrees 48 Minutes 43 Seconds West a distance of 2596.77 feet back to the Point of Beginning and containing 358.35 acres, more or less.

2. That the following area, land lying on the north of Bob Wade Ln and east and west of Mt. Lebanon Rd, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2-B District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 26, Township 2 South, Range 1 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 26; thence from the Point of Commencement, North 89 Degrees 03 Minutes 55 Seconds West a distance of 1352.62 feet to a point; thence North 00 Degrees 00 Minutes 42 Seconds West a distance of 751.98 feet to the Point of Beginning; thence from the Point of Beginning, South 89 Degrees 58 Minutes 55 Seconds West a distance of 4070.59 feet to a point; thence North 00 Degrees 48 Minutes 06 Seconds East a distance of 746.10 feet to a point; thence North 59 Degrees 17 Minutes 25 Seconds East a distance of 1741.84 feet to a point; thence North 80 Degrees 42 Minutes 34 Seconds East a distance of 2085.21 feet to a point; thence North 88 Degrees 32 Minutes 06 Seconds East a distance of 505.60 feet to a point; thence South 00 Degrees 01 Minute 15 Seconds West a distance of 1983.86 feet back to the Point of Beginning and containing 149.12 acres, more or less.

3. That the following area, land lying on the north of Bob Wade Ln and east and west of Mt. Lebanon Rd, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as 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 Section 26, Township 2 South, Range 1 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 26; thence from the Point of Commencement, North 89 Degrees 03 Minutes 55 Seconds West a distance of 1352.62 feet to the Point of Beginning; thence from the Point of Beginning, North 89 Degrees 27 Minutes 54 Seconds West a distance of 2408.19 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 439.46 feet to a point; thence North 88 Degrees 59 Minutes 24 Seconds West a distance of 343.00 feet to a point; thence South 00 Degrees 54 Minutes 11 Seconds West a distance of 442.30 feet to a point; thence North 89 Degrees 27 Minutes 54 Seconds West a distance of 1322.77 feet to a point; thence North 00 Degrees 48 Minutes 06 Seconds East a distance of 712.67 feet to a point; thence North 89 Degrees 58 Minutes 55 Seconds East a distance of 4070.59 feet to a point; thence South 00 Degrees 00 Minutes 42 Seconds East a distance of 751.98 back to the Point of Beginning and containing 65.01 acres, more or less.

4. 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.

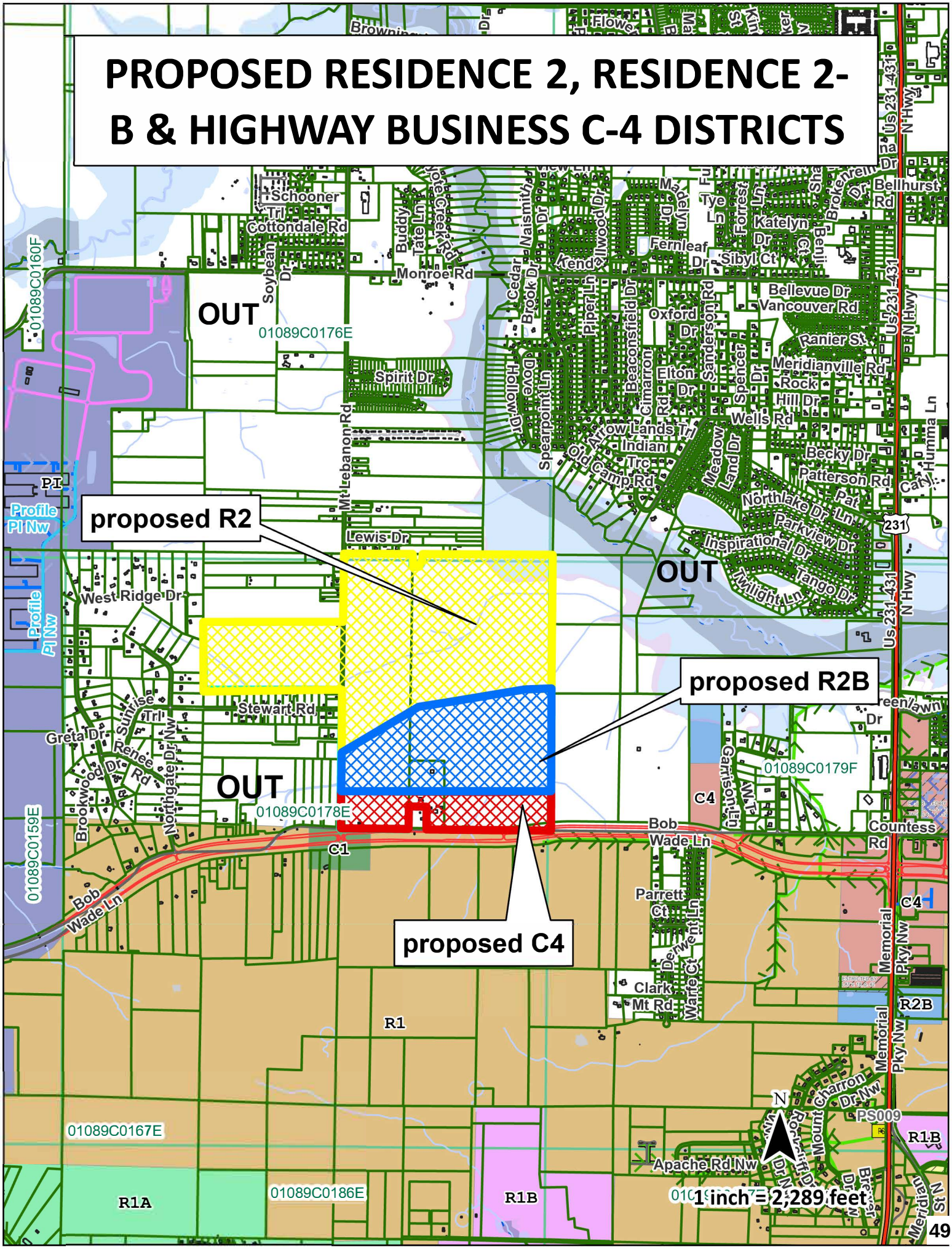
5. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2, RESIDENCE 2-B & HIGHWAY BUSINESS C-4 DISTRICTS
proposed R2
proposed R2B
proposed C4
OUT
OUT
OUT
01089C0176E
01089C0178E
01089C0179F
01089C0160F
01089C0159E
01089C0167E
01089C0186E
R1
R1A
R1B
R2B
C1
C4
PS009
1 inch = 2,289 feet
Schooner Trl
Cottondale Rd
Soybean Dr
Monroe Rd
Spirit Dr
Mt Lebanon Rd
Lewis Dr
West Ridge Dr
Stewart Rd
Sunrise Trl
Greta Dr
Renee Rd
Brookwood Dr
Northgate Dr Nw
Bob Wade Ln
Oxford Dr
Bellevue Dr
Vancouver Rd
Ranier St
Meridianville Rd
Rock Hill Dr
Wells Rd
Becky Dr
Patterson Rd
Northlake Dr
Parkview Dr
Inspirational Dr
Tango Dr
Twilight Ln
Us 231-431 N Hwy
Countess Rd
Parrett Ct
Clark Mt Rd
Memorial Pky Nw
Apache Rd Nw
Mount Charron Dr Nw
Profile Pl Nw
Pl

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-845

Department: Planning

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

Public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025 Regular Council Meeting)

Ordinance No. 25-610

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: McCutcheon Loop Road and Vaughn Road, Lacey's Springs, AL 35754
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6021

Department: Planning

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

Public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the consideration of an Ordinance pertaining to the same. (Set on August 14, 2025 Regular Council Meeting)

Ordinance No. 25-610

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

If yes, please list preferred date(s) of publication: Ordinance October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: McCutcheon Loop Road and Vaughn Road, Lacey's Springs, AL 35754
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments: Recommended by Planning Commission

ORDINANCE NO. 25-

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

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

1. That the following area, land lying on the south of River Loop Road, and east and west of Vaughn Road, which area is a newly annexed area of the City of Huntsville, Morgan and Marshall Counties, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

A tract of land located in the South Half of Section 05 and the North Half of Section 08, both of which lie in Township 06 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, in both Morgan and Marshall Counties. Said tract is further described as commencing at a point located at the Southwest Corner of said Section 05; thence from the Point of Commencement, North 78 Degrees 00 Minutes 30 Seconds East 1004.82 feet to the Point of Beginning; Thence from the Point of Beginning, North 10 Degrees 01 Minutes 54 Seconds East 779.84 feet to a point at the beginning of a curve to the Left; Thence along said curve to the left and having a radius of 1536.66 feet, a chord bearing and distance of North 15 Degrees 59 Minutes 53 Seconds West, 343.35 feet to a point; thence North 23 Degrees 08 Minutes 27 Seconds West 162.56 feet to a point; thence North 77 Degrees 31 Minutes 35 Seconds East 1148.24 feet to a point; thence South 08 Degrees 21 Minutes 44 Seconds East 296.62 feet to a point; thence South 08 Degrees 19 Minutes 26 Seconds East 44.82 feet to a point; thence South 14 Degrees 15 Minutes 37 Seconds East 366.54 feet to a point; thence South 02 Degrees 27 Minutes 47 Seconds East 279.60 feet to a point; thence South 09 Degrees 46 Minutes 06 Seconds East 774.81 feet to a point; thence South 23 Degrees 24 Minutes 59 Seconds East 808.82 feet to a point; thence South 79 Degrees 01 Minutes 18 Seconds West 735.94 feet to a point; thence South 42 Degrees 36 Minutes 03 Seconds West 82.77 feet to a point; thence North 08 Degrees 56 Minutes 14 Seconds East 34.30 feet to a point; thence North 32 Degrees 17 Minutes 41 Seconds West 65.33 feet to a point; thence North 36 Degrees 04 Minutes 03 Seconds West 39.96 feet to a point; thence North 40 Degrees 10 Minutes 56 Seconds West 38.37 feet to a point; thence North 40 Degrees 15 Minutes 54 Seconds West 23.01 feet to a point; thence North 37 Degrees 30 Minutes 08 Seconds West 20.01 feet to a point; thence North 35 Degrees 15 Minutes 12 Seconds West 15.01 feet to a point; thence North 32 Degrees 21 Minutes 43 Seconds West 30.01 feet to a point; thence North 29 Degrees 40 Minutes 44 Seconds West 17.13 feet to a point; thence North 31 Degrees 32 Minutes 30 Seconds West 15.00 feet to a point; thence North 35 Degrees 26

Minutes 54 Seconds West 27.34 feet to a point; thence North 40 Degrees 29 Minutes 41 Seconds West 27.34 feet to a point; thence North 45 Degrees 17 Minutes 35 Seconds West 24.89 feet to a point; thence North 48 Degrees 03 Minutes 05 Seconds West 38.61 feet to a point; thence North 49 Degrees 39 Minutes 46 Seconds West 35.79 feet to a point; thence North 51 Degrees 31 Minutes 07 Seconds West 49.92 feet to a point; thence North 53 Degrees 52 Minutes 39 Seconds West 62.51 feet to a point; thence North 53 Degrees 47 Minutes 19 Seconds West 19.50 feet to a point; thence North 52 Degrees 31 Minutes 47 Seconds West 25.35 feet to a point; thence North 51 Degrees 22 Minutes 49 Seconds West 15.60 feet to a point; thence North 50 Degrees 26 Minutes 24 Seconds West 17.87 feet to a point; thence North 59 Degrees 59 Minutes 13 Seconds West 168.92 feet to a point; thence North 74 Degrees 44 Minutes 21 Seconds West 48.78 feet to a point; thence North 50 Degrees 52 Minutes 15 Seconds West 243.53 feet to a point; thence North 24 Degrees 18 Minutes 16 Seconds West 118.10 feet to a point; thence North 14 Degrees 18 Minutes 13 Seconds West 361.42 feet back to the Point of Beginning and containing 65.61 acres, more or less.

2. That the following area, land lying on the south of River Loop Road, and east and west of Vaughn Road, which area is a newly annexed area of the City of Huntsville, Morgan and Marshall Counties, 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 Industrial Park District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

The Land referred to herein below situated in the Counties of Morgan and Marshall, State of Alabama, and is described as follows:

TRACT 1:

All that part of Sections 16, 17 and 20, Township 06 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Marshall County, Alabama being more particularly described as beginning at the Northeast Corner of said Section 17; thence from the Point of Beginning, South 25 Degrees 55 Minutes 09 Seconds East a distance of 1483.59 feet to a point; thence South 25 Degrees 51 Minutes 06 Seconds East a distance of 1486.98 feet to a point; thence South 00 Degrees 40 Minutes 24 Seconds West a distance of 1316.67 feet to a point; thence North 88 Degrees 37 Minutes 01 Seconds West a distance of 1340.40 feet to a point; thence South 00 Degrees 50 Minutes 55 Seconds West a distance of 1319.06 feet to a point; thence South 01 Degrees 41 Minutes 43 Seconds West a distance of 1337.70 Feet to a point; thence North 87 Degrees 30 Minutes 48 Seconds West a distance of 2651.30 feet to a point; thence North 00 Degrees 12 Minutes 56 Seconds East a distance of 1370.57 Feet to a point; thence North 86 Degrees 12 Minutes 06 Seconds West a distance of 1283.87 feet to a point; thence North 86 Degrees 09 Minutes 58 Seconds West a distance of 549.82 Feet to a point; thence North 08 Degrees 01 Minutes 58 Seconds East a distance of 174.77 feet to a point; thence

North 08 Degrees 42 Minutes 07 Seconds East a distance of 2536.36 feet to a point; thence South 87 Degrees 30 Minutes 20 Seconds East a distance of 1591.26 feet to a point; thence North 0 Degrees 40 Minutes 18 Seconds East a distance of 1315.91 feet to a point; thence South 84 Degrees 38 Minutes 00 Seconds East a distance of 1285.43 feet to a point; thence North 00 Degrees 47 Minutes 31 Seconds East a distance of 1319.32 feet to a point; thence South 84 Degrees 37 Minutes 35 Seconds East a distance of 1285.29 feet back to the Point of Beginning and containing 548.91 acres, more or less.

TRACT 2:

All that part of Sections 08 and 17, Township 06 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Marshall County and Morgan County, Alabama being more particularly described as beginning the Northeast Corner of Said Section 17; thence North 84 Degrees 37 Minutes 35 Seconds West a distance of 1285.29 feet to a point; thence South 00 Degrees 47 Minutes 31 Seconds West a distance of 1319.32 feet to a point; thence North 84 Degrees 38 Minutes 00 Seconds West a distance of 1285.43 feet to a point; thence South 00 Degrees 40 Minutes 18 Seconds West a distance of 1315.91 feet to a point; thence North 87 Degrees 30 Minutes 20 Seconds West a distance of 1591.26 feet to a point; thence South 08 Degrees 42 Minutes 07 Seconds West a distance of 2536.36 feet to a point; thence North 88 Degrees 33 Minutes 38 Seconds West a distance of 778.15 feet to a point; thence North 01 Degree 44 Minutes 25 Seconds East a distance of 2635.72 feet to a point; thence North 01 Degree 58 Minutes 06 Seconds East a distance of 2614.26 feet to a point; thence South 88 Degrees 30 Minutes 21 Seconds East a distance of 1319.14 feet to a point; thence South 01 Degree 35 Minutes 29 Seconds West a distance of 702.60 feet to a point; thence South 08 Degrees 39 Minutes 03 Seconds West a distance of 658.08 feet to a point; thence South 84 Degrees 51 Minutes 25 Seconds East a distance of 81.03 feet to a point; thence South 84 Degrees 51 Minutes 25 Seconds East a distance of 1321.40 feet to a point; thence North 00 Degrees 47 Minutes 56 Seconds East a distance of 1319.46 feet to a point; thence North 02 Degrees 05 Minutes 25 Seconds East a distance of 2775.50 feet to a point; thence North 88 Degrees 17 Minutes 35 Seconds West a distance of 909.11 feet to a point; thence North 08 Degrees 00 Minutes 22 Seconds East a distance of 1257.17 feet to a point; thence North 08 Degrees 55 Minutes 17 Seconds East a distance of 420.09 feet to a point; thence North 42 Degrees 36 Minutes 03 Seconds East a distance of 82.77 feet to a point; thence North 79 Degrees 01 Minute 18 Seconds East a distance of 717.74 feet to a point; thence South 23 Degrees 47 Minutes 58 Seconds East a distance of 754.63 feet to a point; thence South 33 Degrees 49 Minutes 57 Seconds East a distance of 1704.18 feet to a point; thence South 21 Degrees 45 Minutes 22 Seconds East a distance of 1503.40 feet to a point; thence South 21 Degrees 40 Minutes 56 Seconds East a distance of 1502.96 feet back to the Point of Beginning and containing 399.44 acres, more or less.

3. 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.

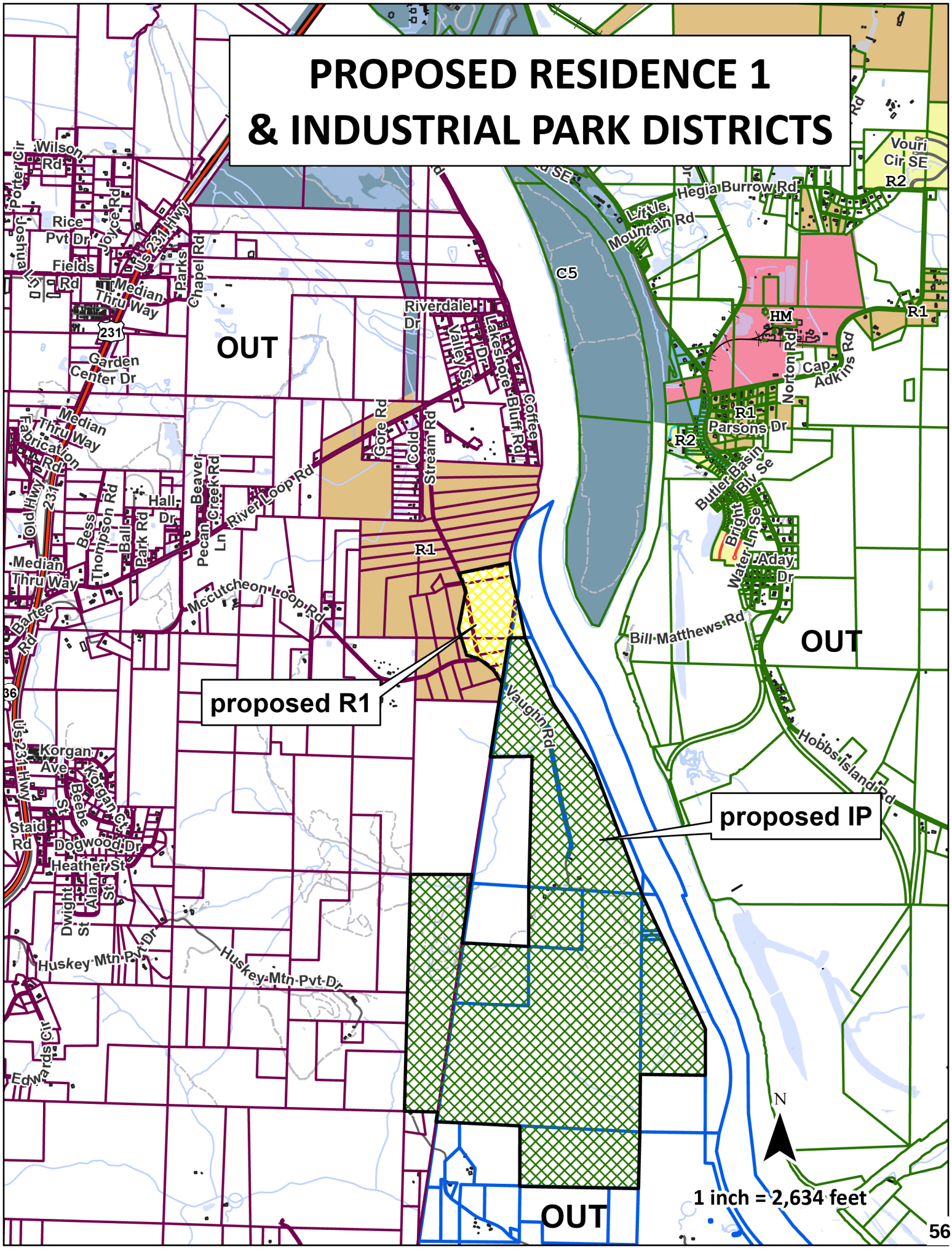
4. This ordinance shall take effect from and after the date of publication.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1
& INDUSTRIAL PARK DISTRICTS
OUT
R1
proposed R1
proposed IP
OUT
OUT
C5
R2
R1
HM
R1
R2
Wilson Rd
Porter Cir
Rice Pvt Dr
Joyce Rd
Johnson Ln
Fields Rd
US 231 Hwy
Parks Chapel Rd
Median Thru Way
231
Garden Center Dr
Median Thru Way
Fabrication Rd
Old Hwy 231
Bess Thompson Rd
Ball Park Rd
Hall Dr
Beaver Creek Rd
Pecan Creek Ln
River Loop Rd
Median Thru Way
Bartee Rd
Mccutcheon Loop Rd
36
Us 231 Hwy
Korgan Ave
Korgan Ct
Beebe St
Staid Rd
Dogwood Dr
Heather St
Alan St
Dwight St
Huskey Mtn Pvt Dr
Huskey Mtn Pvt Dr
Edwards Cir
Riverdale Dr
Valley St
Lakeshore Dr
Coffee Bluff Rd
Gore Rd
Cold Stream Rd
Hegia Burrow Rd
Little Mountain Rd
Vouri Cir SE
Norton Rd
Cap Adkins Rd
Parsons Dr
Butler Basin Blv Se
Bright Water Ln Se
Aday Dr
Bill Matthews Rd
Vaughn Rd
Hobbs Island Rd
N
1 inch = 2,634 feet

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-846

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $24,792,396.45

Total Cost: $24,792,396.45

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: $24,792,396.45

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5996

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $24,792,396.45

Total Cost: $24,792,396.45

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: $24,792,396.45

RESOLUTION NO. 25 - _____

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

$24,792,396.45

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 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 9/03/25 through 9/16/25 **CITY COUNCIL MEETING 09/25/25**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	12,281,945.44
1005	HEALTH & LIFE BENEFITS	$	(285,091.11)
1010	GENERAL RESTRICTED DONATIONS	$	130.00
2000	PUBLIC TRANSIT	$	312,236.64
2001	PUBLIC TRANSIT STATION GRANT	$	3,166.26
2100	COMMUNITY DEV BLOCK GRANT	$	91,453.12
2101	COMMUNITY DEV COVID	$	48,918.46
2200	COMMUNITY DEV HOUSING	$	-
2201	COMMUNITY DEV ARP	$	-
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	5,443.22
2501	HUD CNI GRANT	$	103,491.46
2600	OPOID SETTLEMENT	$	-
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	2,225,217.55
3030	1990 SCHOOL SUPPORT	$	-
3040	LODGING & LIQUOR TAXES	$	625,453.46
3050	1% LODGING TAX 2003	$	400.00
3060	1% LODGING TAX 2013	$	290,500.00
3080	2014 CAPITAL IMPROVEMENTS	$	3,040,636.04
3202	TIF 2	$	9,750.00
3203	TIF 3A	$	-
3204	TIF 4	$	9,750.00
3205	TIF 5	$	-
3206	TIF 6	$	9,750.00
3207	TIF 7	$	93,971.62
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	905.68
3430	STAC SEIZURE-CIR COURT	$	22,919.09
3435	STAC SEIZURE-FED COURT	$	-

FUND ACCOUNT	FUND NAME		AMOUNT
3560	CEMETERY PERPETUAL CARE	$	-
3700	CUMMINGS RESEARCH PARK	$	462.00
3900	EMERGENCY MANAGEMENT AGENCY	$	35,976.22
3910	ALABAMA CONSTITUTION VILLAGE	$	70,481.19
3930	BURRITT MEMORIAL COMMITTEE	$	55,727.27
3950	PBA - DEBT SERVICE	$	-
4009	2020 REFUND WARRANTS	$	-
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	-
4012	JHP DRAINAGE PROJECT BORROW	$	-
4013	2023A PARKS & REC BORROW	$	-
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	22,153.20
4016	2022 VBC DEBT BORROW	$	-
4017	2023 FUTURE PROJECT BORROW	$	499,761.33
4018	2023B APOLLO BORROW	$	15,462.00
4019	2023D SCHOOL BORROW	$	-
4020	VBC BORROW	$	106,091.73
4021	2025 FUTURE PROJECTS BORROW	$	568,914.30
6000	WATER POLLUTION CONTROL	$	2,889,902.58
6010	WPC CMOM RESERVE	$	335,006.10
6020	WPC R&R RESERVE	$	72,491.20
6030	WPC ECONOMIC DEVELOPMENT	$	68,807.21
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	134,618.38
6050	2023C WPC SEWER BORROW	$	6,243.61
6200	SANITATION	$	902,550.23
6500	PBA - AMPHITHEATER	$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	116,800.97
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	-
	TOTAL	**$**	**24,792,396.45**

Vendor Expense Report

09/03/2025 through 09/16/2025

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	A HARBIN INC.	1000-52-52600-515340-00000000-	174405	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90008266	9/9/2025	203.96
		1000-52-52700-515340-00000000-	174309	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90008266	9/9/2025	207.45
		1000-55-55300-515340-00000000-	174298	BLOWERS FOR CONSTRUCTION	90008266	9/9/2025	526.97
		1000-15-15100-513030-00000000-	174384	COM TX 091225/174384	90008356	9/16/2025	529.99
		1000-15-15100-513030-00000000-	174384	COM TX 091225/174384	90008356	9/16/2025	95.00
		1000-15-15100-513030-00000000-	174384	COM TX 091225/174384	90008356	9/16/2025	8.95
		1000-15-15100-513030-00000000-	174384	COM TX 091225/174384	90008356	9/16/2025	6.99
		1000-55-55100-515600-00000000-	174172	CHAINSAW FOR MAINT	90008356	9/16/2025	111.48
		Total Paid by Vendor					**1,690.79**
	ADMINISTRATIVE OFFICE OF COURTS	1000-00-00000-231402-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107330	9/9/2025	13,341.60
		Total Paid by Vendor					**13,341.60**
	AFLAC	1000-00-00000-210290-00000000-	U1199/278469	AUGUST 2025 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90008254	9/9/2025	1,935.12
		1000-00-00000-210300-00000000-	U1199/278469	AUGUST 2025 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90008254	9/9/2025	1,528.66
		Total Paid by Vendor					**3,463.78**
	AHEAD, INC	1000-00-00000-140200-00000000-	BD0129154	POP: 09/01/25-09/30/26-IMPRIVATA ENTERPRISE SUPPOR	107203	9/9/2025	109,211.14
		1000-00-00000-140200-00000000-	INV000021005	pop: 09/05/25-09/05/28-SUPERNA SUP FOR ITS NETWORK	107203	9/9/2025	39,291.41
		1000-17-17300-520200-00000000-	INV000020476	FORTIADC HARDWARE AND FORTICARE PREMIUM FOR IT	107363	9/16/2025	64,259.01
		Total Paid by Vendor					**212,761.56**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	417641	Payroll Run 1 - Warrant 250831	107183	9/4/2025	23,249.20
		Total Paid by Vendor					**23,249.20**
	ALABAMA CRIME VICTIMS COMPENSATION COMMISSION	1000-00-00000-231405-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107204	9/9/2025	2,478.00
		1000-00-00000-231404-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107204	9/9/2025	920.00
		Total Paid by Vendor					**3,398.00**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	417643	Payroll Run 1 - Warrant 250831	107185	9/4/2025	1,341.71
		1000-00-00000-210130-00000000-	AUG 2025 STATE TAX	AUG 2025 STATE WITHHOLDING TAX	107201	9/5/2025	540,636.06
		Total Paid by Vendor					**541,977.77**
	ALABAMA INSTITUTE OF DEAF AND BLIND	1000-55-55300-515340-00000000-	IVC-325724	T-SHIRT RAGS FOR STOCK	107206	9/9/2025	494.52
		Total Paid by Vendor					**494.52**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-231601-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107209	9/9/2025	1,725.00
		1000-00-00000-231501-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107210	9/9/2025	170.00
		1000-00-00000-231600-00000000-	AUGUST 2025B	AUGUST 2025 MONTHLY REPORT	107208	9/9/2025	180.00
		Total Paid by Vendor					**2,075.00**
	ALABAMA PEACE OFFICERS	1000-00-00000-231300-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107205	9/9/2025	6,210.00
		1000-00-00000-231301-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107205	9/9/2025	637.00
		Total Paid by Vendor					**6,847.00**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	417638	Payroll Run 1 - Warrant 250831	107184	9/4/2025	1,140.00
		Total Paid by Vendor					**1,140.00**
	ALABAMA STATE BAR	1000-18-00000-515340-00000000-	CASH-18242-2026	BLANKET -ANNUAL DUES FOR ATTYS	107365	9/16/2025	300.00
		1000-18-00000-515340-00000000-	CASH-39434-2025	BLANKET -ANNUAL DUES FOR ATTYS	107365	9/16/2025	3,900.00
		Total Paid by Vendor					**4,200.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	51411	COM TX 090225/51411	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51412	COM TX 090225/51412	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51413	COM TX 090225/51413	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51414	COM TX 090225/51414	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51415	COM TX 090225/51415	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51416	COM TX 090225/51416	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51417	COM TX 090225/51417	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51418	COM TX 090225/51418	107211	9/9/2025	120.00
		1000-15-15100-513030-00000000-	51419	COM TX 090225/51419	107211	9/9/2025	120.00
		1000-15-15100-513030-00000000-	51420	COM TX 090225/51420	107211	9/9/2025	40.00
		1000-15-15100-513030-00000000-	51421	COM TX 090225/51421	107211	9/9/2025	300.00
		1000-15-15100-513030-00000000-	51423	COM TX 090225/51423	107211	9/9/2025	80.00
		1000-15-15100-513030-00000000-	51424	COM TX 090225/51424	107211	9/9/2025	40.00
		1000-15-15100-513030-00000000-	51425	COM TX 090225/51425	107211	9/9/2025	40.00
		1000-15-15100-513030-00000000-	51426	COM TX 090225/51426	107211	9/9/2025	120.00
		1000-15-15100-513030-00000000-	51427	COM TX 090225/51427	107211	9/9/2025	120.00

	1000-15-15100-513030-00000000-	51428	COM TX 090225/51428	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51429	COM TX 090225/51429	107211	9/9/2025	80.00
	1000-15-15100-513030-00000000-	51430	COM TX 090225/51430	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51431	COM TX 090225/51431	107211	9/9/2025	300.00
	1000-15-15100-513030-00000000-	51432	COM TX 090225/51432	107211	9/9/2025	300.00
	1000-15-15100-513030-00000000-	51433	COM TX 090225/51433	107211	9/9/2025	300.00
	1000-15-15100-513030-00000000-	51434	COM TX 090225/51434	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51439	COM TX 090225/51439	107211	9/9/2025	160.00
	1000-15-15100-513030-00000000-	51440	COM TX 090225/51440	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51441	COM TX 090225/51441	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51444	COM TX 090225/51444	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51445	COM TX 090225/51445	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51446	COM TX 090225/51446	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51447	COM TX 090225/51447	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51448	COM TX 090225/51448	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51449	COM TX 090225/51449	107211	9/9/2025	40.00
	1000-15-15100-513030-00000000-	51450	COM TX 090225/51450	107211	9/9/2025	300.00
	1000-15-15100-513030-00000000-	51451	COM TX 090225/51451	107211	9/9/2025	300.00
	1000-15-15100-513030-00000000-	51452	COM TX 090225/51452	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51453	COM TX 090225/51453	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51454	COM TX 090225/51454	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51455	COM TX 090225/51455	107211	9/9/2025	120.00
	1000-15-15100-513030-00000000-	51456	COM TX 090225/51456	107211	9/9/2025	80.00
	1000-15-15100-513030-00000000-	51457	COM TX 090225/51457	107211	9/9/2025	80.00
	Total Paid by Vendor					**6,300.00**
ALLGAS INC	1000-55-55400-514010-00000000-	4630840	POP: 08/14/25 - FY25-Q4-MAINT BLANKET PROPANE	107212	9/9/2025	22.40
	1000-55-55400-514010-00000000-	4641791	POP: 08/26/25 - FY25-Q4-MAINT BLANKET PROPANE	107212	9/9/2025	32.66
	1000-55-55400-514010-00000000-	4643272	POP: 08/27/25 - FY25-Q4-MAINT BLANKET PROPANE	107212	9/9/2025	82.59
	1000-55-55400-514010-00000000-	4649315	POP: 09/03/25-Q4-MAINT BLANKET PROPANE	107212	9/9/2025	60.19
	1000-55-55400-514010-00000000-	4654274	POP: 09/09/25-FY25-Q4-MAINT BLANKET PROPANE	107367	9/16/2025	55.33
	Total Paid by Vendor					**253.17**
ALLISON JOHNSON	1000-74-74400-515370-00000000-	1096	POP: 09/08/25- PROF SVCS. WEBSITE DESIGN WIMW 2025	107369	9/16/2025	215.90
	Total Paid by Vendor					**215.90**
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446232 8/31/25	PPE 8/31/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	107214	9/9/2025	11,746.60
	1000-00-00000-210300-00000000-	M0116446232 8/31/25	PPE 8/31/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	107214	9/9/2025	8,988.51
	Total Paid by Vendor					**20,735.11**
AMAZON CAPITAL SERVICES INC	1000-14-14100-515340-00000000-	1QY6-V9XF-WGJ1	305 FOUNTAIN CIR SW 35801 256-427-5663 JMCCANN	90008257	9/9/2025	177.73
	1000-30-30200-515340-00000000-	1TY1-XP6V-P4MY	2411 9TH AVE. SW. NIGELAS W. 256-564-8026	90008257	9/9/2025	589.44
	1000-30-30200-515340-00000000-	1QHY-JPCL-X7XY	2411 9TH AVE SW, ANDREA M. 256-564-8026	90008257	9/9/2025	8.99
	1000-30-30200-515340-00000000-	1TYW-DPKX-QDHM	CREDIT MEMO FOR INVOICE 1QHY-JPCL-X7XY	90008257	9/9/2025	-8.99
	1000-30-30100-515340-00000000-	11TC-QY1G-9X11	RIBBON FOR RIBBON CUTTING AT STONER FIELD 9-5-25	90008257	9/9/2025	16.99
	1000-75-75300-515340-00000000-	1PCD-HGVV-4QJ1	M.MILLS.,2100 CLINTON AVE W.,256-427-5562	90008257	9/9/2025	11.64
	1000-30-30200-515340-00000000-	1CM9-411L-1WHX	2411 9TH AVE SW, ANDREA M. 256-564-8026	90008257	9/9/2025	830.04
	1000-30-30200-515340-00000000-	1JCC-FGKN-QFL7	CREDIT MEMO FOR INVOICE 1CM9-411L-1WHX	90008257	9/9/2025	-8.90
	1000-42-42100-515340-00000000-	1LW4-F4G6-CFJ9	SUPPLIES FOR FIRE STATION #1	90008257	9/9/2025	119.97
	1000-42-42200-515130-00000000-	1LW4-F4G6-CFJ9	SUPPLIES FOR FIRE STATION #1	90008257	9/9/2025	38.95
	1000-74-74200-515340-00000000-	1MF7-PD43-3C49	PAPER FOR PROJECTS	90008257	9/9/2025	74.00
	1000-53-53200-515340-00000000-	1JHR-1NWC-4VCT	SUPPLIES FOR MAINTENANCE	90008257	9/9/2025	281.62
	1000-52-52100-515340-00000000-	1QFX-94XL-FQFR	EYE CHART FOR LICENSE EXAMS - ADMIN	90008257	9/9/2025	7.59
	1000-17-17100-515340-00000000-	11VV-4FWW-34DL	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90008257	9/9/2025	159.98
	1000-41-41100-515020-00000000-	16HP-13J1-MJPG	R. KILLINGSWORTH/704 FIBER ST/256-427-7174	90008257	9/9/2025	249.49
	1000-50-00000-515340-00000000-	143H-JQXX-74XQ	POWER INVERTERS FOR OFFICER VEHICLES	90008257	9/9/2025	215.25
	1000-55-55400-515340-00000000-	1W9D-YPXQ-DDGM	OFFICE SUPPLIES FOR MAINT	90008257	9/9/2025	353.64
	1000-10-00000-515340-00000000-	1VHP-H4Q7-4LP3	LEANN BUSH COVINGTON MONITOR SCREEN COVER	90008350	9/16/2025	4.99
	1000-16-16100-515340-00000000-	1CND-TWD1-6JXK	HR OFFICE SUPPLIES/POPCORN SUPPLIES	90008350	9/16/2025	29.64
	1000-16-16100-515520-00000000-	1CND-TWD1-6JXK	HR OFFICE SUPPLIES/POPCORN SUPPLIES	90008350	9/16/2025	109.37
	1000-50-00000-515010-00000000-	199M-XDPV-GNX7	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90008350	9/16/2025	98.94
	1000-52-52400-515340-00000000-	11MP-N7LK-4Q6X	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90008350	9/16/2025	122.47
	1000-52-52400-515340-00000000-	1166-C3KK-7DV9	CREDIT MEMO FOR INVOICE 11MP-N7LK-4Q6X	90008350	9/16/2025	-102.48
	1000-10-10300-515340-00000000-	1FQ9-W3DD-YMPG	U'MEEKA SMITH BOOK ORDER	90008350	9/16/2025	10.60
	1000-16-16100-515340-00000000-	131M-RDWT-WLMH	POPCORN SUPPLIES	90008350	9/16/2025	12.84

	1000-17-17100-515340-00000000-	1GVW-3RWX-1JDJ	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90008350	9/16/2025	79.99
	1000-14-14300-515340-00000000-	1PWR-RLPL-3XV4	KEYBOARD AND MOUSE FOR DAVID FULLER	90008350	9/16/2025	52.89
	1000-12-12100-515310-00000000-	16JP-LPYV-YMCP	BREAKROOM SUPPLIES FOR CITY HALL	90008350	9/16/2025	291.20
	1000-30-30200-515340-00000000-	1XD6-RVDK-GYHG	STORAGE NEEDED FOR FACILITY ORGANIZATION	90008350	9/16/2025	719.67
	1000-11-00000-515340-00000000-	1VM3-PRKT-FWHM	OPERATIONAL SUPPLIES FOR COUNCIL OFFICE	90008350	9/16/2025	56.77
	1000-18-00000-515340-00000000-	1HRK-LYXX-KLHC	OFFICE SUPPLIES	90008350	9/16/2025	113.19
	1000-30-30400-515340-00000000-	1K3M-V7YM-CQDN	FALL FOR ALL GIVEAWAYS	90008350	9/16/2025	561.62
	1000-42-42100-515340-00000000-	1W1J-QJT9-61R6	SUPPLIES FOR TRAINING	90008350	9/16/2025	118.29
	1000-42-42100-515340-00000000-	1WNY-R9WX-71X9	FIRE QUARTER SUPPLIES	90008350	9/16/2025	962.45
	1000-75-75100-515340-00000000-	13NT-VDYL-LPP9	VARIOUS ITEMS FOR OFFICE STAFF	90008350	9/16/2025	44.48
	1000-41-41250-515340-00000000-	16N4-XWCT-66NT	BOMB SUPPLIES	90008350	9/16/2025	774.56
	Total Paid by Vendor					**7,178.91**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22978058	POP: 08/12/25-08/28/25- TRAINING FOR DEPT	107293	9/9/2025	520.00
	Total Paid by Vendor					**520.00**
AMERICAN VILLAGE CITIZENSHIP TRUST FUND	1000-00-00000-250103-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107215	9/9/2025	1,339.00
	Total Paid by Vendor					**1,339.00**
AMERICAN WELDING & GAS INC	1000-14-14300-513010-00000000-	0011089921	POP: 08/01/25-08/31/25-CYLINDER GASES TANK RENTAL	107216	9/9/2025	50.00
	Total Paid by Vendor					**50.00**
AMERICANA MUSIC ASSOCIATION	1000-74-74400-515520-00000000-	3759	POP: 09/11/25-MUSIC ECOSYSTEM AMERICANAFEST	107372	9/16/2025	1,400.00
	Total Paid by Vendor					**1,400.00**
ANDERS POOL CO INC	1000-14-14300-513010-00000000-	81310	2025 BLNKT POOL REPAIRS & MISC.	90008258	9/9/2025	74.97
	Total Paid by Vendor					**74.97**
ANGELA GILLILAN	1000-30-30200-515370-00000000-	A.GILLIAN 082725A	POP: 08/05/25-08/26/25-EXERCISE INSTRUCTOR FOR SG	90008259	9/9/2025	75.00
	1000-30-30200-515370-00000000-	A.GILLIAN 082725	POP: 08/05/25-08/26/25-EXERCISE INSTRUCT ZUMBA	90008259	9/9/2025	75.00
	Total Paid by Vendor					**150.00**
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110408222025	POP: 07/24/25-08/20/25-AFTER HOURS ANSWERING SVC	107218	9/9/2025	243.55
	Total Paid by Vendor					**243.55**
APHIX LLC	1000-52-52100-515370-00000000-	157274	POP:04/18/25-04/23/25-IRRIGATION REPAIRS-LM AREAS	90008352	9/16/2025	4,615.80
	Total Paid by Vendor					**4,615.80**
ASSETWORKS LLC	1000-17-17100-515250-00000000-	SIN017013	POP: 07/01/25-07/31/25 ASSETWORKS AVL FOR GS/FLEET	107220	9/9/2025	14,752.50
	1000-17-17100-515250-00000000-	SIN017180	POP: 08/01/25-08/31/25-ASSETWORKS AVL FOR GS/FLEET	107220	9/9/2025	14,875.00
	Total Paid by Vendor					**29,627.50**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	106-26855-01-0825	POP: 07/22/25 - 08/21/25-FIRE STATION 18 UTILITIES	90008261	9/9/2025	2,612.48
	1000-14-14100-515700-00000000-	136-69030-01-0825	POP: 07/25/25-08/25/25- FIRE STATION 18 UTILITIES	90008261	9/9/2025	1,703.15
	1000-14-14100-515700-00000000-	136-73293-00-0825	POP: 07/24/25-08/25/25 - FIRE STATION 18 UTILITIES	90008261	9/9/2025	13.35
	Total Paid by Vendor					**4,328.98**
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8552	POP 9/1/25-9/30/25 DRONE CONTRACT SERVICE	90008262	9/9/2025	25,000.00
	Total Paid by Vendor					**25,000.00**
ATLANTECH RESELLERS INC	1000-17-17300-520200-00000000-	633209	FIBER PATCH CABLES FOR ITS	90008357	9/16/2025	137.76
	Total Paid by Vendor					**137.76**
AVO COMMUNICATIONS	1000-10-10200-515370-00000000-	25209	POP: 08/11/25-08/28/25- RES NO 24-676 VIDEO SVCS	107222	9/9/2025	740.00
	Total Paid by Vendor					**740.00**
A-Z OFFICE RESOURCE INC	1000-71-71100-515340-00000000-	5914038-0	305 FOUNTAIN CIR /TERESA MILLS/256-427-5304	90008253	9/9/2025	14.75
	1000-41-41110-515340-00000000-	5916311-0	NAMACC WHITEBOARD	90008253	9/9/2025	72.48
	1000-41-41203-515340-00000000-	5917524-0	WEST PREC NOTEPAD STOCK	90008253	9/9/2025	245.40
	1000-41-41110-515340-00000000-	5917291-0	NAMACC WHITEBOARD	90008253	9/9/2025	136.89
	1000-00-00000-140110-00000000-	5918272-0	OFFICE SUPPLIES CITY HALL	90008348	9/16/2025	185.35
	1000-13-13100-515340-00000000-	5918139-0	SUPPLIES FOR STOCK	90008348	9/16/2025	175.22
	1000-18-00000-515340-00000000-	5918335-0	OFFICE SUPPLIES	90008348	9/16/2025	55.78
	1000-18-00000-515340-00000000-	5918772-0	OFFICE SUPPLIES	90008348	9/16/2025	51.88
	1000-41-41101-515340-00000000-	5919059-0	SUPPLIES FOR IA	90008348	9/16/2025	276.68
	1000-71-71100-515340-00000000-	5919500-0	OFFICE SUPPLIES	90008348	9/16/2025	267.63
	1000-00-00000-140110-00000000-	5919645-0	OFFICE SUPPLIES CITY HALL	90008348	9/16/2025	148.42
	1000-41-41100-515340-00000000-	5919499-0	ADMIN SUPPLY RESTOCK	90008348	9/16/2025	63.08
	1000-41-41303-515340-00000000-	5919499-0	ADMIN SUPPLY RESTOCK	90008348	9/16/2025	14.50
	1000-41-41305-515340-00000000-	5919499-0	ADMIN SUPPLY RESTOCK	90008348	9/16/2025	25.22
	1000-00-00000-140110-00000000-	5919645-1	OFFICE SUPPLIES CITY HALL	90008348	9/16/2025	32.60
	1000-41-41110-515340-00000000-	5919808-0	OFFICE SUPPLIES FOR NAMACC	90008348	9/16/2025	107.46
	Total Paid by Vendor					**1,873.34**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	28727057193609012025	POP: 07/24/25-08/23/25-FOR ATT MOBILITY FOR FIRE	107221	9/9/2025	123.72
	1000-17-17100-515070-00000000-	256-881-4708-0925	POP: 09/02/25-10/01/25-LEEMAN FERRY ELEVATOR PHONE	107373	9/16/2025	57.03

	Total Paid by Vendor					**180.75**
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	1038436	POP: 08/05/25-08/25/25 - OUTSIDE LEGAL SERVICES	107224	9/9/2025	4,048.00
	Total Paid by Vendor					**4,048.00**
BOBCAT OF HUNTSVILLE LLC	1000-15-15100-513030-00000000-	99034267	COM TX 090225/99034267	107226	9/9/2025	480.00
	1000-15-15100-513030-00000000-	99034267	COM TX 090225/99034267	107226	9/9/2025	548.18
	Total Paid by Vendor					**1,028.18**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	09/11/25-2ND SESSION	POP: 09/11/25 - DDC INSTRUCTOR BONNIE MACIORSKI	107375	9/16/2025	120.00
	Total Paid by Vendor					**120.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1879726	POP: 08/11/25-08/31/25 - OUTSIDE LEGAL SERVICES	90008265	9/9/2025	2,920.00
	1000-18-00000-515372-00000000-	1879725	POP: 08/05/25 - OUTSIDE LEGAL SERVICES	90008265	9/9/2025	183.75
	1000-18-00000-515372-00000000-	1879724	POP: 07/30/25 - OUTSIDE LEGAL SERVICES	90008265	9/9/2025	237.50
	1000-18-00000-515372-00000000-	1879721	POP: 08/13/25-08/17/25 - OUTSIDE LEGAL SERVICES	90008265	9/9/2025	26,643.75
	1000-18-00000-515372-00000000-	1879727	POP: 08/25/25-08/28/25 - OUTSIDE LEGAL SERVICES	90008265	9/9/2025	2,115.00
	Total Paid by Vendor					**32,100.00**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	22414	2025 BLANKT KEYS & MISC.	107377	9/16/2025	155.00
	Total Paid by Vendor					**155.00**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	EC19201	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	107236	9/9/2025	19.16
	1000-50-00000-515161-00000000-	EC68829	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	107236	9/9/2025	32.50
	1000-50-00000-515161-00000000-	EC67121	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	107236	9/9/2025	475.32
	1000-50-00000-515161-00000000-	EA12992	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	107236	9/9/2025	162.00
	1000-50-00000-515161-00000000-	EA84961	ANIMAL MEDICAL DRUGS ON CONTRACT	107386	9/16/2025	4,114.50
	Total Paid by Vendor					**4,803.48**
C SPIRE BUSINESS	1000-41-41110-515340-00000000-	C030253027	NAMACC SWITCHES	107227	9/9/2025	13,878.67
	1000-00-00000-140200-00000000-	C030551333	POP:09/09/25-09/08/26 SMARNET CALL MANAGER SUPPORT	107379	9/16/2025	78,299.76
	Total Paid by Vendor					**92,178.43**
CAPITAL EDGE STRATEGIES LLC	1000-19-00000-515370-00000000-	2567	POP:09/01/25-09/30/25-CAPITAL EDGE CONTRACT 24-727	107228	9/9/2025	5,683.33
	Total Paid by Vendor					**5,683.33**
CARAHSOFT TECHOLOGY CORP	1000-00-00000-140200-00000000-	IN2065790	POP:09/30/25-12/31/26 ACCESS TO1ST DUE PLATFORM	107380	9/16/2025	38,102.52
	Total Paid by Vendor					**38,102.52**
CAROLINE SWOPE	1000-74-00000-515520-00000000-00170	4 TERRY HEIGHTS PHII	TERRY HEIGHTS PHASE 2_ NEW CONTRACT	107416	9/16/2025	2,200.00
	Total Paid by Vendor					**2,200.00**
CDW GOVERNMENT INC	1000-17-17300-520200-00000000-	AF5U37H	UPS SYSTEM AND UPS BATTERY BACKUPS FOR ITS	107229	9/9/2025	379.90
	1000-17-17300-520200-00000000-	AF7DV1R	UPS SYSTEM AND UPS BATTERY BACKUPS FOR ITS	107229	9/9/2025	85.28
	Total Paid by Vendor					**465.18**
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	4892213630825	POP: 08/21/25-09/20/25- POTS LINE SERVICE COH	90008268	9/9/2025	48.15
	Total Paid by Vendor					**48.15**
CHECKR INC	1000-16-16100-515370-00000000-	2033334	POP: 08/01/25-08/31/25-FOR CREDIT REPORT SCREENING	90008269	9/9/2025	889.28
	Total Paid by Vendor					**889.28**
CINTAS	1000-30-30200-515310-00000000-	4239134096	BLANKET-JANITORIAL SERVICES AT LAKEWOOD CC	107231	9/9/2025	29.99
	1000-30-30200-515310-00000000-	4236195346	BLANKET-JANITORIAL SERVICES AT LAKEWOOD CC	107231	9/9/2025	29.99
	1000-30-30200-515310-00000000-	4230336783	BLANKET-JANITORIAL SERVICES AT LAKEWOOD CC	107231	9/9/2025	29.99
	1000-15-15100-515340-00000000-	4241775938	3242 LEEMAN FERRY RD SW (BLANKET)	107231	9/9/2025	33.37
	1000-15-15100-515340-00000000-	4241911383	2739 JOHNSON ROAD (BLANKET)	107231	9/9/2025	258.81
	1000-30-30200-515310-00000000-	4239849137	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107231	9/9/2025	19.30
	1000-30-30200-515310-00000000-	4231108039	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107231	9/9/2025	19.30
	1000-30-30200-515310-00000000-	4228123327	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107231	9/9/2025	12.59
	1000-30-30200-515310-00000000-	4233998509	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107231	9/9/2025	19.30
	1000-30-30200-515310-00000000-	4236909186	BLANKET-JANITORIAL SERVICES MAY-SEPT. FOR OPTIMIS	107231	9/9/2025	19.30
	1000-30-30200-515310-00000000-	4240432341	BLANKET-JANITORIAL SERVICES FOR MARK RUSSELL FY25	107231	9/9/2025	57.32
	1000-30-30200-515310-00000000-	4237530336	BLANKET-JANITORIAL SERVICES FOR MARK RUSSELL FY25	107231	9/9/2025	57.32
	1000-52-52100-515340-00000000-	9336027706	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	107230	9/9/2025	99.00
	1000-52-52100-515340-00000000-	9336026302	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	107230	9/9/2025	99.00
	1000-52-52100-515340-00000000-	9336028995	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	107230	9/9/2025	198.00
	1000-30-30200-515310-00000000-	4239332898	BLANKET-JANITORIAL SUPPLIES FOR CALVARY HILL RC	107231	9/9/2025	45.92
	1000-15-15100-515340-00000000-	4240288345	3242 LEEMAN FERRY RD SW (BLANKET)	107383	9/16/2025	33.37
	1000-15-15100-515340-00000000-	4242509459	3242 LEEMAN FERRY RD SW (BLANKET)	107383	9/16/2025	33.37
	1000-15-15100-515340-00000000-	4242635007	2739 JOHNSON ROAD (BLANKET)	107383	9/16/2025	258.81
	Total Paid by Vendor					**1,354.05**
CIVICSMART PARKING TECHNOLOGIES, INC.	1000-17-17100-515250-00000000-	DPT050151	POP:09/06/25-S SOURCE LPR SW SERVICES/SUPPORT	90008271	9/9/2025	312.00
	1000-17-17100-515250-00000000-	DPT050150	POP: 09/06/25-S SOURCE LPR SW SERVICES/SUPPORT	90008271	9/9/2025	1,300.00
	Total Paid by Vendor					**1,612.00**

COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	417645	Payroll Run 1 - Warrant 250831	107186	9/4/2025	930.00
	Total Paid by Vendor					**930.00**
COLLINS AND COMPANY	1000-18-00000-515372-00000000-	HV24587	POP: 08/27/25 - OUTSIDE LEGAL SERVICES	107232	9/9/2025	250.00
	1000-18-00000-515372-00000000-	HV24584	POP: 08/07/25 - OUTSIDE LEGAL SERVICES	107232	9/9/2025	250.00
	1000-18-00000-515372-00000000-	HV24585	POP: 07/30/25- OUTSIDE LEGAL SERVICES	107232	9/9/2025	250.00
	1000-18-00000-515372-00000000-	HV24586	POP: 07/22/25 - OUTSIDE LEGAL SERVICES	107232	9/9/2025	250.00
	Total Paid by Vendor					**1,000.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83960100100032380825	POP: 08/28/25-09/27/25- CABLE SERVICES COH	107233	9/9/2025	535.19
	1000-17-17100-515070-00000000-	250660251	POP: 09/01/25-09/30/25-CABLE SERVICES COH	107234	9/9/2025	1,157.95
	1000-17-17100-515070-00000000-	83969000111637770825	POP: 09/08/25-10/07/25-COMCAST CABLE SVC COH	107233	9/9/2025	61.09
	1000-17-17100-515070-00000000-	83969000108001710825	POP: 09/09/25-10/08/25 - COMCAST CABLE SVC COH	107233	9/9/2025	37.95
	1000-17-17100-515070-00000000-	83969000109586230825	POP: 09/10/25-10/09/25 COMCAST CABLE SVC COH	107233	9/9/2025	11.22
	1000-17-17100-515070-00000000-	83969000116016440825	POP: 09/11/25-10/10/25-COMCAST CABLE SVC COH	107233	9/9/2025	8.42
	1000-17-17100-515070-00000000-	83969000101795190825	POP: 09/10/25-10/09/25- CABLE SERVICES COH	107233	9/9/2025	60.60
	1000-17-17100-515070-00000000-	83969000105531010925	POP: 09/14/25- 10/13/25-COMCAST CABLE SVC COH	107385	9/16/2025	12.63
	1000-17-17100-515070-00000000-	83969000100287730925	POP: 09/16/25-10/15/25-COMCAST CABLE SVC COH	107385	9/16/2025	21.05
	Total Paid by Vendor					**1,906.10**
COMMERCIAL ENERGY SPECIALISTS, LLC	1000-14-14300-513010-00000000-	282394	POP: 08/12/25 - AQUATIC REPAIRS	90008361	9/16/2025	650.00
	Total Paid by Vendor					**650.00**
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	417654	Payroll Run 1 - Warrant 250831	107187	9/4/2025	11.54
	Total Paid by Vendor					**11.54**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	1882485	POP: 08/05/25-MONTHLY TPA FEE FOR WORKERS COMP	90008272	9/9/2025	9,164.91
	1000-19-00000-502150-00000000-	090225-HUNT	SETTLEMENT CLAIM #1223-WC-: 25-0300236, 24-0300184	90008272	9/9/2025	252,800.00
	1000-19-00000-502150-00000000-	090525-HUNT	POP: 08/19/25-09/05/25, ESCROW REIMBURSEMENT	90008272	9/9/2025	60,656.69
	Total Paid by Vendor					**322,621.60**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA038255 2	POP: 07/29/25-08/25/25-VOLVO ECR145 FOR PWS CONSTR	107237	9/9/2025	4,750.00
	1000-55-55300-513050-00000000-	RSA032573 20	POP: 08/14/25 - 08/20/25-ROLLER FOR MAINT	107237	9/9/2025	1,600.00
	Total Paid by Vendor					**6,350.00**
D & D ARNOLD LLC	1000-15-15100-513030-00000000-	I004017	COM TX 090225/I004017	90008252	9/9/2025	215.00
	1000-15-15100-513030-00000000-	I004017	COM TX 090225/I004017	90008252	9/9/2025	150.00
	1000-15-15100-513030-00000000-	I004017	COM TX 090225/I004017	90008252	9/9/2025	150.00
	1000-15-15100-513030-00000000-	I004084	COM TX 090225/I004084	90008252	9/9/2025	75.00
	1000-15-15100-513030-00000000-	I004084	COM TX 090225/I004084	90008252	9/9/2025	125.00
	1000-15-15100-513030-00000000-	I004085	COM TX 090225/I004085	90008252	9/9/2025	95.00
	1000-15-15100-513030-00000000-	I004085	COM TX 090225/I004085	90008252	9/9/2025	125.00
	1000-15-15100-513030-00000000-	I004088	COM TX 090225/I004088	90008252	9/9/2025	520.00
	1000-15-15100-513030-00000000-	I004088	COM TX 090225/I004088	90008252	9/9/2025	150.00
	1000-15-15100-513030-00000000-	I004088	COM TX 090225/I004088	90008252	9/9/2025	150.00
	1000-15-15100-513030-00000000-	I004089	COM TX 090225/I004089	90008252	9/9/2025	450.00
	1000-15-15100-513030-00000000-	I004089	COM TX 090225/I004089	90008252	9/9/2025	150.00
	1000-15-15100-513030-00000000-	I004089	COM TX 090225/I004089	90008252	9/9/2025	20.00
	1000-15-15100-513030-00000000-	I004089	COM TX 090225/I004089	90008252	9/9/2025	150.00
	Total Paid by Vendor					**2,525.00**
DANIEL COLE	1000-14-14300-513010-00000000-	14014	POP: 09/03/25 -ICE MAKER REPAIRS	107384	9/16/2025	283.05
	1000-14-14300-513010-00000000-	14013	POP: 09/03/25 -ICE MAKER REPAIRS	107384	9/16/2025	240.55
	1000-14-14300-513010-00000000-	14017	POP: 09/03/25 -ICE MAKER REPAIRS	107384	9/16/2025	234.46
	1000-14-14300-513010-00000000-	14016	POP: 09/03/25 -ICE MAKER REPAIRS	107384	9/16/2025	283.05
	1000-14-14300-513010-00000000-	14012	POP: 09/03/25 -ICE MAKER REPAIRS	107384	9/16/2025	234.46
	1000-14-14300-513010-00000000-	14010	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	85.00
	1000-14-14300-513010-00000000-	14015	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	240.55
	1000-14-14300-513010-00000000-	14020	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	240.55
	1000-14-14300-513010-00000000-	14018	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	240.55
	1000-14-14300-513010-00000000-	14011	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	85.00
	1000-14-14300-513010-00000000-	14019	2025 BLNKT ICE MAKER REPAIRS	107384	9/16/2025	240.55
	1000-14-14300-513010-00000000-	14027	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	85.00
	1000-14-14300-513010-00000000-	14024	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	146.53
	1000-14-14300-513010-00000000-	14023	POP: 09/03/25- ICE MAKER REPAIRS	107384	9/16/2025	345.30
	Total Paid by Vendor					**2,984.60**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	417648	Payroll Run 1 - Warrant 250831	107193	9/4/2025	348.94
	Total Paid by Vendor					**348.94**
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	58080	POP: 09/01/25-09/30/25 - PEST CONTROL SVS	90008275	9/9/2025	3,815.00

	Total Paid by Vendor					**3,815.00**
DEWITT PALMORE	1000-30-30600-515520-00000000-	D.PALMORE-082725	POP 8/18/25-8/26/25 LEAGUE SOFTBALL UMPIRES	90008276	9/9/2025	2,108.00
	1000-30-30600-515520-00000000-	D.PALMORE-090925	POP:09/02/25-09/09/25-ADULT LEAGUE SOFTBALL UMPIRE	90008363	9/16/2025	1,984.00
	Total Paid by Vendor					**4,092.00**
DIRECT COMMUNICATIONS INC	1000-19-00000-515370-00000000-	90125	POP: 08/01/25-08/31/25-RES 24-774 CONSULTING SVCS	107240	9/9/2025	14,000.00
	Total Paid by Vendor					**14,000.00**
DISTRICT COURT OF JACKSON COUNTY ALABAMA	1000-00-00000-210180-00000000-	417633	Payroll Run 1 - Warrant 250831	107188	9/4/2025	329.14
	Total Paid by Vendor					**329.14**
DIVERSIFIED ELEVATOR SERVICE & EQUIPMENT CO, INC.	1000-53-53200-513010-PK1010XX-	28263	POP:09/01/25-09/30/25MAINTENANCE-GARAGES A, B & O	90008277	9/9/2025	305.00
	1000-53-53200-513010-PK1030XX-	28263	POP:09/01/25-09/30/25MAINTENANCE-GARAGES A, B & O	90008277	9/9/2025	800.00
	1000-53-53200-513010-PK1040XX-	28263	POP:09/01/25-09/30/25MAINTENANCE-GARAGES A, B & O	90008277	9/9/2025	420.00
	1000-14-14300-515370-00000000-	28264	POP: 09/01/25-09/30/25-ELEVATOR SERVICES	90008365	9/16/2025	1,700.00
	Total Paid by Vendor					**3,225.00**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	118045	POP: 08/22/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	1000-51-00000-515340-00000000-	117745	POP: 08/09/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	1000-51-00000-515340-00000000-	117746	POP: 08/09/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	1000-51-00000-515340-00000000-	117703	POP: 08/04/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	1000-51-00000-515340-00000000-	117760	POP: 08/08/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	1000-51-00000-515340-00000000-	117626	POP: 08/02/25 - OPENING/CLOSING LAWN CRYPTS AT MH	107241	9/9/2025	425.00
	Total Paid by Vendor					**2,550.00**
DORMA USA INC	1000-14-14300-513010-00000000-	803313	POP: 06/18/25 - AUTOMATIC DOOR REPAIRS	107388	9/16/2025	353.90
	Total Paid by Vendor					**353.90**
DOWNTOWN HUNTSVILLE INC	1000-00-00000-610065-00000000-	JITP - ORD 25-662	APPROPRIATION TO TRANSFER FUNDS ORD 25-662	90008279	9/9/2025	3,517.12
	1000-74-74400-515520-00000000-	14-5142	POP: 08/21/25-805 AFTER FIVE, BULLY	90008278	9/9/2025	5,000.00
	Total Paid by Vendor					**8,517.12**
DREAMSEATS, LLC	1000-42-42100-515340-00000000-	4783289	OFFICE CHAIRS WITH ZIP PANELS	107242	9/9/2025	3,921.87
	Total Paid by Vendor					**3,921.87**
DUTCH OIL COMPANY	1000-55-55400-514010-00000000-	INV-224416	POP: 08/19/25 -FY25 Q4-FUEL BLANKET-PWS MAINT	90008280	9/9/2025	2,172.73
	1000-55-55400-514010-00000000-	INV-224793	POP: 08/16/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90008280	9/9/2025	1,268.55
	1000-00-00000-610039-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	50.83
	1000-14-14100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	361.16
	1000-17-17100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	21.03
	1000-30-30100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	32.85
	1000-30-30100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	48.42
	1000-30-30100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	33.29
	1000-41-41100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	2,784.71
	1000-41-41100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	446.33
	1000-41-41100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	38.54
	1000-41-41100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	256.69
	1000-42-42100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	704.69
	1000-42-42100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	81.30
	1000-42-42100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	81.04
	1000-50-00000-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	177.72
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	88.30
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	55.63
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	234.78
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	155.51
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	332.98
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	198.61
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	36.02
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	27.59
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	136.69
	1000-52-52100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	75.05
	1000-53-53200-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	117.03
	1000-53-53400-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	16.65
	1000-55-55100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	35.92
	1000-55-55300-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	429.68
	1000-55-55400-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	958.29
	1000-70-70200-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	102.26
	1000-71-71100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	217.68
	1000-71-71100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	96.80

1000-72-00000-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	208.76
1000-74-74100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	30.88
1000-75-75100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	55.19
1000-75-75100-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	150.43
1000-14-14100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	372.69
1000-15-15100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	71.81
1000-30-30100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	34.37
1000-30-30100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	25.26
1000-41-41100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	3,195.80
1000-41-41100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	380.29
1000-41-41100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	239.49
1000-42-42100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	717.20
1000-42-42100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	74.45
1000-50-00000-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	63.98
1000-51-00000-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	63.16
1000-52-52100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	88.68
1000-52-52100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	215.61
1000-52-52100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	97.32
1000-52-52100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	84.16
1000-52-52100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	23.28
1000-53-53200-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	42.99
1000-53-53400-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	46.57
1000-55-55300-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	87.69
1000-55-55400-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	141.52
1000-70-70200-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	81.78
1000-71-71100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	31.26
1000-72-00000-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	132.56
1000-75-75100-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	94.83
1000-30-30100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	48.25
1000-41-41100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	2,608.61
1000-41-41100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	27.08
1000-41-41100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	308.24
1000-42-42100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	399.93
1000-42-42100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	46.28
1000-50-00000-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	52.43
1000-53-53400-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	25.33
1000-75-75100-514010-00000000-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	34.56
1000-30-30100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	17.63
1000-41-41100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	2,375.36
1000-41-41100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	90.94
1000-41-41100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	123.76
1000-42-42100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	412.37
1000-52-52100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	33.49
1000-52-52100-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	98.24
1000-53-53400-514010-00000000-	CFN-44390	FUELING TRANS DATED 083125	90008280	9/9/2025	81.95
1000-41-41100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	2,221.81
1000-41-41100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	42.50
1000-41-41100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	216.77
1000-42-42100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	473.78
1000-42-42100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	47.54
1000-50-00000-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	68.29
1000-52-52100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	20.93
1000-75-75100-514010-00000000-	CFN-44547	FUELING TRANS DATED 090125	90008280	9/9/2025	43.84
1000-00-00000-610039-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	80.65
1000-12-12100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	25.33
1000-14-14100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	154.85
1000-15-15100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	67.63
1000-30-30100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	20.48
1000-30-30100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	31.06
1000-41-41100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	2,821.21
1000-41-41100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	324.47

1000-41-41100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	69.19
1000-41-41100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	84.56
1000-42-42100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	641.06
1000-42-42100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	32.16
1000-43-00000-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	22.47
1000-50-00000-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	128.88
1000-51-00000-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	51.79
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	63.22
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	119.70
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	262.47
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	345.77
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	435.47
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	330.71
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	96.49
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	211.22
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	51.46
1000-52-52100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	53.31
1000-53-53200-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	38.68
1000-53-53400-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	13.43
1000-55-55300-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	262.68
1000-55-55400-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	907.48
1000-70-70200-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	58.14
1000-71-71100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	37.45
1000-72-00000-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	274.21
1000-73-73100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	39.74
1000-75-75100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	70.72
1000-75-75100-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	49.57
1000-14-14100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	270.89
1000-15-15100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	163.04
1000-17-17100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	16.82
1000-30-30100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	76.77
1000-30-30100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	22.75
1000-30-30100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	61.18
1000-41-41100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	3,468.91
1000-41-41100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	360.15
1000-41-41100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	72.11
1000-41-41100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	373.46
1000-42-42100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	815.76
1000-42-42100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	144.42
1000-42-42100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	60.98
1000-50-00000-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	256.34
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	61.85
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	146.47
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	209.26
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	197.08
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	338.67
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	88.65
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	65.19
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	284.67
1000-52-52100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	276.97
1000-53-53200-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	35.72
1000-53-53400-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	45.89
1000-55-55100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	142.67
1000-55-55300-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	274.26
1000-55-55400-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	983.28
1000-70-70200-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	184.70
1000-71-71100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	86.87
1000-71-71100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	38.66
1000-72-00000-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	86.66
1000-73-73100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	51.17
1000-74-74100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	28.67

1000-75-75100-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	27.96
1000-00-00000-610039-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	63.57
1000-12-12100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	27.85
1000-13-13100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	30.10
1000-14-14100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	200.55
1000-15-15100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	66.32
1000-30-30100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	39.75
1000-41-41100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	3,092.83
1000-41-41100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	439.07
1000-41-41100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	42.22
1000-41-41100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	209.01
1000-42-42100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	687.01
1000-42-42100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	91.18
1000-50-00000-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	66.03
1000-51-00000-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	37.73
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	66.38
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	49.78
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	214.43
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	473.44
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	366.68
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	106.01
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	195.08
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	74.75
1000-52-52100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	402.06
1000-53-53200-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	246.73
1000-53-53400-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	64.70
1000-55-55100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	32.34
1000-55-55100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	41.10
1000-55-55300-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	633.40
1000-55-55400-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	1,106.09
1000-71-71100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	74.08
1000-71-71100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	34.81
1000-72-00000-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	227.57
1000-75-75100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	112.33
1000-75-75100-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	136.19
1000-00-00000-140101-00000000-	INV-224901A	OIL	90008280	9/9/2025	9,075.36
1000-10-00000-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	30.55
1000-14-14100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	342.36
1000-15-15100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	65.13
1000-30-30100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	51.81
1000-41-41100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	3,054.99
1000-41-41100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	297.11
1000-41-41100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	31.66
1000-41-41100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	373.91
1000-42-42100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	658.83
1000-42-42100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	176.26
1000-42-42100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	204.35
1000-50-00000-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	110.25
1000-51-00000-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	53.58
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	28.80
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	93.05
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	161.60
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	44.46
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	305.46
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	107.82
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	50.47
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	66.43
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	101.54
1000-52-52100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	37.42
1000-53-53400-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	50.77
1000-55-55100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	39.18

1000-55-55400-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	404.45
1000-70-70200-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	107.48
1000-71-71100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	164.05
1000-72-00000-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	160.09
1000-75-75100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	162.27
1000-75-75100-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	194.31
1000-30-30100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	75.79
1000-30-30100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	33.50
1000-41-41100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	2,396.16
1000-41-41100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	63.07
1000-41-41100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	220.24
1000-42-42100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	386.39
1000-42-42100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	38.93
1000-50-00000-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	66.56
1000-52-52100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	57.27
1000-52-52100-514010-00000000-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	53.07
1000-30-30100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	64.41
1000-30-30100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	28.29
1000-41-41100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	2,053.73
1000-41-41100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	142.67
1000-41-41100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	67.24
1000-42-42100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	339.93
1000-52-52100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	40.75
1000-52-52100-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	45.37
1000-53-53400-514010-00000000-	CFN-44644	FUELING TRANS DATED 090725	90008366	9/16/2025	11.97
1000-00-00000-610039-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	80.81
1000-14-14100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	202.46
1000-17-17100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	47.87
1000-30-30100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	29.38
1000-30-30100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	38.28
1000-41-41100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	2,719.55
1000-41-41100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	297.50
1000-41-41100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	334.24
1000-42-42100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	486.36
1000-42-42100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	46.13
1000-50-00000-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	127.92
1000-51-00000-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	67.16
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	73.21
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	159.62
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	239.28
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	189.72
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	62.23
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	194.40
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	23.12
1000-52-52100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	145.77
1000-53-53400-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	53.31
1000-55-55100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	28.06
1000-55-55300-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	133.79
1000-55-55400-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	343.68
1000-70-70200-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	183.53
1000-71-71100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	146.03
1000-72-00000-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	114.83
1000-74-74100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	43.24
1000-75-75100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	74.42
1000-75-75100-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	59.88
1000-55-55400-514010-00000000-	INV-225225	POP: 09/04/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90008366	9/16/2025	3,833.40
1000-55-55400-514010-00000000-	INV-225304	POP: 09/10/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90008366	9/16/2025	1,575.75
1000-00-00000-610039-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	56.36
1000-13-13100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	22.86
1000-14-14100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	304.90
1000-30-30100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	31.55

1000-30-30100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	43.30
1000-30-30100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	32.84
1000-30-30100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	27.42
1000-41-41100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	3,183.87
1000-41-41100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	398.70
1000-41-41100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	149.30
1000-41-41100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	166.70
1000-42-42100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	1,080.19
1000-42-42100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	43.95
1000-50-00000-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	195.87
1000-51-00000-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	97.31
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	58.45
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	163.08
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	350.35
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	146.01
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	486.05
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	142.18
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	50.05
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	218.04
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	92.54
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	203.97
1000-52-52100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	28.07
1000-53-53400-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	41.78
1000-55-55100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	44.83
1000-55-55300-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	629.71
1000-55-55400-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	1,177.15
1000-71-71100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	119.27
1000-72-00000-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	142.52
1000-74-74100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	20.23
1000-75-75100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	126.46
1000-75-75100-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	92.93
1000-00-00000-610039-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	53.84
1000-14-14100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	216.38
1000-15-15100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	82.40
1000-30-30100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	25.92
1000-41-41100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	3,408.05
1000-41-41100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	294.49
1000-41-41100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	24.38
1000-41-41100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	272.86
1000-42-42100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	723.05
1000-42-42100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	203.44
1000-42-42100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	47.03
1000-50-00000-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	67.45
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	87.71
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	234.09
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	434.42
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	374.79
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	57.12
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	66.33
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	398.98
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	11.08
1000-52-52100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	365.03
1000-53-53200-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	46.15
1000-53-53400-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	57.92
1000-55-55100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	33.83
1000-55-55100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	109.40
1000-55-55300-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	343.37
1000-55-55400-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	732.39
1000-70-70200-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	92.34
1000-71-71100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	32.72
1000-71-71100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	52.51

	1000-72-00000-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	285.61
	1000-74-74100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	33.39
	1000-75-75100-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	125.53
	1000-00-00000-610039-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	22.08
	1000-13-13100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	20.68
	1000-14-14100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	151.69
	1000-30-30100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	37.64
	1000-41-41100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	3,216.85
	1000-41-41100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	507.91
	1000-41-41100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	168.18
	1000-41-41100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	236.18
	1000-42-42100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	806.44
	1000-42-42100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	67.60
	1000-42-42100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	74.64
	1000-50-00000-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	66.91
	1000-51-00000-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	62.95
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	106.09
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	146.64
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	215.08
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	124.58
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	545.10
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	170.43
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	44.88
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	368.63
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	44.66
	1000-52-52100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	39.61
	1000-53-53200-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	75.44
	1000-53-53400-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	30.81
	1000-55-55100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	43.80
	1000-55-55300-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	406.42
	1000-55-55400-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	1,083.04
	1000-70-70200-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	30.26
	1000-71-71100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	101.45
	1000-71-71100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	48.20
	1000-72-00000-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	180.49
	1000-73-73100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	49.52
	1000-75-75100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	34.78
	1000-75-75100-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	79.82
	Total Paid by Vendor					**120,613.39**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	INVONO61672	POP: 08/01/25-08/31/25-MUNICIPAL SECURITY SVC	90008367	9/16/2025	13,686.31
	Total Paid by Vendor					**13,686.31**
DYNATOUCH CORPORATION	1000-17-17100-515250-00000000-	KIOMN0000859	POP: 12/14/24-12/13/26-KIOWARE RENEWAL 2025 FOR IT	107243	9/9/2025	73.60
	Total Paid by Vendor					**73.60**
ELWOOD STAFFING SERVICES, INC	1000-50-00000-515370-00000000-	3521276	POP: 08/18/25-08/24/25-WAGES FOR TEMP EMPLOYEES	90008282	9/9/2025	840.85
	1000-52-52100-515370-00000000-	3521432	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	9,369.02
	1000-52-52100-515370-00000000-	3521436	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	1,221.67
	1000-52-52100-515370-00000000-	3521437	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	5,520.43
	1000-52-52100-515370-00000000-	3521435	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	9,716.65
	1000-52-52100-515370-00000000-	3521429	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	1,334.44
	1000-52-52100-515370-00000000-	3521428	LM TEMP PERSONNEL - 4TH QTR (BLANKET)	90008282	9/9/2025	1,603.60
	1000-52-52100-515370-00000000-	3521438	POP: 08/25/25-08/31/25-LM TEMP PERSONNEL-4TH QTR	90008282	9/9/2025	9,771.10
	1000-53-53200-515370-00000000-	3521679	POP: 09/01/25-09/07/25- TEMP STAFFING FOR PARKING	90008368	9/16/2025	750.00
	1000-50-00000-515370-00000000-	3521426	POP: 08/25/25-08/31/25-WAGES FOR TEMP EMPLOYEES	90008368	9/16/2025	984.76
	1000-50-00000-515370-00000000-	3521678	POP: 09/01/25-09/07/25-WAGES FOR TEMP EMPLOYEES	90008368	9/16/2025	907.58
	Total Paid by Vendor					**42,020.10**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-15-15100-513030-00000000-	519322	COM TX 090225/519322	107245	9/9/2025	647.50
	1000-15-15100-513030-00000000-	519323	COM TX 090225/519323	107245	9/9/2025	370.00
	1000-15-15100-513030-00000000-	519324	COM TX 090225/519324	107245	9/9/2025	370.00
	1000-15-15100-513030-00000000-	519358	COM TX 090225/519358	107245	9/9/2025	450.00
	1000-15-15100-513030-00000000-	519358	COM TX 090225/519358	107245	9/9/2025	590.11
	1000-15-15100-513030-00000000-	519536	COM TX 090525/519536	107245	9/9/2025	277.50

	Total Paid by Vendor					**2,705.11**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	417634	Payroll Run 1 - Warrant 250831	107181	9/3/2025	13,452.16
	Total Paid by Vendor					**13,452.16**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	20492/1	POP: 09/03/25- 2025 BLANKET REPAIRS	107393	9/16/2025	1,314.57
	Total Paid by Vendor					**1,314.57**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14652933	POP: 08/01/25-08/31/25- HVAC FILTER SVC	90008371	9/16/2025	9,666.01
	Total Paid by Vendor					**9,666.01**
FISHER SCIENTIFIC COMPANY LLC	1000-73-73200-515340-00000000-	3107339	SUPPLIES FOR PM 2.5 LAB	107394	9/16/2025	128.68
	1000-73-73200-515340-00000000-	2921230	SUPPLIES FOR PM 2.5 LAB	107394	9/16/2025	53.49
	Total Paid by Vendor					**182.17**
FLEET PRIDE	1000-55-55300-515340-00000000-	128496553	CLEANER FOR ALUMINUM- PWS CONSTRUCTION	107395	9/16/2025	101.99
	Total Paid by Vendor					**101.99**
FLORIDA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	417652	Payroll Run 1 - Warrant 250831	107189	9/4/2025	132.46
	Total Paid by Vendor					**132.46**
G6 INVESTMENTS, INC	1000-30-30600-515340-00000000-	10976	BLANKET-TROPHIES FOR ADULT LEAGUE SOFTBALL FY25	107238	9/9/2025	426.00
	Total Paid by Vendor					**426.00**
GALLS LLC	1000-42-42100-515340-00000000-	028060180	VENDOR CHARGED COH FOR ITEMS NOT REC'D	90008285	9/9/2025	3,783.60
	1000-42-42100-515340-00000000-	032345181	CREDIT MEMO FOR ORG SALE ORD 26535628 ORD# 3021998	90008285	9/9/2025	-3,783.60
	1000-41-41306-515670-00000000-	032162714	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41306-515670-00000000-	032105581	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	94.47
	1000-41-41306-515670-00000000-	032106654	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	110.68
	1000-41-41306-515670-00000000-	032105580	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	94.47
	1000-41-41306-515670-00000000-	032162720	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41306-515670-00000000-	032162721	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	15.66
	1000-41-41306-515670-00000000-	032162722	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41306-515670-00000000-	032162715	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41306-515670-00000000-	032162719	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41100-515670-00000000-	032117093	POLICE RANGER UNIFORMS-BLANKET PO	90008285	9/9/2025	165.98
	1000-41-41100-515670-00000000-	032148972	POLICE RANGER UNIFORMS-BLANKET PO	90008285	9/9/2025	271.31
	1000-41-41100-515670-00000000-	032218825	POLICE RANGER UNIFORMS-BLANKET PO	90008285	9/9/2025	271.31
	1000-41-41304-515670-00000000-	032137270	DISPATCH NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	90.34
	1000-41-41100-515670-00000000-	032112585	CREDIT MEMO FOR ORG SALES ORD 29473701 ORD# 300140	90008285	9/9/2025	-7.99
	1000-41-41250-515340-00000000-	032396719	SWAT EQUIPMENT	90008285	9/9/2025	12,556.00
	1000-41-41306-515670-00000000-	032162716	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	15.66
	1000-41-41306-515670-00000000-	032162718	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41100-515670-00000000-	032220934	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	90.46
	1000-41-41100-515670-00000000-	032280654	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	90.46
	1000-41-41100-515670-00000000-	032276835	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	1,429.32
	1000-41-41100-515670-00000000-	032292405	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	438.24
	1000-41-41100-515670-00000000-	032280660	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	90.46
	1000-41-41100-515670-00000000-	032194592	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	1,396.26
	1000-41-41100-515670-00000000-	032300495	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	228.24
	1000-41-41100-515670-00000000-	032294435	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	119.51
	1000-41-41100-515670-00000000-	032149780	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	116.96
	1000-41-41100-515670-00000000-	032374406	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	71.85
	1000-41-41100-515670-00000000-	032161072	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	211.09
	1000-41-41100-515670-00000000-	032316249	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	94.13
	1000-41-41100-515670-00000000-	032364432	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	226.00
	1000-41-41100-515670-00000000-	032361846	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	71.85
	1000-41-41306-515670-00000000-	032162717	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41100-515670-00000000-	032226729	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	17.64
	1000-41-41306-515670-00000000-	032162723	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.44
	1000-41-41100-515670-00000000-	032226730	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	17.64
	1000-41-41100-515670-00000000-	032126149	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	119.52
	1000-41-41306-515670-00000000-	032162725	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.44
	1000-41-41306-515670-00000000-	032162724	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
	1000-41-41306-515670-00000000-	032162726	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
	1000-41-41306-515670-00000000-	032162735	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	21.92
	1000-41-41306-515670-00000000-	032162727	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	16.44
	1000-41-41306-515670-00000000-	032162730	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.96
	1000-41-41306-515670-00000000-	032162732	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48

		1000-41-41306-515670-00000000-	032162731	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162733	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	16.44
		1000-41-41306-515670-00000000-	032162734	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162728	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162736	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032337150	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	127.42
		1000-41-41306-515670-00000000-	032305015	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	27.32
		1000-41-41306-515670-00000000-	032305014	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	26.04
		1000-41-41306-515670-00000000-	032162738	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162737	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	49.32
		1000-41-41306-515670-00000000-	032162819	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	21.92
		1000-41-41306-515670-00000000-	032162789	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.44
		1000-41-41306-515670-00000000-	032162784	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.22
		1000-41-41306-515670-00000000-	032162746	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162739	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.96
		1000-41-41306-515670-00000000-	032162741	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162742	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	16.44
		1000-41-41306-515670-00000000-	032162743	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162744	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	10.96
		1000-41-41306-515670-00000000-	032162745	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	27.40
		1000-41-41306-515670-00000000-	032162740	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032174286	SAFETY PATROL UNIFORMS-BLANKET PO	90008285	9/9/2025	95.48
		1000-41-41306-515670-00000000-	032195069	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	50.88
		1000-41-41306-515670-00000000-	032171992	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	586.68
		1000-41-41306-515670-00000000-	032399514	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	484.95
		1000-41-41306-515670-00000000-	032195070	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	50.88
		1000-41-41306-515670-00000000-	032162748	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41306-515670-00000000-	032162747	SAFETY PATROL NEW HIRE UNIFORMS-BLANKET PO	90008285	9/9/2025	5.48
		1000-41-41100-515670-00000000-	032344474	REPLACEMENT VESTS	90008285	9/9/2025	12,480.00
		1000-41-41100-515670-00000000-	032344475	REPLACEMENT VESTS	90008285	9/9/2025	41,088.00
		1000-41-41100-515670-00000000-	032328794	PROMOTION/REPLACMENT UNIFORMS-BLANKET PO	90008285	9/9/2025	90.46
		1000-41-41100-515670-00000000-	032303377	2025 UNIFORM ALLOWANCE- BLANKET PO	90008285	9/9/2025	1.19
		1000-42-42100-515670-00000000-	032161219	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	55.22
		1000-42-42100-515670-00000000-	032182896	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	60.25
		1000-42-42100-515670-00000000-	032183023	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	60.25
		1000-42-42100-515670-00000000-	032231949	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	60.25
		1000-42-42100-515670-00000000-	032243146	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	60.25
		1000-42-42100-515670-00000000-	032243582	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	60.25
		1000-42-42100-515670-00000000-	032337289	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	25.02
		1000-42-42100-515670-00000000-	032243288	FIRE PROMOTION UNIFORMS BLANKET	90008372	9/16/2025	479.96
		1000-42-42100-515670-00000000-	032254048	FIRE PROMOTION UNIFORMS BLANKET	90008372	9/16/2025	359.61
		1000-42-42100-515670-00000000-	032277431	FIRE PROMOTION UNIFORMS BLANKET	90008372	9/16/2025	375.86
		1000-42-42100-515670-00000000-	032337727	FIRE PROMOTION UNIFORMS BLANKET	90008372	9/16/2025	460.86
		1000-42-42100-515050-00000000-	032193726	CADET CLASS 59 UNIFORM BLANKET	90008372	9/16/2025	54.64
		1000-42-42100-515050-00000000-	032172555	CADET CLASS 59 UNIFORM BLANKET	90008372	9/16/2025	109.28
		1000-42-42100-515670-00000000-	032373330	UNIFORM ALLOTMENT FY2025 BLANKET	90008372	9/16/2025	29.71
		1000-41-41250-515340-00000000-	032487342	SWAT EQUIPMENT	90008372	9/16/2025	1,148.00
		Total Paid by Vendor					**77,368.53**
	GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000041332	TIRE - 1401990	107248	9/9/2025	2,526.40
		1000-00-00000-140101-00000000-	0000041366	TIRE - 1400004	107248	9/9/2025	2,109.44
		1000-00-00000-140101-00000000-	0000041372	TIRE - 1400099	107248	9/9/2025	624.00
		1000-00-00000-140101-00000000-	0000041388	TIRE - 1401990	107248	9/9/2025	2,526.40
		1000-15-15100-513030-00000000-	0000041347	COM TX 090925/41347	107396	9/16/2025	2,109.44
		Total Paid by Vendor					**9,895.68**
	GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-PK1040XX-	68950	POP: 08/29/25-SOLE SOURCE PRINTER FOR GARAGE O	90008374	9/16/2025	2,503.92
		1000-53-53200-513010-00000000-	68952	POP: 08/29/25 - GENERAL REPAIRS	90008374	9/16/2025	1,113.00
		Total Paid by Vendor					**3,616.92**
	GRANICUS LLC	1000-00-00000-140200-00000000-	212958	POP: 10/01/25-09/30/26 BOARDS AND COMMISSIONS CC	107249	9/9/2025	13,266.96
		Total Paid by Vendor					**13,266.96**
	GRAYBAR ELECTRIC COMPANY	1000-75-75300-515340-00000000-	9300757141	ELECTRICAL ITEMS FOR STOCK-JASON TAYLOR	107250	9/9/2025	412.19
		1000-14-14300-513010-00000000-	9350147390	ELECTRICAL MATERIALS FOR SOUTH LIBRARY	107397	9/16/2025	219.35

	Total Paid by Vendor					**631.54**
GS DIRECT INC	1000-74-74200-515340-00000000-	381335	PAPER FOR PLOTTERS AND ZONING MAPS	107399	9/16/2025	1,338.48
	Total Paid by Vendor					**1,338.48**
GULF STATES DISTRIBUTORS	1000-50-00000-515670-00000000-	1494661-IN	BADGES FOR ANIMAL SERVICE OFFICERS	107400	9/16/2025	76.70
	1000-50-00000-515670-00000000-	1494857-IN	BADGES FOR ANIMAL SERVICE OFFICERS	107400	9/16/2025	153.40
	Total Paid by Vendor					**230.10**
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52300-513010-00000000-	0022766206-001	ESPLANDE, MSMA, ROUNDUP - IRRIGATION	90008290	9/9/2025	13,359.62
	1000-52-52300-513010-00000000-	0022948417-001	ESPLANADE FOR SPORTS	90008290	9/9/2025	23,732.40
	1000-52-52600-513010-00000000-	0022948502-001	TALSTAR PRO FOR NORTH MAINT	90008376	9/16/2025	311.15
	1000-52-52700-513010-00000000-	0023014214-001	ESPLANADE FOR SOUTHMAINT	90008376	9/16/2025	33,225.36
	1000-52-52600-513010-00000000-	0023014290-001	ESPLANADE FOR NORTH MAINT	90008376	9/16/2025	11,075.12
	1000-52-52600-513010-00000000-	0023065758-001	AQUAMASTER FOR NORTH MAINT	90008376	9/16/2025	2,586.00
	1000-52-52400-515340-00000000-	0022960167-001	AQUAMASTER FOR HAYS	90008376	9/16/2025	129.30
	Total Paid by Vendor					**84,418.95**
HIGGINBOTHAM INSURANCE AGENCY, INC.	1000-00-00000-140200-00000000-	403790	POP: 10/01/25-10/01/26- PROPERTY INSURANCE COH	90008291	9/9/2025	669.00
	1000-00-00000-140200-00000000-	405228	POP: 09/30/25-09/30/26- PROPERTY INSURANCE COH	90008291	9/9/2025	947.64
	Total Paid by Vendor					**1,616.64**
HOLSTON GASES INC	1000-30-30600-515340-00000000-	14401M	POP: 08/29/25-C02 FOR HSV AQUATICS CENTER	107253	9/9/2025	202.80
	1000-30-30600-515340-00000000-	14402M	POP: 08/29/25- FOR C02-SHOWERS	107253	9/9/2025	106.20
	1000-42-42100-515340-00000000-	773509	POP: 09/03/25- O2 AND PROPANE REFILL	107403	9/16/2025	76.55
	1000-42-42100-515340-00000000-	786145	POP: 09/10/25 - O2 AND PROPANE REFILL BLANKET	107403	9/16/2025	108.03
	Total Paid by Vendor					**493.58**
HOME BUILDERS ASSOCIATION OF ALABAMA	1000-71-71100-515790-00000000-	126190	POP: 09/03/25-QCI REFRESHER COURSE ONLINE	107404	9/16/2025	950.00
	Total Paid by Vendor					**950.00**
HOME DEPOT USA INC	1000-52-52900-515340-00000000-	891634594	BAGS FOR RECYCLING - GREEN TEAM	107254	9/9/2025	27.25
	1000-52-52200-515340-00000000-	892340381	CAN LINERS FOR SPECIAL ACTIVITIES	107405	9/16/2025	3,422.00
	Total Paid by Vendor					**3,449.25**
HON GROUP	1000-41-41201-515340-00000000-	2586331	NORTH PRECINCT CHAIRS	107255	9/9/2025	1,496.85
	1000-55-55400-515340-00000000-	2586327	CHAIR FOR RAY,P.	107255	9/9/2025	299.37
	1000-41-41203-515340-00000000-	2590730	W. PRECINCT REPLACEMENT DESK	107407	9/16/2025	2,418.42
	Total Paid by Vendor					**4,214.64**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52700-513010-00000000-	32692	RAPID DRY & ATHLETIC FIELD MARKER - SOUTH	107256	9/9/2025	601.60
	1000-52-52300-513010-00000000-	32462	MARKING DUST & RAPID DRY - SPORTS	107256	9/9/2025	2,413.00
	Total Paid by Vendor					**3,014.60**
HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	1000-74-74400-515520-00000000-	HSVBG-GRB5	POP: 08/14/25 & 08/25/25- GLOBAL RHYTHM & BLOOMS	107257	9/9/2025	833.34
	Total Paid by Vendor					**833.34**
HUNTSVILLE PUBLIC LIBRARY	1000-74-74400-515520-00000000-	586	POP:09/01/25 - SPECIAL ACTIVITIES BLAST MUSIC	90008293	9/9/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
HUNTSVILLE UTILITIES	1000-70-70200-515700-00000000-	620 PEARL AVE 8/2025	UTILITY SERVICE 620 PEARL AVE NW (POP 7/18/25-8/21	107258	9/9/2025	248.45
	1000-14-14100-515700-00000000-	125441-082125	POP:07/14/25-08/14/25 - HSV UTILIT CUST#1101005008	107258	9/9/2025	33.34
	1000-53-53200-515700-PK1020XX-	105933-082625	POP: 07/19/25-08/18/25 - UTILITY USAGE FOR GARAGES	107409	9/16/2025	5,290.26
	1000-53-53200-515700-PK1040XX-	106290-082625	POP: 07/19/25-08/18/25- UTILITY USAGE FOR GARAGES	107409	9/16/2025	3,009.07
	1000-53-53200-515700-PK1066XX-	107479-082825	POP: 07/18/25-08/20/25- UTILITY USAGE FOR GARAGES	107409	9/16/2025	220.52
	1000-53-53200-515700-PK1055XX-	160551-082625	POP: 07/19/25-08/18/25 - UTILITY USAGE FOR GARAGES	107409	9/16/2025	207.75
	1000-53-53200-515700-PK1030XX-	161812-082525	POP: 07/22/25-08/15/25 - UTILITY USAGE FOR GARAGES	107409	9/16/2025	21.10
	1000-53-53200-515700-PK1060XX-	653442-082525	POP: 07/22/25-08/18/25 - UTILITY USAGE FOR GARAGES	107409	9/16/2025	45.83
	1000-53-53200-515700-PK1060XX-	653443-082525	POP: 07/22/25-08/15/25 - UTILITY USAGE FOR GARAGES	107409	9/16/2025	2,801.12
	1000-53-53200-515700-PK1064XX-	909455-082925	POP: 07/17/25-08/21/25- UTILITY USAGE FOR GARAGES	107409	9/16/2025	170.45
	1000-53-00000-515700-PK1065XX-	946583-082225	POP: 07/15/25-08/14/25- UTILITY USAGE FOR GARAGES	107409	9/16/2025	697.14
	1000-53-53200-515700-PK1020XX-	160936-082525	POP:07/22/25-08/26/25- SPRINKLER USAGE FOR GARAGES	107409	9/16/2025	116.85
	1000-53-53200-515700-PK1040XX-	106311-082625	POP:07/21/25-08/19/25- SPRINKLER USAGE FOR GARAGES	107409	9/16/2025	77.87
	1000-53-53200-515700-PK1020XX-	106065-082625	POP:07/21/25-08/19/25- SPRINKLER USAGE FOR GARAGES	107409	9/16/2025	147.70
	1000-53-53200-515700-PK1051XX-	885626-082625	POP:07/21/25-08/18/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	180.66
	1000-53-53200-515700-PK1051XX-	885629-082625	POP:07/21/25-08/19/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	84.88
	1000-53-53200-515700-PK1051XX-	885630-082625	POP:07/21/25-08/19/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	169.50
	1000-53-53200-515700-PK1051XX-	885634-082625	POP:07/21/25-08/19/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	77.87
	1000-53-53200-515700-PK1051XX-	885636-082625	POP:07/19/25-08/18/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	1,292.85
	1000-53-53200-515700-PK1051XX-	885637-082625	POP:07/21/25-08/19/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	78.71
	1000-53-53200-515700-PK1051XX-	885632-082625	POP:07/21/25-08/19/25 - UTILITY USAGE FOR GARAGE D	107409	9/16/2025	726.18
	Total Paid by Vendor					**15,698.10**
HUNTSVILLE VENUE GROUP AMPHITHEATER, LLC	1000-10-10300-515020-00000000-	0027280	POP 9/21/25 MULTICULTURAL AFFAIRS SPONSOR CULTURAL	90008379	9/16/2025	5,000.00

	Total Paid by Vendor					**5,000.00**
HUNTSVILLE VENUE GROUP LUMBERYARD LLC	1000-74-74400-515020-00000000-	INVFS-0000414	POP: 09/2/2025-LUMBERYARD SONGWRITER ROUND	90008295	9/9/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	251-116	POP 7/24/25 STENOGRAPHER FOR CITY COUNCIL	107319	9/9/2025	2,250.00
	Total Paid by Vendor					**2,250.00**
IMPERIAL BAG & PAPER CO LLC	1000-14-14310-515310-00000000-	5290006	SERVICE FLOOR SCRUBBER - PUBLIC SAFETY	90008381	9/16/2025	103.60
	1000-42-42200-515310-00000000-	5361408	MONTHLY JANITORIAL, JFAIN	90008381	9/16/2025	318.75
	1000-42-42200-515310-00000000-	5355527	MONTHLY JANITORIAL, JFAIN	90008381	9/16/2025	35.55
	1000-42-42200-515310-00000000-	5360141	MONTHLY JANITORIAL, JFAIN	90008381	9/16/2025	255.00
	1000-42-42200-515310-00000000-	5352874	MONTHLY JANITORIAL, JFAIN	90008381	9/16/2025	142.45
	1000-42-42200-515310-00000000-	5351591	MONTHLY JANITORIAL, JFAIN	90008381	9/16/2025	5,134.69
	Total Paid by Vendor					**5,990.04**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55300-515340-00000000-	75563	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	1,359.22
	1000-55-55300-515340-00000000-	75894	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	575.04
	1000-55-55300-515340-00000000-	76121	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	40.58
	1000-55-55300-515340-00000000-	76113	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	597.87
	1000-55-55300-515340-00000000-	76172	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	215.88
	1000-55-55300-515340-00000000-	76182	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	57.90
	1000-55-55300-515340-00000000-	76288	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	1,331.64
	1000-55-55300-515340-00000000-	76301	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	101.01
	1000-55-55300-515340-00000000-	76289	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	753.07
	1000-55-55300-515340-00000000-	76291	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	210.00
	1000-55-55300-515340-00000000-	76379	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	1,453.06
	1000-55-55300-515340-00000000-	76298	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	54.75
	1000-55-55300-515340-00000000-	76293	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	300.00
	1000-55-55300-515340-00000000-	76268	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	125.00
	1000-55-55300-515340-00000000-	76230	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	142.92
	1000-55-55300-515340-00000000-	76093	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	90.30
	1000-55-55300-515340-00000000-	76083	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	115.50
	1000-55-55300-515340-00000000-	76128	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	575.04
	1000-55-55300-515340-00000000-	76135	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	231.89
	1000-55-55300-515340-00000000-	75559	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	16.91
	1000-55-55300-515340-00000000-	75657	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	230.31
	1000-55-55300-515340-00000000-	76056	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	289.41
	1000-55-55300-515340-00000000-	76077	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	79.63
	1000-55-55300-515340-00000000-	76167	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	86.29
	1000-55-55300-515340-00000000-	76179	FY25-Q4-PWS NON-BID ITEMS BLANKET	107259	9/9/2025	79.20
	1000-55-55300-515340-00000000-	76201	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	25.62
	1000-55-55300-515340-00000000-	75564	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	247.65
	1000-55-55300-515340-00000000-	76371	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	251.58
	1000-55-55300-515340-00000000-	76290	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	7.98
	1000-55-55300-515340-00000000-	76178	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	858.40
	1000-55-55300-515340-00000000-	76134	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107259	9/9/2025	51.24
	1000-55-55300-515340-00000000-	74905	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	107259	9/9/2025	17.84
	1000-52-52400-515340-00000000-	76270	NON-BID ITEMS - LANDSCAPE (BLANKET)	107259	9/9/2025	102.38
	1000-52-52300-515340-00000000-	76355	NON-BID ITEMS - LANDSCAPE (BLANKET)	107259	9/9/2025	171.00
	1000-55-55400-515340-00000000-	76294	DEMO SAW FOR MAINT	107259	9/9/2025	1,674.00
	1000-55-55300-515340-00000000-	76434	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	1,313.04
	1000-55-55300-515340-00000000-	76437	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	139.68
	1000-55-55300-515340-00000000-	76357	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	393.23
	1000-55-55300-515340-00000000-	76378	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	99.13
	1000-55-55300-515340-00000000-	76370	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	53.45
	1000-55-55300-515340-00000000-	76358	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	97.16
	1000-55-55300-515340-00000000-	76075	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	228.00
	1000-55-55300-515340-00000000-	76456	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	9.50
	1000-41-41201-515340-00000000-	76495	TRAFFIC CONES	107411	9/16/2025	279.92
	1000-41-41202-515340-00000000-	76495	TRAFFIC CONES	107411	9/16/2025	279.92
	1000-41-41203-515340-00000000-	76495	TRAFFIC CONES	107411	9/16/2025	279.91
	1000-30-30400-515340-00000000-	76472	TRAFFIC CONES FOR GENERAL USE AT COMM. EVENTS	107411	9/16/2025	238.56
	1000-42-42100-515340-00000000-	76395	OIL DRY FOR STATIONS	107411	9/16/2025	374.15
	1000-55-55300-515340-00000000-	75925	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	180.36

	1000-55-55300-515340-00000000-	76518	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	122.39
	1000-55-55300-515340-00000000-	76491	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	2,320.97
	1000-55-55300-515340-00000000-	76570	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	11.15
	1000-55-55300-515340-00000000-	76593	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	52.22
	1000-55-55300-515340-00000000-	76583	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	17.15
	1000-55-55300-515340-00000000-	76608	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	196.22
	1000-55-55300-515340-00000000-	76573	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	512.35
	1000-55-55300-515340-00000000-	76571	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	287.52
	1000-55-55300-515340-00000000-	76611	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	41.90
	1000-55-55300-515340-00000000-	76601	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	307.78
	1000-55-55300-515340-00000000-	76569	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	377.23
	1000-55-55300-515340-00000000-	76602	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	25.62
	1000-55-55300-515340-00000000-	76592	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	57.00
	1000-55-55300-515340-00000000-	76494	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	67.36
	1000-55-55300-515340-00000000-	76607	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	27.99
	1000-55-55300-515340-00000000-	76476	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	650.00
	1000-55-55300-515340-00000000-	76469	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	289.64
	1000-55-55300-515340-00000000-	76320	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	217.59
	1000-55-55300-515340-00000000-	76416	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	453.18
	1000-55-55300-515340-00000000-	76425	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	43.11
	1000-55-55300-515340-00000000-	76436	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	53.65
	1000-55-55300-515340-00000000-	76468	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	124.32
	1000-55-55300-515340-00000000-	76572	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	239.28
	1000-55-55300-515340-00000000-	76558	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	231.68
	1000-55-55300-515340-00000000-	76630	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	519.18
	1000-55-55300-515340-00000000-	76634	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	724.06
	1000-55-55300-515340-00000000-	76645	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	376.90
	1000-55-55300-515340-00000000-	76557	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	49.29
	1000-55-55300-515340-00000000-	76473	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	40.74
	1000-55-55300-515340-00000000-	76467	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	107411	9/16/2025	55.98
	1000-55-55300-515340-00000000-	76359	FY25-Q4-PWS NON-BID ITEMS BLANKET	107411	9/16/2025	39.88
	Total Paid by Vendor					**25,019.45**
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11005558044	POP: 08/24/25-08/30/25 -FOR TEMPS FOR FY2025 ITS	107412	9/16/2025	2,240.00
	1000-17-17100-515370-00000000-	11005558038	POP: 08/24/25-08/30/25-TEMPS FOR FY2025 ITS	107412	9/16/2025	1,344.00
	1000-17-17100-515370-00000000-	11005558036	POP: 08/31/25-09/06/25 -FOR TEMPS FOR FY2025 ITS	107412	9/16/2025	1,792.00
	1000-17-17100-515370-00000000-	11005558048	POP: 08/31/25-09/06/25-FOR TEMPS FOR FY2025 ITS	107412	9/16/2025	1,792.00
	Total Paid by Vendor					**7,168.00**
J&N TACTICAL LLC	1000-41-41250-515340-00000000-	25-00452	SWAT SUPPLIES	107413	9/16/2025	2,400.00
	Total Paid by Vendor					**2,400.00**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-503621	POP: 08/20/25- HVAC & ACCESS CONTROLS	90008296	9/9/2025	208.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-503622	POP: 08/21/25 - HVAC & ACCESS CONTROLS	90008296	9/9/2025	520.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-503402	POP: 07/14/25-08/26/25- REPAIR AT CID	90008296	9/9/2025	3,157.66
	1000-14-14300-513010-00000000-	HUNTSVILLE-502981	POP: 07/29/25- HVAC & ACCESS CONTROLS	90008296	9/9/2025	624.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-503397	POP:06/26/25 - 07/25/25-SHOOTING RANGE GATE REPAIR	90008296	9/9/2025	4,662.66
	1000-14-14300-513010-00000000-	HUNTSVILLE-502886	POP: 07/21/25-08/14/25- HVAC & ACCESS CONTROLS	90008383	9/16/2025	4,130.40
	1000-14-14300-513010-00000000-	HUNTSVILLE-502980	POP: 07/28/25- HVAC & ACCESS CONTROLS	90008383	9/16/2025	416.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-502964	POP: 07/23/25-08/04/25- HVAC & ACCESS CONTROLS	90008383	9/16/2025	1,023.56
	1000-14-14300-513010-00000000-	HUNTSVILLE-503417	POP: 08/28/25-DECTRON STARTER REPLACEMENT - HAC	90008383	9/16/2025	1,160.35
	Total Paid by Vendor					**15,902.63**
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5850	POP 7/22/25-9/25/25 CEILING GRID WORK	90008310	9/9/2025	8,035.00
	Total Paid by Vendor					**8,035.00**
JAMES R HALL	1000-15-15100-513030-00000000-	76556	COM TX 090225/76556	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76556	COM TX 090225/76556	90008319	9/9/2025	29.70
	1000-15-15100-513030-00000000-	76557	COM TX 090225/76557	90008319	9/9/2025	29.70
	1000-15-15100-513030-00000000-	76557	COM TX 090225/76557	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76560	COM TX 090225/76560	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76568	COM TX 090225/76568	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76569	COM TX 090225/76569	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76570	COM TX 090225/76570	90008319	9/9/2025	65.00
	1000-15-15100-513030-00000000-	76593	COM TX 090225/76593	90008319	9/9/2025	100.00
	1000-15-15100-513030-00000000-	76672	COM TX 090225/76672	90008319	9/9/2025	65.00

1000-15-15100-513030-00000000-	76674	COM TX 090225/76674	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76681	COM TX 090225/76681	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76682	COM TX 090225/76682	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76683	COM TX 090225/76683	90008319	9/9/2025	100.00
1000-15-15100-513030-00000000-	76684	COM TX 090225/76684	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76684	COM TX 090225/76684	90008319	9/9/2025	29.70
1000-15-15100-513030-00000000-	76685	COM TX 090225/76685	90008319	9/9/2025	100.00
1000-15-15100-513030-00000000-	76685	COM TX 090225/76685	90008319	9/9/2025	39.60
1000-15-15100-513030-00000000-	76692	COM TX 090225/76692	90008319	9/9/2025	100.00
1000-15-15100-513030-00000000-	76693	COM TX 090225/76693	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76693	COM TX 090225/76693	90008319	9/9/2025	11.10
1000-15-15100-513030-00000000-	76695	COM TX 090225/76695	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76695	COM TX 090225/76695	90008319	9/9/2025	3.90
1000-15-15100-513030-00000000-	76720	COM TX 090225/76720	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76671	COM TX 090225/76671	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76853	COM TX 090225/76853	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76855	COM TX 090225/76855	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76973	COM TX 090225/76973	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	76973	COM TX 090225/76973	90008319	9/9/2025	18.60
1000-15-15100-513030-00000000-	77135	COM TX 090225/77135	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	77135	COM TX 090225/77135	90008319	9/9/2025	38.40
1000-15-15100-513030-00000000-	77136	COM TX 090225/77136	90008319	9/9/2025	100.00
1000-15-15100-513030-00000000-	77136	COM TX 090225/77136	90008319	9/9/2025	51.20
1000-15-15100-513030-00000000-	77137	COM TX 090225/77137	90008319	9/9/2025	100.00
1000-15-15100-513030-00000000-	77137	COM TX 090225/77137	90008319	9/9/2025	51.20
1000-15-15100-513030-00000000-	77139	COM TX 090225/77139	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	77139	COM TX 090225/77139	90008319	9/9/2025	38.40
1000-15-15100-513030-00000000-	77140	COM TX 090225/77140	90008319	9/9/2025	65.00
1000-15-15100-513030-00000000-	77140	COM TX 090225/77140	90008319	9/9/2025	38.40
1000-15-15100-513030-00000000-	75361	COM TX 090925/75361	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76552	COM TX 090925/76552	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76552	COM TX 090925/76552	90008397	9/16/2025	38.40
1000-15-15100-513030-00000000-	76553	COM TX 090925/76553	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76553	COM TX 090925/76553	90008397	9/16/2025	38.40
1000-15-15100-513030-00000000-	76554	COM TX 090925/76554	90008397	9/16/2025	100.00
1000-15-15100-513030-00000000-	76554	COM TX 090925/76554	90008397	9/16/2025	51.20
1000-15-15100-513030-00000000-	76575	COM TX 090925/76575	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76576	COM TX 090925/76576	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76579	COM TX 090925/76579	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76580	COM TX 090925/76580	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76581	COM TX 090925/76581	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76581	COM TX 090925/76581	90008397	9/16/2025	87.00
1000-15-15100-513030-00000000-	76584	COM TX 090925/76584	90008397	9/16/2025	100.00
1000-15-15100-513030-00000000-	76597	COM TX 090925/76597	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76598	COM TX 090925/76598	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76599	COM TX 090925/76599	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76600	COM TX 090925/76600	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76601	COM TX 090925/76601	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76602	COM TX 090925/76602	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76603	COM TX 090925/76603	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76619	COM TX 090925/76619	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76620	COM TX 090925/76620	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76620	COM TX 090925/76620	90008397	9/16/2025	38.40
1000-15-15100-513030-00000000-	76621	COM TX 090925/76621	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76621	COM TX 090925/76621	90008397	9/16/2025	38.40
1000-15-15100-513030-00000000-	76622	COM TX 090925/76622	90008397	9/16/2025	100.00
1000-15-15100-513030-00000000-	76623	COM TX 090925/76623	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76624	COM TX 090925/76624	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76625	COM TX 090925/76625	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76631	COM TX 090925/76631	90008397	9/16/2025	65.00
1000-15-15100-513030-00000000-	76632	COM TX 090925/76632	90008397	9/16/2025	65.00

	1000-15-15100-513030-00000000-	76634	COM TX 090925/76634	90008397	9/16/2025	65.00
	1000-15-15100-513030-00000000-	76635	COM TX 090925/76635	90008397	9/16/2025	65.00
	1000-15-15100-513030-00000000-	76635	COM TX 090925/76635	90008397	9/16/2025	38.70
	1000-15-15100-513030-00000000-	76731	COM TX 090925/76731	90008397	9/16/2025	65.00
	1000-15-15100-513030-00000000-	76981	COM TX 090925/76981	90008397	9/16/2025	65.00
	1000-15-15100-513030-00000000-	76981	COM TX 090925/76981	90008397	9/16/2025	38.40
	1000-15-15100-513030-00000000-	76982	COM TX 090925/76982	90008397	9/16/2025	65.00
	1000-15-15100-513030-00000000-	76982	COM TX 090925/76982	90008397	9/16/2025	38.40
	1000-15-15100-513030-00000000-	77166	COM TX 090925/77166	90008397	9/16/2025	65.00
	Total Paid by Vendor					**4,937.20**
JERRY PATE TURF AND IRRIGATION, INC.	1000-52-52100-520500-00000000-	626179	REELMASTER FOR LM	107414	9/16/2025	11,292.36
	Total Paid by Vendor					**11,292.36**
KASEY BECKER	1000-30-30400-515520-00000000-	40007	POP: 06/30/25-EMERGENCY MOBILE RESTROOM PUMPING	107261	9/9/2025	160.00
	1000-30-30400-515520-00000000-	40008	POP: 07/28/25-PUMP SERVICES-LIGHT UP THE NIGHT	107261	9/9/2025	160.00
	1000-52-52200-515340-00000000-	30372	POP:06/01/25-06/30/25- HAYS/GOLDSMITH/CASA	107415	9/16/2025	85.00
	1000-52-52400-515340-00000000-	40080	POP: 07/01/25-07/31/25- HAYS/GOLDSMITH/CASA	107415	9/16/2025	255.00
	1000-52-52400-515340-00000000-	30369	POP: 06/01/25-06/30/25- HAYS/GOLDSMITH/CASA	107415	9/16/2025	255.00
	1000-52-52200-515340-00000000-	40081	POP: 07/01/25-07/31/25- HAYS/GOLDSMITH/CASA	107415	9/16/2025	85.00
	1000-55-55400-515340-00000000-	40079	POP: 07/01/25-07/31/25-PORT-A-LET SERVICES FOR PWS	107415	9/16/2025	85.00
	Total Paid by Vendor					**1,085.00**
KATHLEEN A SKEMP ZIMMERMAN	1000-43-00000-515370-00000000-	SUB JUDGE-6/23/25	POP 6/23/25 SUB JUDGE SERVICES	107354	9/9/2025	306.25
	Total Paid by Vendor					**306.25**
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH-083125	POP: 08/05/25-08/26/25-EXERCISE CLASSES AT THE JLC	90008298	9/9/2025	90.60
	Total Paid by Vendor					**90.60**
KENWORTH OF HUNTSVILLE	1000-15-15100-513030-00000000-	0640657267	COM TX 091225/0640657267	107492	9/16/2025	161.23
	1000-15-15100-513030-00000000-	0640657267	COM TX 091225/0640657267	107492	9/16/2025	1,127.50
	1000-15-15100-513030-00000000-	0640657267	COM TX 091225/0640657267	107492	9/16/2025	245.30
	Total Paid by Vendor					**1,534.03**
KIM RODRIGUEZ	1000-00-00000-210101-00000000-	418239	Payment to Beneficiary of Deceased Employee	107263	9/9/2025	783.06
	Total Paid by Vendor					**783.06**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0203373550825	POP 8/20/25-9/19/25 FOR WOW SERVICES COH	107351	9/9/2025	565.21
	1000-17-17100-515070-00000000-	0196528880825	PoP 08/20/25-09/19/25 WOW SERVICES COH	107351	9/9/2025	105.98
	1000-17-17100-515070-00000000-	0194584020725	PoP 06/20/25-07/19/25 WOW SERVICES COH	107351	9/9/2025	631.09
	1000-17-17100-515070-00000000-	0194584020825	PoP 08/20/25-09/19/25 WOW SERVICES COH	107351	9/9/2025	631.09
	1000-17-17100-515070-00000000-	0194584020725A	POP:07/20/25-08/19/25 WOW SERVICES COH	107505	9/16/2025	631.09
	1000-17-17100-515070-00000000-	0194584020525A	POP:05/20/25-06/19/25 WOW SERVICES COH	107505	9/16/2025	556.09
	Total Paid by Vendor					**3,120.55**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	503939402	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	32.80
	1000-17-17100-515250-00000000-	503939049	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	121.90
	1000-17-17100-515250-00000000-	503939321	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	722.82
	1000-17-17100-515250-00000000-	503939047	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	32.80
	1000-17-17100-515250-00000000-	503938767	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	63.28
	1000-17-17100-515250-00000000-	503938766	POP: 08/01/25-08/31/25-COPIER SERVICES	107264	9/9/2025	44.80
	1000-17-17100-515250-00000000-	503886701	POP: 08/01/25-08/31/25KONICA MINOLTA COPIER SVC CO	107264	9/9/2025	163.53
	Total Paid by Vendor					**1,181.93**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 36488	POP: 09/01/25-09/30/25MID CITY MONTHLY MAINT - LM	90008300	9/9/2025	4,158.00
	Total Paid by Vendor					**4,158.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	257160	POP: 08/11/25 & 08/12/25- OUTSIDE LEGAL SERVICES	90008301	9/9/2025	260.00
	1000-18-00000-515372-00000000-	257155	POP: 08/19/25 & 08/29/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	292.50
	1000-18-00000-515372-00000000-	257156	POP: 08/18/25 & 08/28/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	162.50
	1000-18-00000-515372-00000000-	257154	POP: 08/01/25-08/04/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	2,792.50
	1000-18-00000-515372-00000000-	257153	POP: 08/01/25-08/28/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	1,270.00
	1000-18-00000-515372-00000000-	257158	POP: 08/06/25-08/27/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	1,852.50
	1000-18-00000-515372-00000000-	257152	POP: 08/07/25 & 08/28/2 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	457.50
	1000-18-00000-515372-00000000-	257161	POP: 08/06/25-08/29/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	5,425.00
	1000-18-00000-515372-00000000-	257162	POP: 08/01/25-08/29/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	1,785.00
	1000-18-00000-515372-00000000-	257164	BLANKET 08/14/25-08/27/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	380.00
	1000-18-00000-515372-00000000-	257166	POP: 08/06/25 08/26/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	292.50
	1000-18-00000-515372-00000000-	257168	POP: 08/07/25-08/28/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	14,637.50
	1000-18-00000-515372-00000000-	257170	POP: 08/07/25-08/22/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	227.50
	1000-18-00000-515372-00000000-	257171	POP: 08/04/25-08/29/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	2,060.00

	1000-18-00000-515372-00000000-	256041	POP: 08/05/25-08/22/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	4,647.50
	1000-18-00000-515372-00000000-	256038	POP: 08/28/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	650.00
	1000-18-00000-515372-00000000-	256034	POP: 08/01/25-08/30/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	20,260.00
	1000-18-00000-515372-00000000-	256036	POP: 08/01/25-08/29/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	5,720.00
	1000-18-00000-515372-00000000-	256040	POP: 08/06/25 & 08/19/25- OUTSIDE LEGAL SERVICES	90008301	9/9/2025	617.50
	1000-18-00000-515372-00000000-	256039	POP: 08/01/25 -08/25/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	4,842.50
	1000-18-00000-515372-00000000-	256043	POP: 08/05/25-08/13/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	617.50
	1000-18-00000-515372-00000000-	256027	POP: 08/18/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	32.50
	1000-18-00000-515372-00000000-	256031	POP: 08/01/25-08/14/25- OUTSIDE LEGAL SERVICES	90008301	9/9/2025	1,365.00
	1000-18-00000-515372-00000000-	256028	POP: 08/04/25-08/29/25- OUTSIDE LEGAL SERVICES	90008301	9/9/2025	1,950.00
	1000-18-00000-515372-00000000-	256030	POP: 08/05/25- OUTSIDE LEGAL SERVICES	90008301	9/9/2025	12.50
	1000-18-00000-515372-00000000-	256033	POP: 08/01/25-08/20/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	10,140.00
	1000-18-00000-515372-00000000-	256029	POP: 08/11/25 - OUTSIDE LEGAL SERVICES	90008301	9/9/2025	650.00
	1000-70-70200-515370-00000000-	246949	OUTSIDE LEGAL SERVICE-CODE ENFORCE(POPMAY 2025)	90008384	9/16/2025	37.50
	1000-70-70200-515370-00000000-	243723	OUTSIDE LEGAL SERV-CODE ENFOR(POP THRU APRIL2025)	90008384	9/16/2025	654.50
	1000-70-70200-515370-00000000-	243722	OUTSIDE LEGAL -CODE(POP 3404 OAKMONT THRU 4/25)	90008384	9/16/2025	734.50
	1000-70-70200-515370-00000000-	257236	OUTSIDE LEGAL-CODE (POP THRU 8/25 2505 NEWBY)	90008384	9/16/2025	724.00
	1000-18-00000-515372-00000000-	RES 25-580	CLOSING COSTS FMR FEDERAL COURTHOUSE (RES 25-580)	107357	9/12/2025	11,673.00
	Total Paid by Vendor					**97,223.50**
LAURA SKELTON	1000-19-00000-515190-00000000-	SETTL FY2025-191	SETTLEMENT CLAIM FY2025-191	107266	9/9/2025	518.28
	Total Paid by Vendor					**518.28**
LED ORANGE LLC	1000-74-74400-515370-00000000-	2025.08.030	POP:09/05/25 & 09/06/25- LAUNCHPAD PRODUCTION	90008302	9/9/2025	9,000.00
	Total Paid by Vendor					**9,000.00**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-001476955	POP:08/28/25- REPLACE (1) 2" AMES BACKFLOW DEVICE	107267	9/9/2025	4,072.91
	Total Paid by Vendor					**4,072.91**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1100188144	RISK DATA MANAGEMENT (AUGUST 2025 REPORT)	107268	9/9/2025	260.32
	Total Paid by Vendor					**260.32**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 8/31/2025	PPE 8/31/25 VOLUNTARY AD&D INSURANCE PREMIUMS	90008303	9/9/2025	1,601.44
	1000-00-00000-210230-00000000-	860053256 8/31/2025	PPE 8/31/25 VOLUNTARY TERM LIFE INS PREMIUMS	90008303	9/9/2025	23,105.60
	Total Paid by Vendor					**24,707.04**
LISA WARNER	1000-50-00000-515163-00000000-	111417	POP:08/26/25-LISP & MEDICAL, SICK/INJURED ANIMALS	107408	9/16/2025	20.00
	1000-50-00000-515163-00000000-	111471	POP:09/03/25-LISP & MEDICAL, SICK/INJURED ANIMALS	107408	9/16/2025	160.00
	1000-50-00000-515163-00000000-	111418	POP:08/26/25-LISP & MEDICAL, SICK/INJURED ANIMALS	107408	9/16/2025	160.00
	1000-50-00000-515163-00000000-	111472	POP:09/03/25-LISP & MEDICAL, SICK/INJURED ANIMALS	107408	9/16/2025	110.00
	Total Paid by Vendor					**450.00**
LISA WOOTTEN FRANKLIN	1000-41-41101-515340-00000000-	TRIAL- AUGUST 21, 25	COURT TRANSCRIPT FOR INTERNAL AFFAIRS	107269	9/9/2025	135.00
	Total Paid by Vendor					**135.00**
LUMOS HOLDINGS US ACQUISITION CO	1000-30-30200-515340-00000000-	7949729	REPLACEMENT PARTS FOR FITNESS EQUIPMENT-MARK RUSS	107420	9/16/2025	37.12
	Total Paid by Vendor					**37.12**
MADISON COUNTY	1000-00-00000-231502-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107273	9/9/2025	25,527.93
	Total Paid by Vendor					**25,527.93**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	44.30
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	44.30
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	132.90
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	147.54
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	10.10
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	10.60
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	7.05
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	44.30
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	720.39
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	94.92
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	517.49
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	356.35
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	111.04
	1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	394.94

1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	9.06
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	183.75
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	71.70
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	140.62
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	52.71
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	19.32
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	117.04
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	237.41
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	85.62
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	833.77
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	230.30
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	48.99
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	36.06
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	80.16
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	72.13
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	18.41
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	41.74
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	19.27
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	6.94
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	17.03
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	16.32
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	31.99
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	86.47
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	168.88
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	513.26
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	116.08
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	425.94
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	356.68
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	35.39
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	27.57
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	51.24
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	42.59
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	28.15
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	32.47
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	24.34
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	108.85
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	26.30
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	27.32
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	42.99
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	947.48
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	99.95
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	229.30
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1000-52-52100-514010-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	10.98
1000-52-52100-514010-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	147.01
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	214.47
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	2.63
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	15.00
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	5.23
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	87.87
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	11.73
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	80.85
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	4.97

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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	21.92
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	54.10
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	284.81
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	1.71
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	53.16
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	21.89
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	11.86
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	64.55
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1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	14.33
1000-15-15100-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	44.30
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	23.95
1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	23.95
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	11.19
1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	264.59
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	398.65
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	920.59
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	25.23
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	7.05

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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	147.54
1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	11.56
1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	5.94
1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	5.53
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1000-15-15100-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	250.95
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1000-55-55400-514010-00000000-	274306	FY25 Q4-VARIOUS FLUIDS,AUTO-BLANKET	107274	9/9/2025	89.32
1000-55-55400-514010-00000000-	274450	FY25 Q4-VARIOUS FLUIDS,AUTO-BLANKET	107274	9/9/2025	263.22
1000-55-55400-514010-00000000-	274610	FY25 Q4-VARIOUS FLUIDS,AUTO-BLANKET	107274	9/9/2025	26.60
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	7.05
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	60.72
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	7.05
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	44.30
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	629.92
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	47.90
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	150.86
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	260.66
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	93.80
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	294.08
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	7.24
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	189.70
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1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	9.48
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	11.19
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	9.69
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	135.92
1000-15-15100-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	325.32
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1000-15-15100-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	102.54
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		1000-15-15100-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	36.87
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		1000-55-55400-514010-00000000-	275296	FY25 Q4-VARIOUS FLUIDS,AUTO-BLANKET	107421	9/16/2025	126.48
		Total Paid by Vendor					**116,633.29**
	MADISON COUNTY CIRCUIT COURT	1000-00-00000-231400-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107271	9/9/2025	3,329.20
		1000-00-00000-231401-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107270	9/9/2025	3,339.20
		Total Paid by Vendor					**6,668.40**
	MADISON COUNTY COMMISSION	1000-00-00000-231403-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107272	9/9/2025	1,334.00
		Total Paid by Vendor					**1,334.00**
	MARK B HASTINGS	1000-43-00000-515370-00000000-	09/04/25-1ST SESSION	POP: 09/04/25- DDC INSTRUCTOR MARK HASTINGS	107252	9/9/2025	100.00
		Total Paid by Vendor					**100.00**
	MARTY THOMAS	1000-30-30400-515340-00000000-	13605	POP: 07/25/25-GLOW FOAM PARTY, LIGHT UP THE NIGHT	107422	9/16/2025	1,400.00
		Total Paid by Vendor					**1,400.00**
	MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	24055872	CREDIT FOR INV 23969426	107423	9/16/2025	-468.50
		1000-42-42100-515340-00000000-	24055872	CREDIT FOR INV 23969426	107423	9/16/2025	-0.10
		1000-42-42100-515340-00000000-	23969426	MEDICAL SUPPLIES FOR RESTOCK	107423	9/16/2025	645.77

	1000-42-42100-515340-00000000-	23969426	MEDICAL SUPPLIES FOR RESTOCK	107423	9/16/2025	0.10
	1000-42-42100-515340-00000000-	24324419	MEDICATIONS FOR ALS	107423	9/16/2025	73.72
	Total Paid by Vendor					**250.99**
MELANIE E JOHNSON	1000-30-30600-515520-00000000-	TATAEEZEE-082725	POP: 08/18/25- 08/26/25-SCOREKEEPERS	90008333	9/9/2025	612.00
	1000-30-30600-515520-00000000-	TATAEEZEE-090925	POP:09/02/25-09/09/25- SOFTBALL-SCOREKEEPERS	90008408	9/16/2025	576.00
	Total Paid by Vendor					**1,188.00**
MET ONE INSTRUMENTS, INC.	1000-73-73200-520500-00000000-	209352	E- SAMPLERS AND ACCESSORIES (SOLE SOURCE)	107276	9/9/2025	18,943.84
	Total Paid by Vendor					**18,943.84**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	417637	Payroll Run 1 - Warrant 250831	107194	9/4/2025	2,722.00
	Total Paid by Vendor					**2,722.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	417651	Payroll Run 1 - Warrant 250831	107195	9/4/2025	1,102.07
	Total Paid by Vendor					**1,102.07**
MINISTRY BRANDS, LLC	1000-17-17100-515250-00000000-	133769	POP: 09/01/25-09/30/25 RAPIDCAST OVERAGE COSTS COH	107277	9/9/2025	300.64
	Total Paid by Vendor					**300.64**
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	417650	Payroll Run 1 - Warrant 250831	107196	9/4/2025	113.09
	Total Paid by Vendor					**113.09**
MOBILE COMMUNICATIONS AMERICA INC	1000-15-15100-513030-00000000-	762007549-2	COM TX 090825/762007549-2	90008308	9/9/2025	94.00
	1000-17-17100-515070-00000000-	80161863	POP 9/1/25-9/30/25 MCA 400MHZ RADIOS COH	90008388	9/16/2025	993.17
	1000-15-15100-513030-00000000-	762007346-1	COM TX 091225/762007346-1	90008388	9/16/2025	2,440.00
	1000-15-15100-513030-00000000-	762007346-1	COM TX 091225/762007346-1	90008388	9/16/2025	460.00
	1000-15-15100-513030-00000000-	762007496-1	COM TX 091225/762007496-1	90008388	9/16/2025	2,550.00
	1000-15-15100-513030-00000000-	762007496-1	COM TX 091225/762007496-1	90008388	9/16/2025	460.00
	Total Paid by Vendor					**6,997.17**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV076	POP 8/16/25-8/30/25 ENCAMPMENT & WATERWAY MGMT	90008309	9/9/2025	19,790.00
	Total Paid by Vendor					**19,790.00**
MOTOROLA SOLUTIONS	1000-00-00000-140200-00000000-	8230535317	POP 10/01/25-09/30/26 SOLUTIONS II MANAGED SER	107278	9/9/2025	80,449.20
	1000-42-42100-520500-00000000-	8282195131	CHARGERS FOR FIRE RADIOS	107426	9/16/2025	178.60
	1000-42-42100-520500-00000000-	8282196090	CHARGERS FOR FIRE RADIOS	107427	9/16/2025	13,505.21
	1000-41-41110-515340-00000000-	1187155430	NAMACC LPR'S	107426	9/16/2025	298,908.55
	Total Paid by Vendor					**393,041.56**
NAPS INC	1000-16-16100-515370-00000000-	7812	POP 8/1/25-8/31/25 BACKGROUND CHECKS	107279	9/9/2025	924.45
	Total Paid by Vendor					**924.45**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	417644	Payroll Run 1 - Warrant 250831	107179	9/3/2025	102,163.10
	Total Paid by Vendor					**102,163.10**
NEW YORK LIFE INSURANCE COMPANY	1000-19-00000-515190-00000000-	SETTL CL FY24-87	SETTLEMENT CLAIM FY24-87-GAL AD LITEM	107428	9/16/2025	45,530.59
	Total Paid by Vendor					**45,530.59**
NEXAIR LLC	1000-55-55400-515340-00000000-	0013626617	POP 8/1/25-8/31/25 CYLINDER MAINTENANCE	107280	9/9/2025	185.49
	1000-15-15100-515340-00000000-	0013626620	POP 8/1/25-/8/31/25 CYLINDER RENTAL/MAINT	107280	9/9/2025	742.89
	1000-15-15100-515340-00000000-	0013687722	POP 9/8/25 FORKLIFT PROPANE,WELDING,NITROGEN	107429	9/16/2025	23.76
	1000-75-75200-515340-00000000-	0013609570	CYLINDER MAINTENANCE ***BLANKET PO***	107429	9/16/2025	84.28
	Total Paid by Vendor					**1,036.42**
NORTH ALABAMA GAS DISTRICT	1000-14-14100-515700-00000000-	1120600825	POP 07/10/2025-08/08/2025 NORTH ALABAMA GAS	107281	9/9/2025	69.32
	Total Paid by Vendor					**69.32**
NORTH ALABAMA VETERINARY EMERGENCY & SPECIALTY	1000-50-00000-515370-00000000-	608512	POP 8/19/25 AFTER HOURS EMERGENCY VET	107430	9/16/2025	281.92
	1000-50-00000-515370-00000000-	608519	POP 8/19/25 AFTER HOURS EMERGENCY VET	107430	9/16/2025	64.08
	1000-50-00000-515370-00000000-	608599	POP 9/5/25 AFTER HOURS EMERGENCY VET	107430	9/16/2025	64.08
	1000-50-00000-515370-00000000-	608740	POP 8/23/25 AFTER HOURS EMERGENCY VET	107430	9/16/2025	158.44
	1000-50-00000-515370-00000000-	608523	POP 8/3/25 AFTER HOURS EMERGENCY VET	107430	9/16/2025	66.86
	Total Paid by Vendor					**635.38**
OCCUPATIONAL HEALTH GROUP	1000-16-16300-515370-00000000-	269423	POP 6/1/25-6/30/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	110.00
	1000-16-16300-515370-00000000-	269430	POP 6/1/25-6/30/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	3,387.00
	1000-16-16300-515370-00000000-	269447	POP 5/20/25-5/30/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	198.00
	1000-16-16300-515370-00000000-	270160	POP 5/23/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	82.66
	1000-16-16300-515370-00000000-	272036	POP 2/28/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	49.50
	1000-16-16300-515370-00000000-	272037	POP 3/28/25-3/31/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	99.00
	1000-16-16300-515370-00000000-	272039	POP 4/27/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	49.50
	1000-16-16300-515370-00000000-	272321	POP 6/25/25-6/30/25 HEALTHGROUP OF AL OHG HSV	107283	9/9/2025	247.50
	1000-16-16300-515370-00000000-	275068	POP:07/25/25 HEALTHGROUP OF AL OHG HSV	107432	9/16/2025	49.50
	1000-16-16300-515370-00000000-	275044	POP:08/05/25-08/26/25 HEALTHGROUP OF AL OHG HSV	107432	9/16/2025	1,016.66
	1000-16-16300-515370-00000000-	273572	POP:07/18/25 HEALTHGROUP OF AL OHG HSV	107432	9/16/2025	55.00
	Total Paid by Vendor					**5,344.32**

OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-010825	POP 7/18/25-8/18/25 FIRE STATION 19 WATER SERVICE	107435	9/16/2025	19.12
	1000-14-14100-515700-00000000-	010-01146-010825	POP 7/18/25-8/18/25 FIRE STATION 19 WATER SERVICE	107435	9/16/2025	429.71
	1000-14-14100-515700-00000000-	010-01147-010825	POP 7/18/25-8/18/25 FIRE STATION 19 WATER SERVICE	107435	9/16/2025	19.12
	Total Paid by Vendor					**467.95**
OFFICE FURNITURE OUTLET INC	1000-41-41110-515340-00000000-	40286	NAMACC FURNITURE	107282	9/9/2025	7,419.05
	1000-41-41110-515340-00000000-	40310	NAMACC FURNITURE	107431	9/16/2025	302.50
	Total Paid by Vendor					**7,721.55**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRIAL AUG 2025	PRETRIAL AUGUST 2025	107291	9/9/2025	217.00
	Total Paid by Vendor					**217.00**
ON LINE INFORMATION SERVICE INC	1000-18-00000-515340-00000000-	133900925	POP 8/1/25-9/30/25 ONLINE COURT SERVICES	107434	9/16/2025	319.00
	1000-16-16100-515370-00000000-	13402-0925	POP:09/01/25-09/30/25-BACKGROUND CKS PROCESSED, HR	107433	9/16/2025	137.00
	Total Paid by Vendor					**456.00**
PARKER TECHNOLOGY LLC	1000-17-17100-515250-00000000-	51442	POP 9/1/25-9/30/25 ANSWERING SERVICE PK GARAGES	107285	9/9/2025	85.83
	1000-17-17100-515250-00000000-	51746	POP 9/1/25-9/30/25 ANSWERING SERVICE PK GARAGES	107285	9/9/2025	4,873.16
	Total Paid by Vendor					**4,958.99**
PARTEK SOLUTIONS	1000-41-41100-515340-00000000-	51950181	THERMAL PAPER FOR SUPPLY	107286	9/9/2025	4,470.00
	Total Paid by Vendor					**4,470.00**
PASSPORT LABS INC	1000-53-53100-515044-00000000-	INV-1055190	POP 8/1/25-8/31/25 MOBILE PAY PARKING 2025	107437	9/16/2025	2,102.25
	Total Paid by Vendor					**2,102.25**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	112421	TIRE - 1460716	107288	9/9/2025	3,178.68
	Total Paid by Vendor					**3,178.68**
PIERCE AEROSPACE	1000-41-41110-515340-00000000-	1317	POP:09/01/25-08/31/26 DRONE RADAR SERVICE	107439	9/16/2025	8,399.65
	Total Paid by Vendor					**8,399.65**
PIONEER MANUFACTURING COMPANY INC	1000-52-52300-513010-00000000-	INV-267571	WHITE & BLUE PAINT FOR FIELDS - SPORTS	107440	9/16/2025	5,950.00
	Total Paid by Vendor					**5,950.00**
PJH CLEANING, INC.	1000-14-14310-515370-00000000-	090125-223	POP: 08/31/25-09/01/25-JANITORIAL SERVICES	90008314	9/9/2025	183,693.64
	1000-14-14310-515370-00000000-	090125-223-A	POP: 09/01/25-09/30/25 - JANITORIAL SERVICES	90008391	9/16/2025	31,895.40
	Total Paid by Vendor					**215,589.04**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	24799	POP 8/13/25 ROOF REPAIRS	107290	9/9/2025	1,046.66
	1000-14-14300-513010-00000000-	24800	POP 8/22/25 ROOF REPAIRS	107290	9/9/2025	2,445.75
	1000-14-14300-513010-00000000-	24922	POP 8/18/25-9/3/25 ROOF REPAIRS	107441	9/16/2025	261.60
	1000-14-14300-513010-00000000-	24923	POP 8/13/25-9/3/25 ROOF REPAIRS	107441	9/16/2025	292.69
	1000-14-14300-513010-00000000-	24921	POP 7/23/25-9/3/25 ROOF REPAIRS	107441	9/16/2025	634.89
	1000-14-14300-513010-00000000-	24920	POP 8/14/25-9/3/25 ROOF REPAIRS	107441	9/16/2025	448.61
	Total Paid by Vendor					**5,130.20**
PRAIRIE MOON NURSERY	1000-52-52900-515010-00000000-	2520608100	FALL PLANTS FOR SPECIAL EVENTS	90008315	9/9/2025	4,034.96
	1000-52-52900-515340-00000000-	2524532500	WILDFLOWER SEEDS FOR PARK AREAS - GT	90008392	9/16/2025	2,145.00
	Total Paid by Vendor					**6,179.96**
PRECISION DELTA GROUP	1000-41-41100-515340-00000000-	34137	9MM PRACTICE AMMO	107442	9/16/2025	41,337.54
	Total Paid by Vendor					**41,337.54**
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518040-00000000-	272243	POP 9/1/25-9/30/25 PREMISEHEALTH RETIREE PROGRAM	90008393	9/16/2025	43,837.80
	1000-16-16300-518010-00000000-	273841	POP 8/1/25-8/31/25 PREMISE HEALTH MEDICAL	90008393	9/16/2025	113,545.20
	1000-16-16300-518020-00000000-	273841	POP 8/1/25-8/31/25 PREMISE HEALTH MEDICAL	90008393	9/16/2025	22,687.19
	Total Paid by Vendor					**180,070.19**
PRO ELECTRIC INC	1000-50-00000-515340-00000000-	W43739	POP 6/11/25-8/19/25 ELECTRICAL OFFICES RENOVATION	90008316	9/9/2025	4,578.55
	1000-15-15100-513010-00000000-	W43704	POP 5/20/25-8/22/25 POWER TO FLTHVY3 TRANSIT BAY	90008394	9/16/2025	10,428.42
	1000-14-14300-513010-00000000-	W43716	POP 5/1/25-6/24/25 ELECTRICAL REPAIRS	90008394	9/16/2025	2,095.59
	1000-14-14300-513010-00000000-	W43736	POP 7/14/25-8/6/25 ELECTRICAL REPAIRS	90008394	9/16/2025	1,552.50
	1000-14-14300-513010-00000000-	W43737	POP 7/14/25-8/8/25 ELECTRICAL REPAIRS	90008394	9/16/2025	3,733.92
	1000-14-14300-513010-00000000-	W43738	POP 7/14/25-8/8/25 ELECTRICAL REPAIRS	90008394	9/16/2025	1,348.90
	1000-14-14300-513010-00000000-	W43741	POP 7/15/25-8/11/25 ELECTRICAL REPAIRS	90008394	9/16/2025	1,452.95
	1000-14-14300-513010-00000000-	W43747	POP 8/8/25-8/14/25 ELECTRICAL REPAIRS	90008394	9/16/2025	1,140.00
	1000-14-14300-513010-00000000-	W43748	POP 8/11/25-8/15/25 ELECTRICAL REPAIRS	90008394	9/16/2025	2,542.50
	1000-15-15100-513010-00000000-	W43746	POP 8/11/25-8/22/25 INSTALL CORD REELS FLTHVY3	90008394	9/16/2025	15,029.72
	1000-14-14300-513010-00000000-	W43750	POP 8/15/25-9/5/25 ELECTRICAL REPAIRS	90008394	9/16/2025	746.25
	1000-14-14300-513010-00000000-	W43751	POP 8/18/25-8/22/25 ELECTRICAL REPAIRS	90008394	9/16/2025	1,615.00
	1000-14-14300-513010-00000000-	W43759	POP 8/28/25-9/5/25 ELECTRICAL REPAIRS	90008394	9/16/2025	341.25
	1000-14-14300-513010-00000000-	W43752	POP:08/21/25-08/28/25 ELECTRICAL REPAIRS	90008394	9/16/2025	4,481.03
	Total Paid by Vendor					**51,086.58**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	102944	POP 4/18/25 CID CHILLER PM	90008317	9/9/2025	593.04
	1000-14-14300-513010-00000000-	102939	POP 7/21/25-8/14/25 HVAC REPAIRS	90008317	9/9/2025	1,558.84

	1000-14-14300-513010-00000000-	102948	POP 6/26/25-7/17/25 RTU-14 REPAIR	90008317	9/9/2025	1,014.36
	1000-14-14300-513010-00000000-	102950	POP 8/13/25-8/20/25 HVAC REPAIRS	90008317	9/9/2025	1,181.19
	1000-14-14300-513010-00000000-	102949	POP 7/25/25-8/20/25 HVAC REPAIRS	90008395	9/16/2025	445.14
	1000-14-14300-513010-00000000-	102961	POP 8/11/25-8/12/25 HVAC REPAIRS	90008395	9/16/2025	227.90
	1000-14-14300-513010-00000000-	102938	POP 8/16/25 HVAC REPAIRS	90008395	9/16/2025	216.00
	1000-14-14300-513010-00000000-	102940	POP 8/12/25-8/20/25 HVAC REPAIRS	90008395	9/16/2025	144.00
	1000-14-14300-513010-00000000-	102945	POP 7/24/25-7/30/25 HVAC REPAIRS	90008395	9/16/2025	741.79
	1000-14-14300-513010-00000000-	102947	POP 12/18/24-8/20/25 HVAC REPAIRS	90008395	9/16/2025	3,255.48
	1000-14-14300-513010-00000000-	102995	POP 8/22/25-9/3/25 JOHNSON LEGACY COMPLEX	90008395	9/16/2025	6,445.80
	1000-14-14300-513010-00000000-	102976	POP: 08/27/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	443.65
	1000-14-14300-513010-00000000-	102977	POP: 08/08/25-08/27/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	1,553.56
	1000-14-14300-513010-00000000-	102978	POP: 08/27/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	144.00
	1000-14-14300-513010-00000000-	102982	POP: 08/19/25-08/21/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	1,911.68
	1000-14-14300-513010-00000000-	102993	POP: 08/12/25-08/25/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	1,182.50
	1000-14-14300-513010-00000000-	102979	POP: 07/22/25-08/26/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	680.00
	1000-14-14300-513010-00000000-	102951	POP: 06/16/25-08/22/25 2025 BLNKT HVAC REPAIRS	90008395	9/16/2025	2,698.63
	Total Paid by Vendor					**24,437.56**
QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	12057	POP 9/1/25-9/30/25 LANDSCAPE - MARK RUSSELL	107292	9/9/2025	595.00
	Total Paid by Vendor					**595.00**
QUALITY GLASS CO	1000-14-14300-513010-00000000-	50961	POP 4/16/25-8/4/25 GLASS REPAIRS	107443	9/16/2025	847.50
	Total Paid by Vendor					**847.50**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND #34109	REFUND FOR OVERPAYMENT ON SALES TAX #34109	107466	9/16/2025	5,850.00
	1000-00-00000-110008-00000000-	REF 24T0009505		107297	9/9/2025	71.00
	1000-00-00000-110008-00000000-	REF 11211633		107298	9/9/2025	309.00
	1000-00-00000-110008-00000000-	REF 11129220		107296	9/9/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 25T0027569		107299	9/9/2025	36.00
	1000-00-00000-110008-00000000-	REF 24T0028147		107307	9/9/2025	750.00
	1000-12-00000-410100-00000000-	REFUND #25607	REFUND FOR OVERPAYMENT OF BL 25607	107302	9/9/2025	31.46
	1000-00-00000-110008-00000000-	REF 11227391		107300	9/9/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 23T0001003		107306	9/9/2025	111.00
	1000-00-00000-130205-00000000-	REFUND #559	REFUND FOR SALES TAX #559	107305	9/9/2025	11,193.47
	1000-00-00000-110008-00000000-	REF 24T0024946		107460	9/16/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 25T0014452		107449	9/16/2025	86.00
	1000-00-00000-110008-00000000-	REF 25T0007425		107448	9/16/2025	75.00
	1000-30-30253-422133-00000000-	REFUND #88581268	PATRON PD FOR RESERVATION, BUTLER SNOW, NOT APPROV	107295	9/9/2025	60.00
	1000-00-00000-110008-00000000-	REF 25T0014701		107457	9/16/2025	500.00
	1000-00-00000-110008-00000000-	REF 24T0023909/11/13	REFUND BOND ON CASES# 24T0023909/11/13	107304	9/9/2025	1,600.00
	1000-53-00000-420200-PK1051XX-	REFUND-PARKING D	REFUND FOR PARKING GARAGE D	107308	9/9/2025	5.00
	1000-00-00000-110008-00000000-	REF 25T0012755	REFUND BOND ON CASE# 25T0012755	107301	9/9/2025	636.00
	1000-00-00000-110008-00000000-	1120929325T0005151/3		107462	9/16/2025	1,011.00
	1000-00-00000-110008-00000000-	REF 24T0007290/291		107463	9/16/2025	1,300.00
	1000-00-00000-110008-00000000-	REF 25T0010393/394		107464	9/16/2025	1,300.00
	1000-00-00000-110008-00000000-	REF 11223450		107459	9/16/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 24T0024885		107456	9/16/2025	452.00
	1000-00-00000-110008-00000000-	REF 11210969		107451	9/16/2025	236.00
	1000-00-00000-110008-00000000-	24T0016197/OV000081	REFUND BOND ON CASES# 24T0016197 & 24OV000081	107458	9/16/2025	800.00
	1000-00-00000-130205-00000000-	REFUND #44097	REFUND, OVERPAYMENT OF IA APPLIED TO RTN ALREADY	107447	9/16/2025	4,280.09
	1000-00-00000-130205-00000000-	REFUND #39022	REF, RTN ADDING TT, CHANGING AMT DUE, FEB/MAR/APR	107444	9/16/2025	4.81
	1000-00-00000-130205-00000000-	REFUND #5377	AMENDED RETURN MAY 2024 TP #5377	107455	9/16/2025	380.27
	1000-00-00000-130205-00000000-	REFUND #11816	REF, AMENDED RTN , RESULTING IN CM FOR FEB 2022	107446	9/16/2025	3,132.50
	1000-00-00000-110008-00000000-	REF 24T0035582B		107450	9/16/2025	108.00
	1000-00-00000-110008-00000000-	REF 11169661		107461	9/16/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 23T0000452		107452	9/16/2025	300.00
	1000-00-00000-110008-00000000-	23OV000682/T0011909		107465	9/16/2025	2,000.00
	1000-00-00000-110008-00000000-	REF 24OV000077		107453	9/16/2025	300.00
	1000-00-00000-110008-00000000-	REF 23T0003670		107454	9/16/2025	300.00
	1000-12-00000-410100-00000000-	REFUND #21766	REFUND#21766 BL SCHEDULE CHANGED AT RENEWAL	107445	9/16/2025	205.75
	1000-00-00000-220450-00000000-	PB# 102922	REF-PB# 102922-NATURES WALK PH 1	107467	9/16/2025	240,561.97
	Total Paid by Vendor					**282,986.32**
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001173803	POP 8/1/25-8/31/25 LM REFUSE CONTAINER SERVICES	107309	9/9/2025	404.25
	1000-52-52300-515730-00000000-	0979-001173803	POP 8/1/25-8/31/25 LM REFUSE CONTAINER SERVICES	107309	9/9/2025	404.25

	1000-52-52500-515730-00000000-	0979-001173803	POP 8/1/25-8/31/25 LM REFUSE CONTAINER SERVICES	107309	9/9/2025	269.50
	1000-52-52600-515730-00000000-	0979-001173803	POP 8/1/25-8/31/25 LM REFUSE CONTAINER SERVICES	107309	9/9/2025	269.50
	1000-52-52700-515730-00000000-	0979-001173803	POP 8/1/25-8/31/25 LM REFUSE CONTAINER SERVICES	107309	9/9/2025	404.25
	1000-55-55400-515730-00000000-	0979-001176678	POP 8/12/25 FOR 30YD ROLL OFF-MAINT	107309	9/9/2025	358.00
	Total Paid by Vendor					**2,109.75**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	417639	Payroll Run 1 - Warrant 250831	107182	9/3/2025	1,427,435.99
	Total Paid by Vendor					**1,427,435.99**
RICHARD K LAO	1000-41-41100-515670-00000000-	81	POP 8/22/25-9/5/25 UNIFORM ALTERATIONS	107275	9/9/2025	70.00
	Total Paid by Vendor					**70.00**
RML HUNTSVILLE CHEVROLET LLC	1000-41-41201-515340-00000000-	217851	PRECINCT SURVEILLANCE CAR	107419	9/16/2025	7,093.20
	Total Paid by Vendor					**7,093.20**
ROSE MARY JEFFRIES	1000-30-30200-515370-00000000-	R.JEFFRIES 082725	POP: 08/06/25-08/27/25-ZUMBA INSTRUCTOR, CHALLENGE	90008320	9/9/2025	100.00
	Total Paid by Vendor					**100.00**
RUSSELL CLINICS, LLC	1000-41-41250-515160-00000000-	423795	POP 9/2/25 K9 VET BILLS	90008398	9/16/2025	155.80
	1000-41-41250-515160-00000000-	423796	POP 9/2/25 K9 VET BILLS	90008398	9/16/2025	153.70
	1000-41-41250-515160-00000000-	423797	POP 9/2/25 K9 VET BILLS	90008398	9/16/2025	155.80
	1000-41-41250-515160-00000000-	423798	POP 9/2/25 K9 VET BILLS	90008398	9/16/2025	100.38
	Total Paid by Vendor					**565.68**
RYAN & ROUSE, LLC	1000-43-00000-515043-00000000-	24T0023316	POP: 10/03/24-06/26/25-LEGAL ATTORNEY SERVICES	107470	9/16/2025	497.00
	1000-43-00000-515043-00000000-	25T0012684,83,112001	POP: 05/22/25-08/13/25- LEGAL ATTORNEY SERVICES	107470	9/16/2025	196.00
	1000-43-00000-515043-00000000-	24T0028458	POP: 03/24/25-08/20/25-LEGAL ATTORNEY SERVICES	107470	9/16/2025	245.00
	1000-43-00000-515043-00000000-	11214198-200	POP: 05/31/23-08/13/25-LEGAL ATTORNEY SERVICES	107470	9/16/2025	336.00
	1000-43-00000-515043-00000000-	25T0012824,26	POP: 06/09/25-08/13/25 - LEGAL ATTORNEY SERVICES	107470	9/16/2025	210.00
	1000-19-00000-515190-00000000-	SETTL CL FY24-87	SETTLEMENT CLAIM FY24-87	107471	9/16/2025	29,469.41
	1000-43-00000-515043-00000000-	24T0031546	POP: 11/12/24-08/04/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	567.00
	1000-43-00000-515043-00000000-	25T0017149,50	POP: 06/16/25-07/09/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	175.00
	1000-43-00000-515043-00000000-	25T00149131,10,12	POP: 05/28/25-09/03/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	238.00
	1000-43-00000-515043-00000000-	24T0031547	POP: 07/15/25-08/26/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	161.00
	1000-43-00000-515043-00000000-	24T003224	POP: 03/06/25-08/200/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	210.00
	1000-43-00000-515043-00000000-	25T0014023	POP: 05/19/25-08/27/25 -LEGAL ATTORNEY SERVICES	107470	9/16/2025	203.00
	1000-43-00000-515043-00000000-	25T0015007	POP: 07/08/25 - 09/03/25-LEGAL ATTORNEY SERVICES	107470	9/16/2025	343.00
	Total Paid by Vendor					**32,850.41**
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230024439	COM TX 090225/4230024439	90008263	9/9/2025	1,055.12
	1000-15-15100-513030-00000000-	4230024508	COM TX 090225/4230024508	90008263	9/9/2025	85.00
	1000-15-15100-513030-00000000-	4230024508	COM TX 090225/4230024508	90008263	9/9/2025	152.00
	1000-15-15100-513030-00000000-	4230024542	COM TX 090225/4230024542	90008263	9/9/2025	38.00
	1000-15-15100-513030-00000000-	4230024553	COM TX 090225/4230024553	90008263	9/9/2025	85.00
	1000-15-15100-513030-00000000-	4230024553	COM TX 090225/4230024553	90008263	9/9/2025	28.00
	1000-15-15100-513030-00000000-	4230024553	COM TX 090225/4230024553	90008263	9/9/2025	143.87
	1000-15-15100-513030-00000000-	4230024553	COM TX 090225/4230024553	90008263	9/9/2025	4.00
	1000-15-15100-513030-00000000-	4230024558	COM TX 090225/4230024558	90008263	9/9/2025	15.00
	1000-15-15100-513030-00000000-	4230024561	COM TX 090225/4230024561	90008263	9/9/2025	85.00
	1000-15-15100-513030-00000000-	4230024561	COM TX 090225/4230024561	90008263	9/9/2025	55.00
	1000-15-15100-513030-00000000-	4230024561	COM TX 090225/4230024561	90008263	9/9/2025	569.98
	1000-15-15100-513030-00000000-	4230024561	COM TX 090225/4230024561	90008263	9/9/2025	15.00
	1000-15-15100-513030-00000000-	4230024641	COM TX 090225/4230024641	90008263	9/9/2025	85.00
	1000-15-15100-513030-00000000-	4230024641	COM TX 090225/4230024641	90008263	9/9/2025	33.00
	1000-15-15100-513030-00000000-	4230024698	COM TX 090225/4230024698	90008263	9/9/2025	160.00
	1000-15-15100-513030-00000000-	4230024756	COM TX 090925/4230024756	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024756	COM TX 090925/4230024756	90008353	9/16/2025	28.00
	1000-15-15100-513030-00000000-	4230024789	COM TX 090925/4230024789	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024789	COM TX 090925/4230024789	90008353	9/16/2025	65.00
	1000-15-15100-513030-00000000-	4230024792	COM TX 090925/4230024792	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024792	COM TX 090925/4230024792	90008353	9/16/2025	38.00
	1000-15-15100-513030-00000000-	4230024901	COM TX 090925/4230024901	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024901	COM TX 090925/4230024901	90008353	9/16/2025	33.00
	1000-15-15100-513030-00000000-	4230024902	COM TX 090925/4230024902	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024902	COM TX 090925/4230024902	90008353	9/16/2025	65.00
	1000-15-15100-513030-00000000-	4230024903	COM TX 090925/4230024903	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024903	COM TX 090925/4230024903	90008353	9/16/2025	33.00
	1000-15-15100-513030-00000000-	4230024903	COM TX 090925/4230024903	90008353	9/16/2025	6.44

	1000-15-15100-513030-00000000-	4230024904	COM TX 090925/4230024904	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024904	COM TX 090925/4230024904	90008353	9/16/2025	65.00
	1000-15-15100-513030-00000000-	4230024908	COM TX 090925/4230024908	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230024908	COM TX 090925/4230024908	90008353	9/16/2025	10.00
	1000-15-15100-513030-00000000-	4230024908	COM TX 090925/4230024908	90008353	9/16/2025	150.00
	1000-15-15100-513030-00000000-	4230024908	COM TX 090925/4230024908	90008353	9/16/2025	6.00
	1000-15-15100-513030-00000000-	4230025014	COM TX 090925/4230025014	90008353	9/16/2025	38.00
	1000-15-15100-513030-00000000-	4230025053	COM TX 090925/4230025053	90008353	9/16/2025	260.00
	1000-15-15100-513030-00000000-	4230025053	COM TX 090925/4230025053	90008353	9/16/2025	18.00
	1000-15-15100-513030-00000000-	4230025054	COM TX 090925/4230025054	90008353	9/16/2025	85.00
	1000-15-15100-513030-00000000-	4230025054	COM TX 090925/4230025054	90008353	9/16/2025	112.00
	Total Paid by Vendor					**4,301.41**
S&S WORLDWIDE INC	1000-30-30200-515340-00000000-	IN101656673	ART SUPPLIES FOR FALL ART CAMP & ADAPTIVE ART PRO	107311	9/9/2025	372.26
	Total Paid by Vendor					**372.26**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	97984006	CLEANERS/SOLVENTS DISPOSAL (BLANKET)	107472	9/16/2025	2,226.94
	Total Paid by Vendor					**2,226.94**
SARAH BLACK	1000-74-74400-515370-00000000-	2513	POP 9/5/25-9/6/25 PROF SVCS PROD. MNGT LAUNCHPA	107315	9/9/2025	1,600.00
	Total Paid by Vendor					**1,600.00**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	134470	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008322	9/9/2025	629.78
	1000-14-14300-513010-00000000-	134499	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	18.18
	1000-14-14300-513010-00000000-	134491	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	37.52
	1000-14-14300-513010-00000000-	134525	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	84.56
	1000-14-14300-513010-00000000-	134513	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	219.10
	1000-14-14300-513010-00000000-	134531	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	32.56
	1000-14-14300-513010-00000000-	134541	2025 BLANKET PO ELECTRICAL MISC ITEMS	90008399	9/16/2025	2,147.75
	Total Paid by Vendor					**3,169.45**
SCOTTY R. CAMPBELL	1000-15-15100-513030-00000000-	1041	COM TX 091225/1041	107476	9/16/2025	2,187.50
	1000-15-15100-513030-00000000-	1041	COM TX 091225/1041	107476	9/16/2025	1,478.14
	Total Paid by Vendor					**3,665.64**
SERVICE STEEL INC	1000-15-15100-513030-00000000-	146454	COM TX 090525/146454	107317	9/9/2025	85.00
	Total Paid by Vendor					**85.00**
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	00429262	CREDIT FOR 0056647056	90008323	9/9/2025	-35.30
	1000-15-15100-515670-00000000-	00429264	CREDIT FOR 0056633989	90008323	9/9/2025	-74.76
	1000-15-15100-515670-00000000-	00429268	CREDIT FOR 0056818651	90008323	9/9/2025	-124.60
	1000-75-75300-515670-00000000-	0058061197	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	90008323	9/9/2025	216.15
	1000-75-75300-515670-00000000-	0058061198	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	90008323	9/9/2025	20.87
	1000-14-14310-515670-00000000-	0058068088	NAVY PANTS	90008323	9/9/2025	77.37
	1000-14-14310-515670-00000000-	00445653	CREDIT FOR 0057978835	90008323	9/9/2025	-77.37
	1000-30-30100-515340-00000000-	0058012982	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058012982	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	60.56
	1000-30-30100-515340-00000000-	0058012981	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	5.62
	1000-30-30100-515670-00000000-	0058012981	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	45.42
	1000-30-30100-515340-00000000-	0058012980	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058012980	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	30.28
	1000-30-30100-515340-00000000-	0058012979	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058012979	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	15.14
	1000-30-30100-515340-00000000-	0058012978	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058012978	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	60.56
	1000-30-30100-515340-00000000-	0058012977	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058012977	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	60.56
	1000-30-30100-515340-00000000-	0058003539	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	7.50
	1000-30-30100-515670-00000000-	0058003539	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90008323	9/9/2025	15.14
	1000-72-00000-515670-00000000-	0058003551	UNIFORMS-INSPECTION (BLANKET) REPLACE PO 20252633	90008323	9/9/2025	211.84
	1000-14-14300-515670-00000000-	0057978835	UNIFORMS - GENERAL SERVICES (BLANKET)	90008401	9/16/2025	167.23
	Total Paid by Vendor					**719.71**
SHANE BICKEL	1000-74-74400-515020-00000000-	250729	POP 8/1/25-8/31/25 BRANDING AND AWARENESS	90008324	9/9/2025	2,000.00
	Total Paid by Vendor					**2,000.00**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7481	POP 8/4/25-8/14/25 SOUTHSIDE PARK - PAINTING	107318	9/9/2025	1,244.05
	1000-14-14300-513010-00000000-	7482	POP 8/15/25-8/26/25 PAINTING 3RD RESTROOM	107318	9/9/2025	1,316.18
	1000-14-14300-513010-00000000-	7483	POP 7/14/25-8/27/25 PAINTING FLEET BUILDING	107318	9/9/2025	5,927.46
	Total Paid by Vendor					**8,487.69**

SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	108110	POP 9/1/25-9/30/25 SOURCE DATA CENTER SERVICES	107478	9/16/2025	7,577.44
	Total Paid by Vendor					**7,577.44**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52200-513010-00000000-	157505039-002	PLANTS FOR SPECIAL EVENTS AREAS	107320	9/9/2025	57.36
	1000-52-52200-513010-00000000-	157672693-001	PENNISETUM GRASS FOR SPECIAL EVENTS	107320	9/9/2025	324.92
	1000-51-00000-515340-00000000-	157977710-001	NON-BID CEMETERY MAINT ITEMS/BLANKET PO	107320	9/9/2025	756.93
	1000-51-00000-515340-00000000-	157936044-001	FERTILIZER	107320	9/9/2025	82.80
	1000-52-52200-513010-00000000-	157197572-002	GRASS FOR SPECIAL EVENTS	107320	9/9/2025	324.92
	1000-52-52300-513010-00000000-	157538206-001	RYEGRASS SEED FOR SPORTS	107320	9/9/2025	44,720.00
	1000-52-52600-513010-00000000-	157813709-001	RYEGRASS & FESCUE SEED FOR NORTH MAINT AREAS	107320	9/9/2025	10,840.00
	1000-52-52300-513013-00000000-	157946530-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	107320	9/9/2025	322.85
	1000-52-52300-513013-00000000-	158006634-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	107320	9/9/2025	393.24
	1000-51-00000-515340-00000000-	157978463-001	NON BID LANDSCAPING TOOLS/SUPPLIES	107320	9/9/2025	483.35
	1000-52-52300-513013-00000000-	157465648-001	IRRIGATION SUPPLIES A-BID (BLANKET)	107480	9/16/2025	142.17
	1000-52-52300-513013-00000000-	156675502-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	107480	9/16/2025	486.73
	1000-52-52300-513013-00000000-	156967962-001	IRRIGATION SUPPLIES A-BID (BLANKET)	107480	9/16/2025	277.50
	Total Paid by Vendor					**59,212.77**
SKILLSETS ONLINE INC	1000-17-17100-515790-00000000-	SSO-3862	POP 12/31/26 - 12/31/2031SKILLSET SSO UPGRADE	107321	9/9/2025	2,500.00
	Total Paid by Vendor					**2,500.00**
SMALL CLAIMS COURT OF LIMESTONE COUNTY	1000-00-00000-210180-00000000-	417632	Payroll Run 1 - Warrant 250831	107197	9/4/2025	45.44
	Total Paid by Vendor					**45.44**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	417646	Payroll Run 1 - Warrant 250831	107192	9/4/2025	1,483.11
	Total Paid by Vendor					**1,483.11**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/65592407	TOOLS - FLTHVY1	107322	9/9/2025	465.57
	1000-15-15100-515610-00000000-	ARV/65629736	TOLLS - FLTHVY4	107322	9/9/2025	43.91
	1000-15-15100-515610-00000000-	ARV/65644472	TOOLS - FLTHVY1	107322	9/9/2025	924.20
	1000-15-15100-515610-00000000-	ARV/65532988	TOOLD - FLTODPS	107322	9/9/2025	105.56
	1000-15-15100-515610-00000000-	ARV/65618707	TOOLD - FLTODPS	107322	9/9/2025	256.50
	1000-15-15100-515610-00000000-	ARV/65618708	TOOLS - FLTODPS	107322	9/9/2025	256.50
	1000-15-15100-515610-00000000-	ARV/65757230	TOOLS - FLTHVY4	107481	9/16/2025	2,358.02
	1000-15-15100-515610-00000000-	ARV/65472299	TRANSIT TOOL SET	107481	9/16/2025	1,471.50
	1000-15-15100-515610-00000000-	ARV-65698844	TOOLS - FLTODPS	107481	9/16/2025	2,062.94
	Total Paid by Vendor					**7,944.70**
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52500-515730-00000000-	T1008681	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	1.23
	1000-52-52200-515730-00000000-	T1008680	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	1,515.06
	1000-52-52500-515730-00000000-	T1008684	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	137.30
	1000-52-52600-515730-00000000-	T1008685	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	358.83
	1000-52-52700-515730-00000000-	T1008686	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	637.98
	1000-52-52300-515730-00000000-	T1008687	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	742.60
	1000-52-52200-515730-00000000-	T1008688	POP 8/1/25-8/31/25 LANDFILL TIPPING FEES	90008326	9/9/2025	1,402.29
	1000-50-00000-515340-00000000-	T1008690	POP 8/1/25-8/31/25 SOLID WASTE DISPOSAL	90008326	9/9/2025	58.08
	1000-55-55400-515730-00000000-	T1008679	POP 8/1/25-/8/31/25 PWS TIPPING FEE	90008326	9/9/2025	150.44
	1000-51-00000-515340-00000000-	T1008682	POP 8/1/25-8/31/25 CEMETERY DEPT WASTE DISPOSAL	90008326	9/9/2025	4.40
	Total Paid by Vendor					**5,008.21**
SON MEDIA GROUP	1000-74-74100-515340-00000000-	6860	POP 6/4/25 HHPC AGENDA PUBLIC NOTICES	107325	9/9/2025	78.50
	1000-74-74100-515340-00000000-	6818	POP 8/6/25 HHPC AGENDA PUBLIC NOTICES	107325	9/9/2025	105.50
	1000-74-74100-515340-00000000-	6638	POP 4/9/25 HHPC AGENDA PUBLIC NOTICES	107325	9/9/2025	129.00
	1000-74-74100-515340-00000000-	6692	POP 5/7/25 HHPC AGENDA PUBLIC NOTICES	107325	9/9/2025	134.50
	1000-74-74100-515340-00000000-	6776	POP 7/9/25 HHPC AGENDA PUBLIC NOTICES	107325	9/9/2025	65.00
	1000-19-00000-515010-00000000-	6861	POP 9/3/25 SPEAKIN OUT NEWS	107325	9/9/2025	3,102.02
	Total Paid by Vendor					**3,614.52**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	32176	COM TX 090525/32176	90008327	9/9/2025	53.47
	1000-15-15100-513030-00000000-	32176	COM TX 090525/32176	90008327	9/9/2025	15.00
	1000-15-15100-513030-00000000-	32176	COM TX 090525/32176	90008327	9/9/2025	11.53
	1000-15-15100-513030-00000000-	32176	COM TX 090525/32176	90008327	9/9/2025	814.50
	1000-15-15100-513030-00000000-	32242	COM TX 091225/32242	90008402	9/16/2025	380.18
	1000-15-15100-513030-00000000-	32242	COM TX 091225/32242	90008402	9/16/2025	73.13
	1000-15-15100-513030-00000000-	32242	COM TX 091225/32242	90008402	9/16/2025	30.00
	1000-15-15100-513030-00000000-	32242	COM TX 091225/32242	90008402	9/16/2025	967.50
	1000-15-15100-513030-00000000-	32242	COM TX 091225/32242	90008402	9/16/2025	79.50
	1000-15-15100-513030-00000000-	32244	COM TX 091225/32244	90008402	9/16/2025	153.00
	1000-15-15100-513030-00000000-	32244	COM TX 091225/32244	90008402	9/16/2025	373.50

	Total Paid by Vendor					**2,951.31**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	REG20250000436231	POP 9/1/25-9/30/25 SOUTHERNLINC PTT	107323	9/9/2025	2,273.12
	1000-17-17100-515070-00000000-	1695019	POP 9/1/25-9/30/25 SLINC O&M LTE #11027909	107323	9/9/2025	16,000.00
	Total Paid by Vendor					**18,273.12**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-83041	POP 9/1/25-9/30/25 LAWN CARE SVC FOR CITY AREAS	90008328	9/9/2025	30,240.11
	Total Paid by Vendor					**30,240.11**
SOUTHERN LIGHTING AND TRAFFIC	1000-75-75300-515340-00000000-	49967	POP 7/17/25-8/18/25 CONTROLLER REPAIRS	90008403	9/16/2025	1,725.00
	Total Paid by Vendor					**1,725.00**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240041821	TIRE - 1401973	90008329	9/9/2025	2,070.00
	1000-00-00000-140101-00000000-	2240041866	TIRE - 1401978 1401979	90008329	9/9/2025	1,773.00
	1000-00-00000-140101-00000000-	2240042104	TIRE - 1401973	90008329	9/9/2025	1,725.00
	1000-00-00000-140101-00000000-	2240042134	TIRE - 1401978 1401979	90008329	9/9/2025	2,735.00
	Total Paid by Vendor					**8,303.00**
STAPLES INC	1000-41-41204-515340-00000000-	6040454241	2820 HOLMES AVENUE NW-T. DUNCAN 256-427-7279	90008330	9/9/2025	150.29
	1000-41-41303-515340-00000000-	6041164453	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90008330	9/9/2025	83.24
	1000-41-41303-515340-00000000-	6041164458	704 FIBER ST. NW/J TOWRY/256-427-7174	90008330	9/9/2025	553.98
	1000-41-41101-515340-00000000-	6041164455	820 MEMORIAL PARKWAY NW: J. TEMPLETON 256-427-701	90008330	9/9/2025	247.14
	1000-52-52100-515340-00000000-	6041164452	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90008330	9/9/2025	114.25
	1000-52-52500-515340-00000000-	6042047710	PRINTER INK FOR WEST MAINT	90008330	9/9/2025	293.99
	1000-52-52100-515340-00000000-	6042047712	PRINTER INK FOR WEST MAINT	90008330	9/9/2025	8.92
	1000-14-14310-515340-00000000-	6042047717	GUMMED ENVELOPES FOR INVENTORY & C. ALTIDOR	90008330	9/9/2025	25.62
	1000-43-00000-515340-00000000-	6041164451	815 WHEELER AVENUE NETTA S 256-427-4703	90008404	9/16/2025	41.49
	1000-43-00000-515340-00000000-	6041164457	815 WHEELER AVENUE NETTA S 256-427-4703	90008404	9/16/2025	851.40
	1000-11-00000-515340-00000000-	6042047708	OPERATIONAL SUPPLIES FOR COUNCIL OFFICE	90008404	9/16/2025	38.03
	1000-11-00000-515340-00000000-	6042047713	OPERATIONAL SUPPLIES FOR COUNCIL OFFICE	90008404	9/16/2025	334.29
	1000-55-55100-515340-00000000-	6041164456	OFFICE SUPPLIES FOR MAINT	90008404	9/16/2025	1,297.68
	1000-52-52100-515340-00000000-	6041164461	PRINTER INK - NORTH MAINT	90008404	9/16/2025	8.99
	1000-52-52100-515340-00000000-	6041164459	PRINTER INK - NORTH MAINT	90008404	9/16/2025	13.96
	1000-52-52600-515340-00000000-	6041164459	PRINTER INK - NORTH MAINT	90008404	9/16/2025	132.22
	1000-42-42100-515340-00000000-	6041164460	OFFICE SUPPLIES FOR FIRE WAREHOUSE	90008404	9/16/2025	52.05
	1000-30-30100-515340-00000000-	6042047709	SUPPLIES NEEDED FOR DAILY OFFICE OPPERATIONS	90008404	9/16/2025	96.96
	1000-30-30100-515340-00000000-	6042047714	SUPPLIES NEEDED FOR DAILY OFFICE OPPERATIONS	90008404	9/16/2025	76.48
	1000-30-30100-515340-00000000-	6042047715	SUPPLIES NEEDED FOR DAILY OFFICE OPPERATIONS	90008404	9/16/2025	79.57
	1000-75-75100-515340-00000000-	6042513555	SUPPLIES FOR OFFICE	90008404	9/16/2025	79.12
	1000-75-75100-515340-00000000-	6042513564	SUPPLIES FOR OFFICE	90008404	9/16/2025	88.71
	1000-13-13100-515340-00000000-	6042513570	SUPPLIES FOR STOCK	90008404	9/16/2025	70.76
	1000-13-13100-515340-00000000-	6042513568	SUPPLIES FOR STOCK	90008404	9/16/2025	4.53
	1000-41-41110-515340-00000000-	6042513569	NAMACC FLASH DRIVES	90008404	9/16/2025	382.84
	1000-42-42100-515340-00000000-	6042513565	OFFICE SUPPLIES	90008404	9/16/2025	190.07
	1000-41-41204-515340-00000000-	6042513559	WHITEBOARDS - CID	90008404	9/16/2025	300.58
	1000-30-30100-515340-00000000-	6042047711	SUPPLIES NEEDED FOR DAILY OFFICE OPPERATIONS	90008404	9/16/2025	628.28
	1000-30-30100-515340-00000000-	6042513556	SUPPLIES NEEDED FOR DAILY OFFICE OPPERATIONS	90008404	9/16/2025	34.57
	Total Paid by Vendor					**6,280.01**
STATE AND LOCAL GOVERNMENT BENEFITS ASSOCIATION	1000-16-16100-515340-00000000-	1292243-811735	POP 9/25/2025 - 9/25/2026 HR MEMBERSHIP DUE	107313	9/9/2025	200.00
	Total Paid by Vendor					**200.00**
STATE OF ALABAMA	1000-00-00000-231502-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107327	9/9/2025	221.00
	Total Paid by Vendor					**221.00**
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-231200-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107328	9/9/2025	4,275.00
	1000-00-00000-231201-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107328	9/9/2025	9,000.00
	1000-00-00000-231202-00000000-	AUGUST 2025	AUGUST 2025 MONTHLY REPORT	107328	9/9/2025	225.00
	1000-00-00000-231101-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	28,484.70
	1000-00-00000-231101-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	2,842.00
	1000-00-00000-231102-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	10,572.00
	1000-00-00000-231103-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	1,890.00
	1000-00-00000-231104-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	1,270.00
	1000-00-00000-231105-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	1,654.00
	1000-00-00000-231106-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	105.00
	1000-00-00000-231107-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	2,507.50
	1000-00-00000-231108-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	14,692.00
	1000-00-00000-231109-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	2,558.00
	1000-00-00000-231110-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	396.00

	1000-00-00000-231112-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	4,250.00
	1000-00-00000-231111-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	4,250.00
	1000-00-00000-231113-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	3,987.00
	1000-00-00000-231114-00000000-	AUGUST 2025A	AUGUST 2025 MONTHLY REPORT	107329	9/9/2025	280.00
	1000-00-00000-240530-00000000-	AUGUST 2025 FEE	POP:08/01/25-08/31/25-AL CONST IND CRAFT TRNG FEE	107482	9/16/2025	109,109.00
	Total Paid by Vendor					**202,347.20**
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	417655	Payroll Run 1 - Warrant 250831	107198	9/4/2025	159.92
	Total Paid by Vendor					**159.92**
STATE SYSTEMS INC	1000-53-53200-513010-PK1051XX-	148037721	POP 8/31/25 - SPRINKLER & FIRE ALARM MNT	90008331	9/9/2025	190.00
	1000-14-14300-515370-00000000-	148029035	POP:07/01/25-07/31/25 FIRE & SEC. MONTHLY BILLING	90008405	9/16/2025	11,032.00
	1000-14-14300-513010-00000000-	148038217	POP 9/5/25 SEC. CAMERAS CCTV REPAIRS	90008405	9/16/2025	875.00
	1000-14-14300-513010-00000000-	148007691	POP 1/30/2 CAMERAS CCTV REPAIRS	90008405	9/16/2025	187.50
	1000-14-14300-513010-00000000-	148023803	POP 5/22/25 -FIRE ALARM SPRINKLERS REPAIR	90008405	9/16/2025	389.00
	1000-14-14300-513010-00000000-	148036923	POP 8/27/25 -FIRE ALARM SPRINKLERS REPAIR	90008405	9/16/2025	540.00
	1000-14-14300-513010-00000000-	148037737	POP 8/31/25 -DEFICIENCY REPAIRS	90008405	9/16/2025	254.00
	Total Paid by Vendor					**13,467.50**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU050443-01	PAPER FOR STOCK	107331	9/9/2025	65.59
	1000-00-00000-140110-00000000-	HU052669-00	OFFICE SUPPLIES CITY HALL	107331	9/9/2025	201.12
	1000-71-71100-515340-00000000-	HU052764-00	11x17 PAPER STOCK IN OFFICE	107483	9/16/2025	52.13
	1000-51-00000-515340-00000000-	HU053134-00	XEROX PAPER/CEMETERY DEPARTMENT	107483	9/16/2025	91.58
	1000-41-41101-515340-00000000-	HU053159-00	PAPER FOR INTERNAL AFFAIRS	107483	9/16/2025	137.37
	1000-12-12500-515340-00000000-	HU048010-00	OFFICE AND PRINT SUPPLIES - NON BID ITEMS	107483	9/16/2025	316.80
	1000-12-12500-515340-00000000-	HU048010-01	OFFICE AND PRINT SUPPLIES - NON BID ITEMS	107483	9/16/2025	476.71
	1000-12-12500-515340-00000000-	HU050827 DM	CREDIT FOR INV HU048010-00 AND HU 048010-01	107483	9/16/2025	-560.84
	1000-12-12500-515340-00000000-	HU050827A DM	OFFICE AND PRINT SUPPLIES - NON BID ITEMS	107483	9/16/2025	522.00
	1000-12-12500-515340-00000000-	HU043688-00	PAPER FOR STOCK	107483	9/16/2025	303.39
	1000-12-12500-515340-00000000-	HU053012 DM	CREDIT FOR INVOICE HU043688-00	107483	9/16/2025	-303.39
	1000-12-12500-515340-00000000-	HU053012A DM	PAPER FOR STOCK	107483	9/16/2025	300.44
	Total Paid by Vendor					**1,602.90**
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	106993-0101	POP 7/24/25-8/25/25 LAKEWOOD PARK PLAYGROUND	107332	9/9/2025	1,051.07
	1000-14-14300-513010-00000000-	107044-0101	POP 8/4/25-9/2/25 CALIFORNIA PARK CRAWL TUBE	107484	9/16/2025	1,795.28
	Total Paid by Vendor					**2,846.35**
SUNBELT FIRE INC	1000-42-42100-515340-00000000-	00030162	CPAT SUPPLIES	90008332	9/9/2025	266.98
	1000-42-42100-515340-00000000-	00030253	CPAT SUPPLIES	90008407	9/16/2025	157.88
	Total Paid by Vendor					**424.86**
SUNBELT RENTALS INC	1000-55-55300-513050-00000000-	172722829-0001	POP 8/11/25-9/7/25 SKID STEER FOR PWS	107333	9/9/2025	3,364.50
	1000-55-55300-513050-00000000-	167535563-0005	POP 7/31/25-8/27/25 MINI EXCAVATOR W/BUCKET	107333	9/9/2025	1,487.50
	1000-55-55300-513050-00000000-	167535563-0006	POP 8/28/25-9/24/25 MINI EXCAVATOR W/BUCKET	107333	9/9/2025	1,487.50
	Total Paid by Vendor					**6,339.50**
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	25-31413	HP PRINTER FOR PD 911 DISPATCH	107339	9/9/2025	653.00
	1000-17-17400-520200-00000000-	25-31684	HP 4301FDW FOR MARK RUSSELL CENTER	107493	9/16/2025	643.00
	Total Paid by Vendor					**1,296.00**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	417642	Payroll Run 1 - Warrant 250831	107199	9/4/2025	726.91
	Total Paid by Vendor					**726.91**
TEWALT LAW FIRM	1000-43-00000-515043-00000000-	25T823	POP 1/13/25-2/12/25 LEGAL ATTORNEY SERVICES	90008335	9/9/2025	203.00
	1000-43-00000-515043-00000000-	11219787	POP 12/11/24-2/12/25 LEGAL ATTORNEY SERVICES	90008335	9/9/2025	140.00
	1000-43-00000-515043-00000000-	24T31547	POP 11/12/24-2/12/25 LEGAL ATTORNEY SERVICES	90008409	9/16/2025	203.00
	Total Paid by Vendor					**546.00**
THE BURNEY SISTERS	1000-74-74400-515020-00000000-	165	POP: 09/5/25-09/25/25MAP AWARD RES #25-146	90008410	9/16/2025	500.00
	Total Paid by Vendor					**500.00**
THE HUNTSVILLE MUSEUM OF ART	1000-74-74400-515370-00000000-	95625	POP:09/05/25-09/06/25, STAFF/SECUR CLEAN-LAUNCHPAD	90008292	9/9/2025	1,060.00
	Total Paid by Vendor					**1,060.00**
THE ROBERTS GROUP INC	1000-52-52100-515340-00000000-	1648225	POP 8/1/25-8/31/25 WATER SYSTEMS FOR LM	107336	9/9/2025	34.99
	1000-52-52600-515340-00000000-	1648786	POP 8/1/25-8/31/25 WATER SYSTEMS FOR LM	107336	9/9/2025	34.99
	1000-30-30100-515340-00000000-	1640644	DRINKING WATER FOR PARKS & REC. ADMIN	107486	9/16/2025	86.50
	1000-16-16300-515340-00000000-	1648574	POP 8/1/25-8/31/25 WATER-THE HEALTH AND WELLNESS	107486	9/16/2025	53.70
	1000-30-30200-515340-00000000-	1648642	POP 8/1/25-8/31/25 WATER DISPENSER	107486	9/16/2025	8.50
	1000-15-15100-515340-00000000-	1645733	DRINKING WATER, FEES FY25 (BLANKET)	107486	9/16/2025	43.50
	Total Paid by Vendor					**262.18**
THE SCHOOLS FOUNDATION	1000-00-00000-610999-00000000-	DIST 2 - ORD 25-692	ONE-TIME APPROPRIATIONS RES 25-692	107475	9/16/2025	5,000.00
	Total Paid by Vendor					**5,000.00**

THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-1265629	COM TX 090925/TTC1-1265629	107487	9/16/2025	7,433.95
	1000-15-15100-513030-00000000-	TTC1-1265629	COM TX 090925/TTC1-1265629	107487	9/16/2025	5,200.00
	Total Paid by Vendor					**12,633.95**
THRIVE OUTDOOR INC	1000-51-00000-515370-00000000-	91470	POP 9/1/25-9/30/25 WEEDEATING SERVICES	90008411	9/16/2025	23,240.00
	Total Paid by Vendor					**23,240.00**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	9/10/25-1ST SESSION	POP 9/10/25 TIMOTHY WILLIS	107488	9/16/2025	105.00
	Total Paid by Vendor					**105.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	45205	COM TX 090225/45205	107225	9/9/2025	100.00
	Total Paid by Vendor					**100.00**
TOM JEFFREYS SIGN AND BANNER	1000-15-15100-513030-00000000-	45863	COM TX 091225/45863	107489	9/16/2025	145.00
	1000-15-15100-513030-00000000-	45863	COM TX 091225/45863	107489	9/16/2025	75.00
	Total Paid by Vendor					**220.00**
TOP SURFACE LLC	1000-14-14300-513010-00000000-	1070	POP 8/1/25-9/10/25 FALLEN OFFICERS/ VETERANS MEM	90008412	9/16/2025	625.00
	Total Paid by Vendor					**625.00**
TRI COUNTY SHOES INCORPORATED	1000-30-30100-515670-00000000-	758ST1-1351098	BLANKET-PARKS & REC. FOOTWEAR FY25	90008396	9/16/2025	135.99
	1000-30-30100-515670-00000000-	758ST1-1351221	BLANKET-PARKS & REC. FOOTWEAR FY25	90008396	9/16/2025	119.99
	1000-55-55100-515670-00000000-	758ST1-1492679	FY25 BOOTS FOR PWS M&C(BLANKET)	90008396	9/16/2025	150.00
	Total Paid by Vendor					**405.98**
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	6275590	COM TX 090225/6275590	90008337	9/9/2025	405.00
	1000-15-15100-513030-00000000-	6275590	COM TX 090225/6275590	90008337	9/9/2025	53.96
	1000-15-15100-513030-00000000-	6275590	COM TX 090225/6275590	90008337	9/9/2025	10.00
	1000-15-15100-513030-00000000-	6274044	COM TX 090225/6274044	90008337	9/9/2025	471.97
	1000-15-15100-513030-00000000-	6274044	COM TX 090225/6274044	90008337	9/9/2025	10.00
	Total Paid by Vendor					**950.93**
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	417649	Payroll Run 1 - Warrant 250831	107190	9/4/2025	34.00
	Total Paid by Vendor					**34.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	417640	Payroll Run 1 - Warrant 250831	107200	9/4/2025	659.65
	Total Paid by Vendor					**659.65**
US BANK	1000-19-00000-515040-00000000-	14913952	POP 7/1/25-7/31/25 SANDRA HOUSTON/305 FOUNTAIN CIR	107341	9/9/2025	82.69
	Total Paid by Vendor					**82.69**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	417653	Payroll Run 1 - Warrant 250831	107191	9/4/2025	299.89
	Total Paid by Vendor					**299.89**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	417636	Payroll Run 1 - Warrant 250831	107180	9/3/2025	1,007,420.00
	1000-00-00000-210140-00000000-	417636	Payroll Run 1 - Warrant 250831	107180	9/3/2025	552,286.35
	Total Paid by Vendor					**1,559,706.35**
USPCA REGION 22	1000-41-41250-515790-00000000-	T.EDWARDS - LIEF	POP:09/29/25-09/30/25 REGION 22 MINI K9 TRIALS	107495	9/16/2025	100.00
	1000-41-41250-515790-00000000-	B.COLLUM - JAEGER	POP:09/29/25-09/30/25 REGION 22 MINI K9 TRIALS	107495	9/16/2025	75.00
	1000-41-41250-515790-00000000-	R. MARTINEZ - DIEGO	POP:09/29/25-09/30/25 REGION 22 MINI K9 TRIALS	107495	9/16/2025	75.00
	Total Paid by Vendor					**250.00**
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	322048	CIRCUIT FLASHERS-JASON	90008339	9/9/2025	229.50
	1000-75-75300-515340-00000000-	321919	ITEMS FOR STOCK-JASON	90008415	9/16/2025	550.00
	Total Paid by Vendor					**779.50**
VALLEY ANIMAL HOSPITAL & PET RESORT SE PC	1000-50-00000-515370-00000000-	358012	RABIES VACCINES FOR VOUCHERS (BLANKET)	107343	9/9/2025	10.00
	1000-50-00000-515370-00000000-	358376	POP 9/5/25 RABIES VACCINES FOR VOUCHERS	107496	9/16/2025	10.00
	Total Paid by Vendor					**20.00**
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	9/2025	RENT FOR 620 PEARL AVE (SEPTEMBER 2025)	107344	9/9/2025	3,500.00
	Total Paid by Vendor					**3,500.00**
VERTA, LLC	1000-17-17100-515370-00000000-	40675	POP 9/1/25-9/30/25 VERTA TECHNICIAN LABOR	90008340	9/9/2025	7,925.83
	Total Paid by Vendor					**7,925.83**
VITAL RECORDS HOLDINGS LLC	1000-12-12100-515375-00000000-	5406388	POP 9/1/25-9/30/25 VITAL RECORDS	107497	9/16/2025	1,608.16
	1000-55-55100-515340-00000000-	5351469	POP:08/1/25-09/30/25 SHREDDING SERVICES-PWS	107497	9/16/2025	80.00
	Total Paid by Vendor					**1,688.16**
VON BRAUN CENTER	1000-74-74400-515520-00000000-	5395-65-65-39361	POP 8/30/25 VBC 5K RUN INTO MUSIC	107498	9/16/2025	3,000.00
	Total Paid by Vendor					**3,000.00**
WAGEWORKS	1000-00-00000-210250-00000000-	417635	Payroll Run 1 - Warrant 250831	107177	9/3/2025	5,020.03
	1000-00-00000-210260-00000000-	417635	Payroll Run 1 - Warrant 250831	107177	9/3/2025	29,037.28
	Total Paid by Vendor					**34,057.31**
WEST PUBLISHING CORPORATION	1000-18-00000-515340-00000000-	852454821	POP 9/1/25-9/30/25 ONLINE LGL RESEARCH	90008343	9/9/2025	5,080.00
	Total Paid by Vendor					**5,080.00**
WH THOMAS OIL CO INC	1000-55-55400-514010-00000000-	800002	FY25 DEF FOR MAINT-BLANKET	90008344	9/9/2025	1,094.34
	1000-52-52500-513010-00000000-	614999	15W-40 ENGINE OIL FOR WEST MAINT	90008344	9/9/2025	261.60

	1000-00-00000-140101-00000000-	615053	OIL	90008344	9/9/2025	12,699.00
	1000-51-00000-515340-00000000-	614624REBILL	ENGINE OIL FOR MOWERS	90008417	9/16/2025	145.84
	Total Paid by Vendor					**14,200.78**
WHALEY FOODSERVICE LLC	1000-14-14300-513010-00000000-	4648259	POP 8/12/25 MISC PLUMBING/HVAC	90008345	9/9/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	41750	POP 8/11/25-8/26/25 LAUNDRY APPLIANCE REPAIRS	107348	9/9/2025	624.55
	1000-14-14300-513010-00000000-	41788	POP 8/26/25-9/4/25 LAUNDRY APPLIANCE REPAIRS	107348	9/9/2025	485.00
	1000-14-14300-513010-00000000-	41769	POP 8/14/25-8/28/25 LAUNDRY APPLIANCE REPAIRS	107348	9/9/2025	485.00
	1000-42-42200-515310-00000000-	41789	LAUNDRY DETERGENT FOR STATIONS	107500	9/16/2025	1,185.30
	1000-14-14300-513010-00000000-	41829	POP 9/3/25-9/12/25 LAUNDRY APPLIANCE REPAIRS	107500	9/16/2025	368.15
	1000-14-14300-513010-00000000-	41790	POP 8/20/25-9/4/25 LAUNDRY APPLIANCE REPAIRS	107500	9/16/2025	487.72
	Total Paid by Vendor					**3,635.72**
WILMER & LEE PA	1000-18-00000-515372-00000000-	2255555957	POP 8/27/25 OUTSIDE LEGAL SERVICES	107501	9/16/2025	67.50
	1000-18-00000-515372-00000000-	2255555959	POP 8/1/25-8/30/25 - OUTSIDE LEGAL SERVICES	107501	9/16/2025	1,345.10
	1000-18-00000-515372-00000000-	2255555960	POP8/14/25-8/29/25 - OUTSIDE LEGAL SERVICES	107501	9/16/2025	1,597.50
	1000-18-00000-515372-00000000-	2255555961	POP 8/1/25-8/29/25 - OUTSIDE LEGAL SERVICES	107501	9/16/2025	3,885.00
	Total Paid by Vendor					**6,895.10**
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	087946 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	107502	9/16/2025	19.79
	1000-14-14300-513010-00000000-	084960 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	107502	9/16/2025	38.20
	Total Paid by Vendor					**57.99**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S105405778.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	134.56
	1000-14-14300-513010-00000000-	S105412908.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	113.10
	1000-14-14300-513010-00000000-	S105417431.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	270.00
	1000-14-14300-513010-00000000-	S105417434.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	180.90
	1000-14-14300-513010-00000000-	S105424445.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	272.76
	1000-14-14300-513010-00000000-	S105426872.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	27.43
	1000-14-14300-515610-00000000-	S105424467.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	78.16
	1000-14-14300-513010-00000000-	S105427654.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	153.60
	1000-14-14300-513010-00000000-	S105427814.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	30.44
	1000-14-14300-513010-00000000-	S105417446.001	CREDIT MEMO FOR S105417434.001	90008347	9/9/2025	-130.23
	1000-14-14300-513010-00000000-	S105427761.001	CREDIT FOR S105426872.001	90008347	9/9/2025	-27.43
	1000-14-14300-513010-00000000-	S105440863.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	28.86
	1000-14-14300-513010-00000000-	S105445987.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	203.77
	1000-14-14300-513010-00000000-	S105447210.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	11.20
	1000-14-14300-513010-00000000-	S105424450.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	56.49
	1000-14-14300-513010-00000000-	S105428208.001	2025 BLANKET PO - HVAC SUPPLIES	90008347	9/9/2025	345.45
	1000-14-14300-513010-00000000-	S105455512.001	2025 BLANKET PO - HVAC SUPPLIES	90008420	9/16/2025	42.28
	1000-14-14300-513010-00000000-	S105442416.001	2025 BLANKET PO - HVAC SUPPLIES	90008420	9/16/2025	227.25
	1000-14-14300-513010-00000000-	S105452685.001	2025 BLANKET PO - HVAC SUPPLIES	90008420	9/16/2025	67.35
	1000-14-14300-513010-00000000-	S105457723.001	2025 BLANKET PO - HVAC SUPPLIES	90008420	9/16/2025	155.48
	1000-14-14300-513010-00000000-	S105458867.001	2025 BLANKET PO - HVAC SUPPLIES	90008420	9/16/2025	111.28
	Total Paid by Vendor					**2,352.70**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	2,505.60
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	825.60
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	540.80
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	475.00
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	602.00
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	574.95
	1000-15-15100-513030-00000000-	18921348	COM TX 090225/18921348	107350	9/9/2025	8,925.61
	1000-15-15100-513030-00000000-	18921741	COM TX 090225/18921741	107350	9/9/2025	1,895.61
	1000-15-15100-513030-00000000-	18921741	COM TX 090225/18921741	107350	9/9/2025	777.60
	1000-15-15100-513030-00000000-	18921741	COM TX 090225/18921741	107350	9/9/2025	355.20
	1000-15-15100-513030-00000000-	18921741	COM TX 090225/18921741	107350	9/9/2025	281.20
	1000-15-15100-513030-00000000-	18921741	COM TX 090225/18921741	107350	9/9/2025	210.00
	1000-15-15100-513030-00000000-	18921789	COM TX 090225/18921789	107350	9/9/2025	4,525.88
	1000-15-15100-513030-00000000-	18921789	COM TX 090225/18921789	107350	9/9/2025	1,180.80
	1000-15-15100-513030-00000000-	18921789	COM TX 090225/18921789	107350	9/9/2025	835.20
	1000-15-15100-513030-00000000-	18921789	COM TX 090225/18921789	107350	9/9/2025	609.00
	1000-15-15100-513030-00000000-	18921789	COM TX 090225/18921789	107350	9/9/2025	235.00
	1000-15-15100-513030-00000000-	18921840	COM TX 090225/18921840	107350	9/9/2025	591.20
	1000-15-15100-513030-00000000-	18921840	COM TX 090225/18921840	107350	9/9/2025	436.80

		1000-15-15100-513030-00000000-	18921840	COM TX 090225/18921840	107350	9/9/2025	163.20
		1000-15-15100-513030-00000000-	18921840	COM TX 090225/18921840	107350	9/9/2025	119.00
		1000-15-15100-513030-00000000-	18921840	COM TX 090225/18921840	107350	9/9/2025	170.00
		1000-15-15100-513030-00000000-	16543610	COM TX 090825/16543610	107350	9/9/2025	450.36
		1000-15-15100-513030-00000000-	16543610	COM TX 090825/16543610	107350	9/9/2025	1,625.00
		1000-15-15100-513030-00000000-	18921736	COM TX 090925/18921736	107504	9/16/2025	374.40
		1000-15-15100-513030-00000000-	18921736	COM TX 090925/18921736	107504	9/16/2025	273.00
		1000-15-15100-513030-00000000-	18921736	COM TX 090925/18921736	107504	9/16/2025	200.00
		1000-15-15100-513030-00000000-	18921736	COM TX 090925/18921736	107504	9/16/2025	1,534.96
		1000-15-15100-513030-00000000-	18921736	COM TX 090925/18921736	107504	9/16/2025	460.80
		1000-15-15100-513030-00000000-	18921787	COM TX 090925/18921787	107504	9/16/2025	1,981.97
		1000-15-15100-513030-00000000-	18921787	COM TX 090925/18921787	107504	9/16/2025	1,248.00
		1000-15-15100-513030-00000000-	18921787	COM TX 090925/18921787	107504	9/16/2025	801.60
		1000-15-15100-513030-00000000-	18921787	COM TX 090925/18921787	107504	9/16/2025	584.50
		1000-15-15100-513030-00000000-	18921787	COM TX 090925/18921787	107504	9/16/2025	235.00
		1000-15-15100-513030-00000000-	18921790	COM TX 090925/18921790	107504	9/16/2025	1,001.60
		1000-15-15100-513030-00000000-	18921790	COM TX 090925/18921790	107504	9/16/2025	225.60
		1000-15-15100-513030-00000000-	18921790	COM TX 090925/18921790	107504	9/16/2025	120.00
		1000-15-15100-513030-00000000-	18921790	COM TX 090925/18921790	107504	9/16/2025	87.50
		1000-15-15100-513030-00000000-	18921790	COM TX 090925/18921790	107504	9/16/2025	160.00
		1000-15-15100-513030-00000000-	18921735	COM TX 091225/18921735	107504	9/16/2025	2,074.70
		1000-15-15100-513030-00000000-	18921735	COM TX 091225/18921735	107504	9/16/2025	508.80
		1000-15-15100-513030-00000000-	18921735	COM TX 091225/18921735	107504	9/16/2025	268.80
		1000-15-15100-513030-00000000-	18921735	COM TX 091225/18921735	107504	9/16/2025	196.00
		1000-15-15100-513030-00000000-	18921735	COM TX 091225/18921735	107504	9/16/2025	170.00
		1000-15-15100-513030-00000000-	18921895	COM TX 091225/18921895	107504	9/16/2025	1,190.86
		1000-15-15100-513030-00000000-	18921895	COM TX 091225/18921895	107504	9/16/2025	772.80
		1000-15-15100-513030-00000000-	18921895	COM TX 091225/18921895	107504	9/16/2025	336.00
		1000-15-15100-513030-00000000-	18921895	COM TX 091225/18921895	107504	9/16/2025	245.00
		1000-15-15100-513030-00000000-	18921895	COM TX 091225/18921895	107504	9/16/2025	214.00
		1000-15-15100-513030-00000000-	18921918	COM TX 091225/18921918	107504	9/16/2025	1,310.06
		1000-15-15100-513030-00000000-	18921918	COM TX 091225/18921918	107504	9/16/2025	580.80
		1000-15-15100-513030-00000000-	18921918	COM TX 091225/18921918	107504	9/16/2025	364.80
		1000-15-15100-513030-00000000-	18921918	COM TX 091225/18921918	107504	9/16/2025	266.00
		1000-15-15100-513030-00000000-	18921918	COM TX 091225/18921918	107504	9/16/2025	170.00
		1000-15-15100-513030-00000000-	18921923	COM TX 091225/18921923	107504	9/16/2025	726.35
		1000-15-15100-513030-00000000-	18921923	COM TX 091225/18921923	107504	9/16/2025	484.80
		1000-15-15100-513030-00000000-	18921923	COM TX 091225/18921923	107504	9/16/2025	326.40
		1000-15-15100-513030-00000000-	18921923	COM TX 091225/18921923	107504	9/16/2025	238.00
		1000-15-15100-513030-00000000-	18921923	COM TX 091225/18921923	107504	9/16/2025	185.00
		1000-15-15100-513030-00000000-	18921925	COM TX 091225/18921925	107504	9/16/2025	899.98
		1000-15-15100-513030-00000000-	18921925	COM TX 091225/18921925	107504	9/16/2025	753.60
		1000-15-15100-513030-00000000-	18921925	COM TX 091225/18921925	107504	9/16/2025	360.00
		1000-15-15100-513030-00000000-	18921925	COM TX 091225/18921925	107504	9/16/2025	262.50
		1000-15-15100-513030-00000000-	18921925	COM TX 091225/18921925	107504	9/16/2025	215.00
		Total Paid by Vendor					**51,319.79**
	XEROX CORPORATION	1000-12-12500-515340-00000000-	024152608	POP 7/21/25-8/21/25 METER USAGE FOR PRINT SHOP	107352	9/9/2025	1,273.39
		1000-17-17100-515250-00000000-	IN3582398	POP 7/28/25-9/27/25 XEROX MONTHLY COPIES MADE	107353	9/9/2025	132.56
		Total Paid by Vendor					**1,405.95**
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9028996683	ANIMAL MEDICATION (NOT ON CONTRACT) BLANKET	107506	9/16/2025	2,398.37
		Total Paid by Vendor					**2,398.37**
	ZOLL MEDICAL CORPORATION	1000-42-42100-513040-00000000-	91000646	POP 9/1/25-8/31/26 PREVENTIVE MAINTENANCE	107355	9/9/2025	4,239.00
		Total Paid by Vendor					**4,239.00**
	Total by Fund 1000						**7,382,473.17**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	395,440.88
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	11.84
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	258,069.56
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	14.28
		1005-00-00000-517025-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	1,181.48
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	386,013.54
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	41.23

		1005-00-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	204,970.24
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	240.34
		1005-00-00000-517025-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	6,965.50
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	9,649.80
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-156.81
		1005-00-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-38,694.31
		1005-00-00000-517010-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	38.56
		1005-00-00000-517020-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	236.65
		1005-00-00000-425204-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-3,306.67
		1005-00-00000-140200-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	597.12
		Total Paid by Vendor					**1,221,313.23**
	Total by Fund 1005						**1,221,313.23**
1010	JAMES R HALL	1010-42-00000-515790-00000000-	77008	POP 9/12/25 TOWING SERVICE	90008397	9/16/2025	65.00
		1010-42-00000-515790-00000000-	77009	POP 9/12/25 TOWING SERVICE	90008397	9/16/2025	65.00
		Total Paid by Vendor					**130.00**
	Total by Fund 1010						**130.00**
2000	ALL SEASONS UNIFORMS, INC.	2000-54-54D10-515670-PT502130-	IN0155388	TRANSIT UNIFORMS (2025)	90008256	9/9/2025	92.40
		2000-54-54D41-515670-PT502130-	IN0155388	TRANSIT UNIFORMS (2025)	90008256	9/9/2025	80.20
		2000-54-54M10-515670-PT502130-	IN0155388	TRANSIT UNIFORMS (2025)	90008256	9/9/2025	2,082.00
		2000-54-54M42-515670-PT502130-	IN0155388	TRANSIT UNIFORMS (2025)	90008256	9/9/2025	236.25
		Total Paid by Vendor					**2,490.85**
	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1PXM-RQ4M-4HVM	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90008257	9/9/2025	92.99
		2000-54-54D41-515340-PT504990-	1PXM-RQ4M-4HVM	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90008257	9/9/2025	22.83
		2000-54-54M41-515340-PT504990-	1PXM-RQ4M-4HVM	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90008257	9/9/2025	22.83
		2000-54-5416D-515340-PT504990-	1PXM-RQ4M-4HVM	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90008257	9/9/2025	459.87
		2000-54-54160-515340-PT504990-	14LK-LFNY-HNMX	OFFICE SUPPLIES	90008350	9/16/2025	536.60
		Total Paid by Vendor					**1,135.12**
	DUTCH OIL COMPANY	2000-54-54999-514010-PT504010-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	24.18
		2000-54-54D10-514010-PT504010-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	751.40
		2000-54-54M10-514010-PT504010-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	1,359.72
		2000-54-54160-514010-PT504010-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	52.99
		2000-54-54D10-514010-PT504010-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	551.52
		2000-54-54M10-514010-PT504010-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	1,546.47
		2000-54-54D10-514010-PT504010-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	352.80
		2000-54-54M10-514010-PT504010-	CFN-44377	FUELING TRANS DATED 083025	90008280	9/9/2025	822.72
		2000-54-54999-514010-PT504010-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	32.16
		2000-54-54D10-514010-PT504010-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	551.29
		2000-54-54M10-514010-PT504010-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	1,472.42
		2000-54-54999-514010-PT504010-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	24.12
		2000-54-54D10-514010-PT504010-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	871.67
		2000-54-54M10-514010-PT504010-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	1,654.67
		2000-54-54D10-514010-PT504010-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	769.20
		2000-54-54M10-514010-PT504010-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	1,511.56
		2000-54-54160-514010-PT504010-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	64.65
		2000-54-54D10-514010-PT504010-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	561.12
		2000-54-54M10-514010-PT504010-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	1,760.83
		2000-54-54D10-514010-PT504010-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	386.50
		2000-54-54M10-514010-PT504010-	CFN-44637	FUELING TRANS DATED 090625	90008366	9/16/2025	816.99
		2000-54-54D10-514010-PT504010-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	645.87
		2000-54-54M10-514010-PT504010-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	1,375.55
		2000-54-54999-514010-PT504010-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	22.90
		2000-54-54D10-514010-PT504010-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	569.68
		2000-54-54M10-514010-PT504010-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	1,541.98
		2000-54-54160-514010-PT504010-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	180.82
		2000-54-54D10-514010-PT504010-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	851.88
		2000-54-54M10-514010-PT504010-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	1,454.78
		2000-54-54160-514010-PT504010-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	0.98
		2000-54-54D10-514010-PT504010-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	657.18
		2000-54-54M10-514010-PT504010-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	1,432.30
		Total Paid by Vendor					**24,672.90**
	JAMES R HALL	2000-54-54M41-513030-PT503050-	76983	COM TX 090925/76983	90008397	9/16/2025	275.00

	Total Paid by Vendor					**275.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	101.28
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	93.76
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	59.48
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	61.46
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	36.70
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	165.02
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	488.61
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	488.61
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	241.13
	2000-54-54160-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	70.30
	2000-54-54160-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	1,104.44
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	660.76
	2000-54-54D41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	776.70
	2000-54-54D41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	158.20
	2000-54-54M41-513030-PT503050-	274658	NAPA TRX DATE 082825	107274	9/9/2025	121.44
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	47.86
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	224.29
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	93.76
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	59.48
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	13.85
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	67.11
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	235.48
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	181.80
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	73.41
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	23.33
	2000-54-54M41-513030-PT503050-	274785	NAPA TRX DATE 090225	107274	9/9/2025	162.78
	2000-54-54D41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	7.05
	2000-54-54M41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	1,045.82
	2000-54-54M41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	1,113.92
	2000-54-54M41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	241.13
	2000-54-54M41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	1,770.82
	2000-54-54M41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	77.97
	2000-54-54D41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	7.05
	2000-54-54D41-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	18.60
	2000-54-54160-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	5.54
	2000-54-54160-513030-PT503050-	274916	NAPA TRX DATE 090425	107274	9/9/2025	56.98
	2000-54-54M41-513030-PT503050-	274978	NAPA TRX DATE 090525	107274	9/9/2025	4,309.84
	2000-54-54M41-513030-PT503050-	274978	NAPA TRX DATE 090525	107274	9/9/2025	85.00
	2000-54-54M41-513030-PT503050-	274978	NAPA TRX DATE 090525	107274	9/9/2025	60.61
	2000-54-54D41-513030-PT503050-	274978	NAPA TRX DATE 090525	107274	9/9/2025	7.05
	2000-54-54D41-513030-PT503050-	274978	NAPA TRX DATE 090525	107274	9/9/2025	17.78
	2000-54-54M41-513030-PT503050-	275017	NAPA TRX DATE 090825	107274	9/9/2025	770.38
	2000-54-54M41-513030-PT503050-	275017	NAPA TRX DATE 090825	107274	9/9/2025	110.00
	2000-54-54D41-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	7.05
	2000-54-54D41-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	121.10
	2000-54-54M41-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	481.85
	2000-54-54M41-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	366.67
	2000-54-54160-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	4.22
	2000-54-54D41-513030-PT503050-	275061	NAPA TRX DATE 090925	107421	9/16/2025	7.05
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	7.05
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	449.62
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	72.92
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	60.75
	2000-54-54160-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	7.05
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	677.46
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	117.11
	2000-54-54D41-513030-PT503050-	275120	NAPA TRX DATE 091025	107421	9/16/2025	31.72
	2000-54-54D41-513030-PT503050-	275171	NAPARETURNTRAN 091025	107421	9/16/2025	-449.62
	2000-54-54D41-513030-PT503050-	275171	NAPARETURNTRAN 091025	107421	9/16/2025	-72.92
	2000-54-54D41-513030-PT503050-	275171	NAPARETURNTRAN 091025	107421	9/16/2025	-60.75

		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	40.78
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	59.48
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	93.76
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	43.05
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	224.29
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	13.85
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	66.67
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	10.10
		2000-54-54M41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	47.86
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	110.89
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	13.56
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	117.11
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	122.81
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	12.78
		2000-54-54D41-513030-PT503050-	275193	NAPA TRX DATE 091125	107421	9/16/2025	55.80
		2000-54-54M41-513030-PT503050-	275277	NAPA TRX DATE 091525	107421	9/16/2025	1,045.82
		2000-54-54M41-513030-PT503050-	275277	NAPA TRX DATE 091525	107421	9/16/2025	885.41
		2000-54-54M41-513030-PT503050-	275277	NAPA TRX DATE 091525	107421	9/16/2025	33.42
		2000-54-54D41-513030-PT503050-	275277	NAPA TRX DATE 091525	107421	9/16/2025	190.40
		2000-54-54D41-513030-PT503050-	275277	NAPA TRX DATE 091525	107421	9/16/2025	11.69
		Total Paid by Vendor					**20,544.44**
	S & S FIRESTONE INC	2000-54-54D10-515580-PT504020-	4230024624	COM TX 090225/4230024624	90008263	9/9/2025	345.76
		2000-54-54D10-515580-PT504020-	4230024624	COM TX 090225/4230024624	90008263	9/9/2025	55.00
		2000-54-54D10-515580-PT504020-	4230024624	COM TX 090225/4230024624	90008263	9/9/2025	12.00
		2000-54-54D10-515580-PT504020-	4230024646	COM TX 090225/4230024646	90008263	9/9/2025	345.76
		2000-54-54D10-515580-PT504020-	4230024646	COM TX 090225/4230024646	90008263	9/9/2025	55.00
		2000-54-54D10-515580-PT504020-	4230024646	COM TX 090225/4230024646	90008263	9/9/2025	6.00
		2000-54-54D10-515580-PT504020-	4230024647	COM TX 090225/4230024647	90008263	9/9/2025	172.88
		2000-54-54D10-515580-PT504020-	4230024647	COM TX 090225/4230024647	90008263	9/9/2025	27.50
		2000-54-54D10-515580-PT504020-	4230024647	COM TX 090225/4230024647	90008263	9/9/2025	3.00
		2000-54-54M10-514010-PT504010-	4230024753	COM TX 090225/4230024753	90008263	9/9/2025	651.92
		2000-54-54M10-514010-PT504010-	4230024753	COM TX 090225/4230024753	90008263	9/9/2025	110.00
		2000-54-54M10-514010-PT504010-	4230024753	COM TX 090225/4230024753	90008263	9/9/2025	30.00
		2000-54-54M10-514010-PT504010-	4230024753	COM TX 090225/4230024753	90008263	9/9/2025	8.00
		2000-54-54D10-515580-PT504020-	4230024755	COM TX 090225/4230024755	90008263	9/9/2025	172.88
		2000-54-54D10-515580-PT504020-	4230024755	COM TX 090225/4230024755	90008263	9/9/2025	27.50
		2000-54-54D10-515580-PT504020-	4230024755	COM TX 090225/4230024755	90008263	9/9/2025	3.00
		2000-54-54D10-515580-PT504020-	4230024757	COM TX 090225/4230024757	90008263	9/9/2025	518.64
		2000-54-54D10-515580-PT504020-	4230024757	COM TX 090225/4230024757	90008263	9/9/2025	82.50
		2000-54-54D10-515580-PT504020-	4230024757	COM TX 090225/4230024757	90008263	9/9/2025	9.00
		2000-54-54M10-514010-PT504010-	4230024759	COM TX 090225/4230024759	90008263	9/9/2025	1,697.60
		2000-54-54M10-514010-PT504010-	4230024759	COM TX 090225/4230024759	90008263	9/9/2025	60.00
		2000-54-54M10-514010-PT504010-	4230024759	COM TX 090225/4230024759	90008263	9/9/2025	16.00
		2000-54-54M10-514010-PT504010-	4230024759	COM TX 090225/4230024759	90008263	9/9/2025	110.00
		Total Paid by Vendor					**4,519.94**
	SNAP-ON INDUSTRIAL DIVISION	2000-54-54160-520500-PT504990-	ARV/65502651	TRANSIT TOOL SET	107481	9/16/2025	46,396.58
		2000-54-54160-520500-PT504990-	ARV/65472299	TRANSIT TOOL SET	107481	9/16/2025	645.00
		Total Paid by Vendor					**47,041.58**
	Total by Fund 2000						**100,679.83**
2001	GORRIE REGAN & ASSOCIATES	2001-54-62000-522000-CONSTRUC-	68937	POP: 08/29/25-REPLACE GATE CONTROLLER AT 521 PRATT	90008374	9/16/2025	3,166.26
		Total Paid by Vendor					**3,166.26**
	Total by Fund 2001						**3,166.26**
2100	AMAZON CAPITAL SERVICES INC	2100-70-70100-515340-PN200015-	1YNC-DVHJ-VQ73	CHARLEEN ALLEN 305 FOUNTAIN CR HSV, AL 35801	90008257	9/9/2025	83.29
		Total Paid by Vendor					**83.29**
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	2100-70-70100-515520-PN200010-00007	2151149	MATERIALS FOR DMP (POP HOMELESS CAMP)	90008360	9/16/2025	562.70
		Total Paid by Vendor					**562.70**
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00190	5849	REHAB @ 616 EASTBROOK DRIVE(POP 8/27/25-9/5/25)	90008310	9/9/2025	23,935.00
		Total Paid by Vendor					**23,935.00**
	KASEY BECKER	2100-70-70100-515520-PN200010-00007	20334	HOMELESS CAMP PORT-A-LET SER (POP MAY 2025)	107415	9/16/2025	690.00
		2100-70-70100-515520-PN200010-00007	30396	HOMELESS CAMP PORT-A-LET SERV(POP jUNE 2025)	107415	9/16/2025	690.00
		2100-70-70100-515520-PN200010-00007	30396-A	HOMELESS CAMP PORT-A-LET SERV(POP JULY 2025)	107415	9/16/2025	690.00

		2100-70-70100-515520-PN200010-00007	30397	HOMELESS CAMP PORT-A-LET SERV(POP AUG 2025)	107415	9/16/2025	690.00
		Total Paid by Vendor					**2,760.00**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00190	9/2/2025	SERVICE FEE FOR LOANS (AUGUST 2025)	107294	9/9/2025	407.00
		Total Paid by Vendor					**407.00**
	SOLID WASTE DISPOSAL AUTHORITY	2100-70-70100-515520-PN200010-00007	T1008669	DUMP FEES (HOMELESS CAMP 8/20/25)	90008326	9/9/2025	16.23
		Total Paid by Vendor					**16.23**
	Total by Fund 2100						**27,764.22**
2101	DIOCESE OF BIRMINGHAM IN ALABAMA	2101-70-70100-515370-00000000-00157	REQ32ADMINERAP2	OUTSIDE PROF SVC REQ#32 ERAP2	90008364	9/16/2025	48,918.46
		Total Paid by Vendor					**48,918.46**
	Total by Fund 2101						**48,918.46**
2500	AL CONSTITUTION VILLAGE HUNTSVILLE HISTORIC DEPOT	2500-00-00000-515520-SLFRF009-	ARPA 120124	POP:12/01/24-12/31/24-ARPA REIMBURSEMENT RES 22-59	107244	9/9/2025	4,383.20
		Total Paid by Vendor					**4,383.20**
	THE HUNTSVILLE MUSEUM OF ART	2500-00-00000-515520-SLFRF008-	ARPA 120124	POP:12/01/24-12/31/25-ARPA REIMBURSEMENT RES 22-59	90008292	9/9/2025	1,060.02
		Total Paid by Vendor					**1,060.02**
	Total by Fund 2500						**5,443.22**
2501	URBAN STRATEGIES INC	2501-70-00000-515520-CN1405HD-	REQ4CNI1405	REIMBURSE EXPENSE REQUEST #4 POP 6/25-7/25	90008414	9/16/2025	103,491.46
		Total Paid by Vendor					**103,491.46**
	Total by Fund 2501						**103,491.46**
3020	A HARBIN INC.	3020-15-00000-520100-00000000-	174678	MOWER FOR LANDSCAPE	90008356	9/16/2025	16,664.14
		Total Paid by Vendor					**16,664.14**
	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	167342	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008255	9/9/2025	429.00
		3020-55-00000-516040-00000000-	167729	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008255	9/9/2025	1,430.00
		3020-55-00000-516010-00000000-	167118	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	1,144.00
		3020-55-00000-516010-00000000-	167152	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167184	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167187	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	429.00
		3020-55-00000-516010-00000000-	167259	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	1,430.00
		3020-55-00000-516010-00000000-	167782	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	1,430.00
		3020-55-00000-516010-00000000-	167852	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	143.00
		3020-55-00000-516010-00000000-	167783	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	572.00
		3020-55-00000-516010-00000000-	167600	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	715.00
		3020-55-00000-516010-00000000-	167485	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167483	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167421	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	143.00
		3020-55-00000-516010-00000000-	167780	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167482	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	1,430.00
		3020-55-00000-516010-00000000-	167263	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	572.00
		3020-55-00000-516010-00000000-	167343	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167345	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	1,001.00
		3020-55-00000-516010-00000000-	167346	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	167418	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	357.50
		3020-55-00000-516010-00000000-	168018	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	143.00
		3020-55-00000-516010-00000000-	168084	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	500.50
		3020-55-00000-516010-00000000-	168081	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	321.75
		3020-55-00000-516010-00000000-	168020	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008255	9/9/2025	357.50
		3020-55-00000-516040-00000000-	167853	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008349	9/16/2025	1,430.00
		3020-75-00000-529000-00000000-	167597	CONCRETE FOR REDSTONE SQUARE/ZIERDT	90008349	9/16/2025	687.00
		3020-55-00000-516010-00000000-	168296	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008349	9/16/2025	572.00
		3020-55-00000-516010-00000000-	168232	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008349	9/16/2025	286.00
		3020-55-00000-516010-00000000-	168294	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008349	9/16/2025	500.50
		3020-55-00000-516010-00000000-	168145	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008349	9/16/2025	143.00
		3020-55-00000-516010-00000000-	168297	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90008349	9/16/2025	357.50
		3020-55-00000-516040-00000000-	168295	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008349	9/16/2025	286.00
		3020-55-00000-516040-00000000-	168293	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008349	9/16/2025	1,072.50
		3020-55-00000-516040-00000000-	168077	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90008349	9/16/2025	1,001.00
		Total Paid by Vendor					**22,387.25**
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0027941-IN	GUARDRAIL REPAIR-WALL TRIANA	107366	9/16/2025	2,625.00
		3020-55-00000-516010-00000000-	0027939-IN	GUARDRAIL REPAIR-WALL TRIANA/BEADLE LN	107366	9/16/2025	3,600.00
		Total Paid by Vendor					**6,225.00**
	AMERICAN WELDING & GAS INC	3020-55-00000-516040-00000000-	0011057621	BLANKET FOR PWS-WELDING SUPPLIES	107216	9/9/2025	40.09
		3020-55-00000-516040-00000000-	0011100569	BLANKET FOR PWS-WELDING SUPPLIES	107371	9/16/2025	1,188.41

	Total Paid by Vendor					**1,228.50**
ANDERS POOL CO INC	3020-14-00000-523000-PR8405XX-	81501	2025 BLNKT POOL REPAIRS & MISC.	90008351	9/16/2025	19.98
	3020-14-00000-523000-PR8405XX-	81460	2025 BLNKT POOL REPAIRS & MISC.	90008351	9/16/2025	79.96
	Total Paid by Vendor					**99.94**
ARCSPACE STUDIO LLC	3020-14-00000-520010-00000000-	2363-09	POP: 06/27/25-08/14/25-ARCHRAL SVCS-HSV ICE SPORTS	107219	9/9/2025	328,797.00
	Total Paid by Vendor					**328,797.00**
BUILDING & EARTH SCIENCES INC	3020-14-00000-520502-00000000-	129733A	JHP SIGNS- CONSTRUCTION MATERIALS TESTING	107378	9/16/2025	612.50
	Total Paid by Vendor					**612.50**
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	2139878	FY25 LUMBER BLANKET FOR PWS	90008270	9/9/2025	131.44
	3020-55-00000-516010-00000000-	2131979	FY25 LUMBER BLANKET FOR PWS	90008270	9/9/2025	196.20
	3020-55-00000-516010-00000000-	2122214	FY25 LUMBER BLANKET FOR PWS	90008270	9/9/2025	866.00
	3020-55-00000-516040-00000000-	2117140	FY25 LUMBER BLANKET FOR PWS	90008270	9/9/2025	2,771.52
	3020-55-00000-516010-00000000-	2147664	FY25 LUMBER BLANKET FOR PWS	90008360	9/16/2025	113.00
	Total Paid by Vendor					**4,078.16**
CONSOLIDATED WIRING LLC	3020-75-00000-529000-00000000-	COHT25-102	POP:05/27/25-06/11/25-DIRECTIONAL BORING, PROJECT	107235	9/9/2025	26,840.00
	Total Paid by Vendor					**26,840.00**
CTU OF HUNTSVILLE LLC	3020-15-00000-520100-00000000-	51930	POP: 08/26/25-LEER TOPPERS FOR HPD CANINE	90008274	9/9/2025	11,600.50
	Total Paid by Vendor					**11,600.50**
DEERE & COMPANY	3020-15-00000-520100-00000000-	117802211	UTILITY TRACTOR AND ROTARY CUTTER FOR LANDSCAPE	107239	9/9/2025	47,285.57
	Total Paid by Vendor					**47,285.57**
FORESITE GROUP LLC	3020-14-00000-520010-00000000-	109286	POP:07/08/25-08/11/25 ENGINEER SVCS- GOLD/SCHIFF	90008284	9/9/2025	19,305.00
	Total Paid by Vendor					**19,305.00**
GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9350016846	ELECTRICAL ITEMS-REDSTONE SQUARE/ZIERDT	107397	9/16/2025	7.82
	3020-75-00000-529000-00000000-	9350034061	ELECTRICAL ITEMS-REDSTONE SQUARE/ZIERDT	107397	9/16/2025	1,182.63
	Total Paid by Vendor					**1,190.45**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	INV-GRT76002	POP:08/01/25-08/31/25-HAYS NATURE PRESERVE	107398	9/16/2025	1,160.00
	Total Paid by Vendor					**1,160.00**
HEATH WALLACE	3020-14-00000-520502-00000000-	APPL#5 JHP ST SIGNS	#5 POP: 07/21/25-08/20/25 JHP STREET SIGNS	107402	9/16/2025	72,218.55
	Total Paid by Vendor					**72,218.55**
JAMES R HALL	3020-55-00000-516020-00000000-	76694	POP 8/21/25 FOR TOWING (RESURFACING)	90008319	9/9/2025	65.00
	Total Paid by Vendor					**65.00**
JOHN BOUCHARD & SONS CO	3020-55-00000-516040-00000000-	25-F9852	MANHOLE LIDS FOR PWS CONSTRUCTION	107260	9/9/2025	3,000.00
	Total Paid by Vendor					**3,000.00**
KENNEDY BROTHERS CONTRACTING	3020-14-00000-513010-PR8610XX-	4731	POP: 06/16/25-07/22/25-FS17 STRUCTURAL REPAIRS	107262	9/9/2025	24,900.00
	Total Paid by Vendor					**24,900.00**
KEVIN R WHITWORTH	3020-55-00000-528003-00000000-	APPL# 3 PH2 ADA UPGR	#3, POP:08/01/25-09/03/25 ST CONCRETE-ADA UPGRADE	90008418	9/16/2025	145,506.75
	Total Paid by Vendor					**145,506.75**
LAMBERT CONTRACTING LLC	3020-55-00000-528003-00000000-	APPL#2 - ST ADA UPGR	#2,POP 08/01/25-08/31/25 STREETS CONCRETE-ADA UPGR	107418	9/16/2025	292,936.30
	Total Paid by Vendor					**292,936.30**
MOBILE COMMUNICATIONS AMERICA INC	3020-44-00000-520500-00000000-	219001435-1	POP 7/28/25 FOR SIREN REPAIR	90008308	9/9/2025	521.00
	3020-15-00000-520100-00000000-	762007528-01	POP 9/4/25 LIGHTBAR INSTAL F250 FOR LANDSCAP	90008308	9/9/2025	460.00
	3020-15-00000-520100-00000000-	762007530-1	POP 9/4/25 EQUIPMENT INSTALL FOR #022800	90008308	9/9/2025	460.00
	3020-44-00000-520500-00000000-	638004286-2	POP 8/14/25-8/19/25 SIREN PREVENATIVE MAINTENANCE	90008388	9/16/2025	3,600.00
	3020-15-00000-520100-00000000-	762007479-1	EQUIPMENT FOR #022804 & 022805 2024 F150 FOR HPD	90008388	9/16/2025	21,160.00
	3020-44-00000-520500-00000000-	219001442-1	POP 9/8/25 FOR SIREN REPAIR	90008388	9/16/2025	277.50
	Total Paid by Vendor					**26,478.50**
PEC STRUCTURAL ENGINEERING INC	3020-14-00000-520010-00000000-	24-176-005	POP 06/12/25-08/11/25 STRUCTURAL DESIGN SERVICES	107438	9/16/2025	2,230.00
	Total Paid by Vendor					**2,230.00**
PPG PITTSBURGH PAINTS	3020-52-00000-513010-PR8431XX-	922820013794	PAINT FOR TRAIL SIGNS - HAYS	107289	9/9/2025	207.76
	Total Paid by Vendor					**207.76**
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	102941	INV FOR CM 102558 TAKEN IN ERROR	90008317	9/9/2025	457.75
	3020-14-00000-513010-PR8610XX-	102942	INV FOR CM 102602 TAKEN IN ERROR	90008317	9/9/2025	1,978.51
	3020-14-00000-513010-PR8610XX-	102943	INV FOR CM 102605 TAKEN IN ERROR	90008317	9/9/2025	980.70
	Total Paid by Vendor					**3,416.96**
RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516040-00000000-	10630	POP 9/15/25 CONCRETE LINE PUMPING	107468	9/16/2025	579.30
	Total Paid by Vendor					**579.30**
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0203003952	FY25-Q4-ASPHALT-BLANKET	107310	9/9/2025	1,820.94
	3020-55-00000-516010-00000000-	0209001631	POP 8/11/25-8/12/25 -Q4-ASPHALT-BLANKET	107310	9/9/2025	8,024.04
	3020-55-00000-516010-00000000-	0209001636	POP 8/19/25-8/22/25 -Q4-ASPHALT-BLANKET	107310	9/9/2025	1,656.02
	3020-55-00000-516010-00000000-	0203003953	POP 8/25/25-8/27/25-Q4-ASPHALT-BLANKET	107310	9/9/2025	3,202.92
	3020-55-00000-516010-00000000-	0203003977	POP 9/3/25-9/5/25 -Q4-ASPHALT-BLANKET	107469	9/16/2025	765.08

		3020-55-00000-516010-00000000-	0209001646	POP 9/3/25-9/4/25 -Q4-ASPHALT-BLANKET	107469	9/16/2025	912.64
		3020-55-00000-516020-00000000-	APPL#12 RESUR RES ST	#12 POP:08/01/25-08/31/25 RESURF RES ST FY24 PH3	107469	9/16/2025	377,522.70
		Total Paid by Vendor					**393,904.34**
	RYAN THOMAS HUGHES	3020-15-00000-520100-00000000-	03	POP 9/14/25 WINDOW TINTEQ# 022811, 022804, 021773	107361	9/16/2025	525.00
		Total Paid by Vendor					**525.00**
	SANSOM EQUIPMENT COMPANY INC	3020-15-00000-520100-00000000-	E00585	GARBAGE TRUCK FOR LANDSCAPE	107314	9/9/2025	289,560.65
		3020-15-00000-520100-00000000-	E00586	GARBAGE TRUCK FOR LANDSCAPE	107314	9/9/2025	289,560.65
		Total Paid by Vendor					**579,121.30**
	SCHOEL ENGINEERING COMPANY INC	3020-14-00000-521003-00000000-	534965	POP:04/01/25-04/30/25 ENGINEERING SVCS- DON MIN	107316	9/9/2025	5,220.00
		3020-14-00000-521003-00000000-	535228	POP:05/01/25-05/31/25 ENGINEERING SVCS- DON MIN	107316	9/9/2025	1,220.00
		Total Paid by Vendor					**6,440.00**
	SEWN PRODUCTS LLC	3020-15-00000-520100-00000000-	PSI-135149	SEAT COVERS FOR EQ# 022804 HPD	107477	9/16/2025	357.00
		Total Paid by Vendor					**357.00**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	157509740-001	FY25 PWS IRRIGATION BLANKET	107320	9/9/2025	91.24
		Total Paid by Vendor					**91.24**
	SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	9841	POP 8/28/25 SPECTRUM FIBER INSTALLS/WORK FOR COH	107326	9/9/2025	2,089.81
		3020-17-00000-520500-PR8629XX-	10015	POP 9/4/25 SPECTRUM FIBER INSTALLS	107326	9/9/2025	2,226.58
		Total Paid by Vendor					**4,316.39**
	STEWART CONTRACTING LLC	3020-55-00000-516040-00000000-	1214	TOPSOIL FOR MAINT STOCK	90008406	9/16/2025	3,250.00
		Total Paid by Vendor					**3,250.00**
	THOMPSON TRACTOR COMPANY INC	3020-15-00000-520100-00000000-	SPI01707791	COMPACT TRACK LOADER FOR LANDSCAPE	107487	9/16/2025	102,238.32
		Total Paid by Vendor					**102,238.32**
	TOP SURFACE LLC	3020-14-00000-523000-PR8405XX-	1069	POP 8/1/25-9/10/25 FALLEN OFFICERS/ VETERANS MEM	90008412	9/16/2025	600.00
		Total Paid by Vendor					**600.00**
	TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	42866	SOD FOR MAINT	107340	9/9/2025	337.50
		Total Paid by Vendor					**337.50**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529001-00000000-	321899	NOTRAFFIC-ENTERPRISE/WESTSIDE CENTRE	90008415	9/16/2025	24,988.50
		3020-75-00000-529000-00000000-	321918	HARDWARE FOR PROJECT	90008415	9/16/2025	220.00
		Total Paid by Vendor					**25,208.50**
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	4325227	FY25 Q4 CONST ROCK-BLANKET	90008341	9/9/2025	841.50
		3020-55-00000-516040-00000000-	4256508	FY25 Q4 CONST ROCK-BLANKET	90008341	9/9/2025	543.84
		3020-55-00000-516010-00000000-	4257152	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	583.12
		3020-55-00000-516010-00000000-	4325269	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	265.34
		3020-55-00000-516010-00000000-	4363526	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	1,698.20
		3020-55-00000-516010-00000000-	4364352	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	845.75
		3020-55-00000-516010-00000000-	4325838	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	423.23
		3020-55-00000-516010-00000000-	4363650	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	610.54
		3020-55-00000-516010-00000000-	4326342	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	172.10
		3020-55-00000-516010-00000000-	4388489	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	1,167.92
		3020-55-00000-516010-00000000-	4387703	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	824.19
		3020-55-00000-516010-00000000-	4387439	FY25-Q4-ROCK BLANKET-MAINT	90008341	9/9/2025	1,521.70
		3020-55-00000-516010-00000000-	4443991	FY25-Q4-ROCK BLANKET-MAINT	90008416	9/16/2025	3,572.16
		3020-55-00000-516010-00000000-	4444122	FY25-Q4-ROCK BLANKET-MAINT	90008416	9/16/2025	1,099.34
		Total Paid by Vendor					**14,168.93**
	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516010-00000000-	252499	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	326.80
		3020-55-00000-516010-00000000-	252893	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	306.28
		3020-55-00000-516010-00000000-	253020	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	194.56
		3020-55-00000-516010-00000000-	253247	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	6,156.76
		3020-55-00000-516010-00000000-	253261	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	1,407.52
		3020-55-00000-516010-00000000-	253326	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	141.36
		3020-55-00000-516010-00000000-	253971	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	112.48
		3020-55-00000-516010-00000000-	253919	FY25-Q4-ASPHALT-BLANKET	90008346	9/9/2025	164.92
		3020-55-00000-516010-00000000-	254788	FY25-Q4-ASPHALT-BLANKET	90008419	9/16/2025	290.32
		3020-55-00000-516010-00000000-	254797	FY25-Q4-ASPHALT-BLANKET	90008419	9/16/2025	332.12
		3020-55-00000-516010-00000000-	255082	FY25-Q4-ASPHALT-BLANKET	90008419	9/16/2025	225.72
		3020-55-00000-516010-00000000-	255240	FY25-Q4-ASPHALT-BLANKET	90008419	9/16/2025	172.52
		3020-55-00000-516010-00000000-	255249	FY25-Q4-ASPHALT-BLANKET	90008419	9/16/2025	237.12
		Total Paid by Vendor					**10,068.48**
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	B59401	ESCAPES FOR HPD	107503	9/16/2025	25,577.42
		Total Paid by Vendor					**25,577.42**
	Total by Fund 3020						**2,225,217.55**

3040	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 9/1/25 2021VBC	DEBT SERVICE PAYMENT DUE 9/1/25 - 2021VBC	107359	9/12/2025	36,588.44
		3040-00-00000-602000-DE2021VB-	DEBT 9/1/25 2021VBC	DEBT SERVICE PAYMENT DUE 9/1/25 - 2021VBC	107359	9/12/2025	7,667.92
		3040-00-00000-460100-00000000-	DEBT 9/1/25 2021VBC	DEBT SERVICE PAYMENT DUE 9/1/25 - 2021VBC	107359	9/12/2025	0.01
		Total Paid by Vendor					**44,256.37**
	REGIONS BANK	3040-00-00000-601000-DE2023EX-	DEBT 9/1/25 2023E	DEBT SERVICE PAYMENT DUE 9/1/25 - 2023E	107360	9/12/2025	48,000.00
		3040-00-00000-602000-DE2023EX-	DEBT 9/1/25 2023E	DEBT SERVICE PAYMENT DUE 9/1/25 - 2023E	107360	9/12/2025	33,843.60
		Total Paid by Vendor					**81,843.60**
	VON BRAUN CENTER	3040-00-00000-636101-00000000-	25090901	POP: 7/1-7/31/25 VBC MASTER PLAN ARCHITECT FEES	107498	9/16/2025	499,353.49
		Total Paid by Vendor					**499,353.49**
	Total by Fund 3040						**625,453.46**
3050	MIMS ENGINEERING INC	3050-14-00000-521027-00000000-	14149-R	POP:05/14/25-06/09/25 ENG SRVS-TENNIS CENTER EXPN	107424	9/16/2025	400.00
		Total Paid by Vendor					**400.00**
	Total by Fund 3050						**400.00**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	LRAC 091225	ROCKET CITY CHAIN GANG DISC GOLF	90008375	9/16/2025	3,500.00
		3060-00-00000-610022-00000000-	LRAC 091225	NJCAA BEACH VOLLEYBALL CHAMPIONSHIPS	90008375	9/16/2025	25,000.00
		3060-00-00000-610022-00000000-	LRAC 091225	USTA GIRLS 16 CLAY COURT CHAMPIONSHIPS	90008375	9/16/2025	42,500.00
		3060-00-00000-610022-00000000-	LRAC 091225	GREATER TN VALLEY BODYBUILDING EVENT	90008375	9/16/2025	2,500.00
		Total Paid by Vendor					**73,500.00**
	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	LRAC 090825	HAS SUMMER LC INVITE	90008294	9/9/2025	12,000.00
		3060-00-00000-610019-00000000-	LRAC 090825	RALLY VOLLEYBALL CONTRACT FEE	90008294	9/9/2025	105,000.00
		3060-00-00000-610019-00000000-	LRAC 091125	RALLY VOLLEYBALL CONTRACT FEE	90008377	9/16/2025	100,000.00
		Total Paid by Vendor					**217,000.00**
	Total by Fund 3060						**290,500.00**
3080	BREEZE AVIATION GROUP	3080-71-00000-530000-BUDGET01-	820079	POP: 08/01/25-08/31/25-BREEZE INCENTIVE PAYMENTS	90008355	9/16/2025	20,000.00
		Total Paid by Vendor					**20,000.00**
	BULLS CONSTRUCTION GROUP LLC	3080-71-00000-524027-00000000-	APPL#6 MIDCITY DR	#6 POP:03/01/25-09/03/25 MIDCITY THE POINT STREETS	90008267	9/9/2025	405,747.87
		Total Paid by Vendor					**405,747.87**
	CROY ENGINEERING LLC	3080-71-00000-524009-00000000-	32366	POP: 07/26/25-08/25/25 PARKING LOT HOMES/MONROE ST	107387	9/16/2025	19,734.33
		Total Paid by Vendor					**19,734.33**
	GRAYSON CARTER & SON CONTRACTING INC	3080-71-00000-521000-PR7519XX-	APPL #12, LOWE AVE	#11, POP:07/05/25 - 08/05/25 LOWE AVE STREETSCAPE	90008288	9/9/2025	615,540.15
		Total Paid by Vendor					**615,540.15**
	LANIER FORD SHAVER & PAYNE PC	3080-71-00000-524022-00000000-	WINCHESTER TRACT 5	WINCHESTER RD IMPROVE TRACT 5 SULLIVAN ROW	107265	9/9/2025	4,000.00
		3080-71-00000-530000-BUDGET01-	25-426-SHGA	POP: 08/22/25 LEGAL SERVICES (BLANKET)	107202	9/5/2025	2,024.44
		Total Paid by Vendor					**6,024.44**
	MILL CREEK PHASE 1, LP	3080-71-00000-524007-00000000-	DRAW 7 CNI	CNI MILL CREEK PREDEV DRAW 7 POP 07/01-8/31	90008387	9/16/2025	173,970.04
		Total Paid by Vendor					**173,970.04**
	ROGERS GROUP INC	3080-71-00000-524008-00000000-	3725008-16-1	POP:08/01/25-08/31/25 KENWOOD DRIVE PAVING SHANE	107310	9/9/2025	31,263.07
		3080-71-00000-524009-00000000-	3725008-27-1	POP:09/01/25-09/30/25 PINHOOK POLE 4 ALAN	107469	9/16/2025	7,886.71
		Total Paid by Vendor					**39,149.78**
	S&ME INC	3080-71-00000-524000-BUDGET01-	1295783	POP 8/1/25-8/21/25 NORTHERN BYPASS NPDES	107312	9/9/2025	1,240.00
		Total Paid by Vendor					**1,240.00**
	SOLID WASTE DISPOSAL AUTHORITY	3080-71-00000-530000-BUDGET01-	T1008689	POP 8/1/25-8/31/25 TIPPING FEE FOR SWAIM	90008326	9/9/2025	9,121.54
		Total Paid by Vendor					**9,121.54**
	THE FERGUSON GROUP LLC	3080-71-00000-528006-00000000-	INV4010	POP 5/17/25-6/26/25 GRANT WRITING SERVICES	107246	9/9/2025	4,999.50
		Total Paid by Vendor					**4,999.50**
	WIREGRASS CONSTRUCTION COMPANY INC	3080-71-00000-524042-CONSTRUC-00172	APPL #17 N BYPASS	#17 POP: 08/01/25-08/31/25-N BYPASS CONSTRUCTION	90008419	9/16/2025	1,745,108.39
		Total Paid by Vendor					**1,745,108.39**
	Total by Fund 3080						**3,040,636.04**
3202	BRADLEY ARANT BOULT CUMMINGS, LLP	3202-00-00000-605000-00000000-	0H9890/401028A	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107356	9/10/2025	9,166.67
		Total Paid by Vendor					**9,166.67**
	THE ARBITRAGE GROUP, INC.	3202-00-00000-605000-00000000-	88386	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107335	9/9/2025	583.33
		Total Paid by Vendor					**583.33**
	Total by Fund 3202						**9,750.00**
3204	BRADLEY ARANT BOULT CUMMINGS, LLP	3204-00-00000-605000-00000000-	0H9890/401028A	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107356	9/10/2025	9,166.67
		Total Paid by Vendor					**9,166.67**
	THE ARBITRAGE GROUP, INC.	3204-00-00000-605000-00000000-	88386	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107335	9/9/2025	583.33
		Total Paid by Vendor					**583.33**
	Total by Fund 3204						**9,750.00**
3206	BRADLEY ARANT BOULT CUMMINGS, LLP	3206-00-00000-605000-00000000-	0H9890/401028A	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107356	9/10/2025	9,166.66
		Total Paid by Vendor					**9,166.66**
	THE ARBITRAGE GROUP, INC.	3206-00-00000-605000-00000000-	88386	PROF SVCS FOR DEFEASANCE OF TIF 2, 4, & 6 WARRANTS	107335	9/9/2025	583.34

		Total Paid by Vendor					**583.34**
	Total by Fund 3206						**9,750.00**
3207	REGIONS BANK	3207-00-00000-601000-DE2020EX-	DEBT 9/1/25 2020E	DEBT SERVICE PAYMENT DUE 9/1/25 - 2020E	107358	9/12/2025	79,782.10
		3207-00-00000-602000-DE2020EX-	DEBT 9/1/25 2020E	DEBT SERVICE PAYMENT DUE 9/1/25 - 2020E	107358	9/12/2025	14,189.52
		Total Paid by Vendor					**93,971.62**
	Total by Fund 3207						**93,971.62**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	106-35050-00-0825	POP:07/22/25-08/21/25-ELECTRIC SERVICES UTILITIES	90008261	9/9/2025	36.62
		3310-71-00000-515550-00000000-	136-36500-00-0825	POP: 07/28/25-08/25/25-ELECTRIC SERVICES UTILITIES	90008261	9/9/2025	18.93
		3310-71-00000-515550-00000000-	136-34530-00-0825	POP:07/25/25-08/25/25-ELECTRIC SERVICES UTILITIES	90008261	9/9/2025	18.50
		3310-71-00000-515550-00000000-	136-16650-00-0825	POP:07/24/25-08/25/25-ELECTRIC SERVICES UTILITIES	90008261	9/9/2025	67.27
		3310-71-00000-515550-00000000-	136-56300-00-0825	POP:07/25/25-08/25/25-ELECTRIC SERVICES UTILITIES	90008261	9/9/2025	14.90
		Total Paid by Vendor					**156.22**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	779183-082625	POP: 07/22/25-08/18/25 -STREET & TRAFFIC LIGHTS	107258	9/9/2025	677.24
		3310-71-00000-515550-00000000-	1079040-082225	POP: 08/06/25-08/23/25-STREET & TRAFFIC LIGHTS	107258	9/9/2025	11.96
		3310-71-00000-515550-00000000-	1080874-082225	POP: 08/20/25-08/23/25 - STREET & TRAFFIC LIGHTS	107258	9/9/2025	60.26
		Total Paid by Vendor					**749.46**
	Total by Fund 3310						**905.68**
3430	BILL PENNEY MOTOR COMPANY INC	3430-41-00000-515520-00000000-	576322	POP: 07/25/25-09/09/25-STAC VEHICLE REPAIR	107374	9/16/2025	17,865.60
		Total Paid by Vendor					**17,865.60**
	CCF&T LLC	3430-41-00000-515520-00000000-	2955	POP: 09/04/25 -STAC VEHICLE REPAIR	107381	9/16/2025	1,948.15
		Total Paid by Vendor					**1,948.15**
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-426990	POP: 09/02/25 - STAC VEHICLE REPAIR/MTNC	90008283	9/9/2025	88.96
		3430-41-00000-515520-00000000-	00019-427117	POP: 09/04/25-STAC VEHICLE REPAIR/MTNC	90008283	9/9/2025	866.47
		3430-41-00000-515520-00000000-	00019-427362	POP: 09/09/25 -STAC VEHICLE REPAIR	90008369	9/16/2025	70.98
		Total Paid by Vendor					**1,026.41**
	JAMES R HALL	3430-41-00000-515520-00000000-	76633	POP 8/28/25 STAC TOWING FEE	90008319	9/9/2025	65.00
		Total Paid by Vendor					**65.00**
	RUSSELL CLINICS, LLC	3430-41-00000-515520-00000000-	424327	POP 9/15/25 STAC K9 VET CHARGES	90008398	9/16/2025	62.00
		Total Paid by Vendor					**62.00**
	SIRCHIE ACQUISITION COMPANY LLC	3430-41-00000-515520-00000000-	0708166-IN	STAC DRUG TEST KITS	107479	9/16/2025	379.95
		Total Paid by Vendor					**379.95**
	THE BATTERY STORE INC	3430-41-00000-515520-00000000-	307036	REPLACEMENT BATTERY FOR STAC VEHICLE	107223	9/9/2025	195.00
		Total Paid by Vendor					**195.00**
	WARR AUTOMOTIVE, INC.	3430-41-00000-515520-00000000-	14267	POP 9/4/25 VEHICLE TINT/SECURITY INSTALL	90008342	9/9/2025	772.19
		3430-41-00000-515520-00000000-	14210	POP 8/28/25 STAC VEHICLE K9 SYSTEM ACCESS.	90008342	9/9/2025	604.79
		Total Paid by Vendor					**1,376.98**
	Total by Fund 3430						**22,919.09**
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	36261	POP:09/01/25-09/30/25-CUMMINGS RESEARCH PK ANNUALS	107207	9/9/2025	462.00
		Total Paid by Vendor					**462.00**
	Total by Fund 3700						**462.00**
3900	12 VOLT TECHS & TINT INC	3900-44-00000-515340-00000000-	606643	POP 8/29/25 EMA - DETAILING	90008251	9/9/2025	1,625.00
		Total Paid by Vendor					**1,625.00**
	ALLIED PHOTOCOPY INC	3900-44-00000-515340-00000000-	1211848	POP: 08/28/25-EMA LOGO SIGN - ALLIED	107213	9/9/2025	204.00
		3900-44-00000-515340-00000000-	1212561	POP: 09/10/25 - EMA SIGN - EOC LOCATION	107368	9/16/2025	179.00
		Total Paid by Vendor					**383.00**
	AMAZON CAPITAL SERVICES INC	3900-44-00000-515340-00000000-	17D4-HJDP-RDYV	EMMA LANSDELL, 305 FOUNTAIN CIR, HSV AL 35801 EMA	90008257	9/9/2025	42.22
		3900-44-00000-515340-00000000-	1FR6-3LV7-3W96	LAPTOP/OFFICE SUPPLIES	90008257	9/9/2025	34.25
		3900-44-00000-515340-00000000-	1H9L-M7RR-YG3L	BULBS FOR COMMAND POST TRAILER	90008350	9/16/2025	52.37
		Total Paid by Vendor					**128.84**
	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831109012025	POP:07/24/25-08/23/25 MOBILITY CRADLEPOINT FOR EMA	107221	9/9/2025	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-44374	FUELING TRANS DATED 082925	90008280	9/9/2025	31.04
		3900-44-00000-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	70.73
		Total Paid by Vendor					**101.77**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	3110100101140825	POP: 06/07/25-07/29/25-HUNTSVILLE UTILITIES	107409	9/16/2025	1,076.17
		3900-44-00000-515700-00000000-	177964-080825	POP: 07/11/25-08/25/25-HUNTSVILLE UTILITIES	107409	9/16/2025	1,368.64
		Total Paid by Vendor					**2,444.81**
	Total by Fund 3900						**4,723.41**
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	153	POP: 07/22/25-08/18/25- UTILITY BILL	107258	9/9/2025	14,427.72
		Total Paid by Vendor					**14,427.72**
	Total by Fund 3910						**14,427.72**

3930	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	1014471-091225	POP: 08/06/25-09/05/25-UTILITY BILL	107409	9/16/2025	3,592.47
		3930-91-00000-515700-00000000-	589176-091225	POP: 08/06/25-09/05/25-UTILITY BILL	107409	9/16/2025	2,653.04
		3930-91-00000-515700-00000000-	766458-091225	POP: 08/06/25-09/05/25-UTILITY BILL	107409	9/16/2025	238.58
		3930-91-00000-515700-00000000-	225230-090825	POP: 07/29/25-08/27/25-UTILITY BILL	107409	9/16/2025	2,478.63
		3930-91-00000-515700-00000000-	580047-091225	POP: 08/07/25-09/05/25-UTILITY BILL	107409	9/16/2025	368.11
		3930-91-00000-515700-00000000-	112067-091225	POP: 08/12/25-09/05/25-UTILITY BILL	107409	9/16/2025	27.90
		3930-91-00000-515700-00000000-	112024-091225	POP: 08/07/25-09/05/25-UTILITY BILL	107409	9/16/2025	14.56
		3930-91-00000-515700-00000000-	1014181-091225	POP: 08/06/25-09/05/25-UTILITY BILL	107409	9/16/2025	311.43
		Total Paid by Vendor					**9,684.72**
	Total by Fund 3930						**9,684.72**
4015	ALLSTEEL LLC	4015-14-00000-522010-00000000-	2516207	CITY ADMIN OFFICE FURNITURE-NEW CITY HALL	107370	9/16/2025	16,251.58
		Total Paid by Vendor					**16,251.58**
	PRO ELECTRIC INC	4015-14-00000-522010-00000000-	W43710	POP 7/1/25-8/19/25 770 BUILD OUT - ELECTRIC	90008394	9/16/2025	4,955.46
		Total Paid by Vendor					**4,955.46**
	QUALITY GLASS CO	4015-14-00000-522010-00000000-	50941	POP 5/28/25 WINDOW FROSTING-LEGAL	107443	9/16/2025	946.16
		Total Paid by Vendor					**946.16**
	Total by Fund 4015						**22,153.20**
4017	AMIRI ENGINEERING CORP	4017-14-00000-521028-00000000-	6908	POP:10/01/24-07/31/25 ENGINEER SVCS- HAYS FARM	107217	9/9/2025	30,259.50
		Total Paid by Vendor					**30,259.50**
	APHIX LLC	4017-14-00000-523023-PHASE004-	162204	POP: 07/15/25-IRRIGATION REPAIR, SANDRA MOON PH 4	90008352	9/16/2025	9,524.14
		Total Paid by Vendor					**9,524.14**
	C SPIRE BUSINESS	4017-14-00000-522021-00000000-	C030214782	ITS EQUIPMENT-MARTIN RD REC CENTER	107227	9/9/2025	5,797.19
		Total Paid by Vendor					**5,797.19**
	CHORBA CONTRACTING CORP	4017-14-00000-521027-00000000-	APPL#11 - JHP TENNIS	#11 POP:07/29/25-08/25/25 CONSTRUCT SVCS-JHP TENN	90008359	9/16/2025	212,745.00
		Total Paid by Vendor					**212,745.00**
	ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	4017-14-00000-521035-00000000-	5107	POP: 6/01/25-7/31/25 JHP VOLLEYBALL PAVILION ADD	107389	9/16/2025	675.00
		Total Paid by Vendor					**675.00**
	HYDE ENGINEERING INC	4017-14-00000-521035-00000000-	25247.19	POP: 09/05/25 - DESIGN SERVICES -JHP VOLLEYBALL	107410	9/16/2025	950.00
		Total Paid by Vendor					**950.00**
	KPS GROUP INC	4017-14-00000-523023-PHASE004-	225031-00-33	POP:08/01/25-08/31/25 ARCHITECT SVCS- SANDRA MOON	107417	9/16/2025	51,311.65
		Total Paid by Vendor					**51,311.65**
	MIMS ENGINEERING INC	4017-14-00000-521035-00000000-	14158-R	POP:01/01/25-08/25/25 DESIGN -JHP VOLLEYBALL	107424	9/16/2025	6,000.00
		Total Paid by Vendor					**6,000.00**
	PEARCE CONSTRUCTION CO INC	4017-14-00000-521035-00000000-	APPL #2 - JHP VB PAV	#2 POP:05/01/25-07/31/25-CONSTRUCT-JHP SAND VB PAV	90008312	9/9/2025	174,023.85
		Total Paid by Vendor					**174,023.85**
	SCHOEL ENGINEERING COMPANY INC	4017-14-00000-521035-00000000-	534021	POP 1/1/25-1/31/25 CONSULTING SERVICES	107316	9/9/2025	6,575.00
		4017-14-00000-521035-00000000-	536082	POP:07/01/25-07/31/25 JHP SAND VOLLEYBALL	107474	9/16/2025	1,900.00
		Total Paid by Vendor					**8,475.00**
	Total by Fund 4017						**499,761.33**
4018	BOSTICK LANDSCAPE ARCHITECTS	4018-14-00000-521028-00000000-	APPL #9 HAYS PARK	#9, POP 07/01/25-08/31/25 ARCH SVCS - HAYS	107376	9/16/2025	11,392.00
		Total Paid by Vendor					**11,392.00**
	UES PROFESSIONAL SOLUTIONS 18 LLC	4018-71-00000-524045-00000000-	0001808587	POP 2/1/25-3/1/25 COMMONS OLD GURLEY ROAD	90008338	9/9/2025	1,320.00
		4018-71-00000-524045-00000000-	0182511178	POP 4/1/25-5/17/25 COMMONS OLD GURLEY ROAD	90008338	9/9/2025	2,750.00
		Total Paid by Vendor					**4,070.00**
	Total by Fund 4018						**15,462.00**
4020	VON BRAUN CENTER	4020-00-00000-523047-00000000-	25090902	POP: 5/1/25-7/31/25 VBC CONCERT HALL BOH ARCHITECT	107498	9/16/2025	78,971.91
		4020-00-00000-523049-00000000-	25090903	POP: 4/5/25-7/31/25 VBC LIGHTING & SPRINKLER ARCHI	107498	9/16/2025	13,341.06
		4020-00-00000-523054-00000000-	25090904	POP: 3/1/25-7/31/25 VBC KITCHEN RENOV ARCHITECT	107498	9/16/2025	10,417.13
		4020-00-00000-523050-00000000-	25090905	POP: 4/6/25-6/30/25 VBC PLAYHOUSE REROOF ARCHITECT	107498	9/16/2025	3,361.63
		Total Paid by Vendor					**106,091.73**
	Total by Fund 4020						**106,091.73**
4021	ARCO MURRAY NATIONAL HOLDINGS INC	4021-14-00000-522022-00000000-	APPL#2 - ICE CTR EXP	#2, POP:08/01/25-08/31/25 CONSTRUCTION - HSV ICE	90008260	9/9/2025	565,434.30
		Total Paid by Vendor					**565,434.30**
	BOSTICK LANDSCAPE ARCHITECTS	4021-14-00000-522023-00000000-	09/02/25	POP:08/01/25-08/31/25LANDSC ARCHIT SVC-VETS MUSEUM	107376	9/16/2025	437.50
		Total Paid by Vendor					**437.50**
	GTEC LLC	4021-14-00000-522023-00000000-	3986	POP:05/14/25-06/29/25 ENGINEER SVCS- VETERANS	90008289	9/9/2025	3,042.50
		Total Paid by Vendor					**3,042.50**
	Total by Fund 4021						**568,914.30**
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	WW EXAM FEES 091525	WW EXAM FEES FOR 6 EMPLOYEES CERTIFICATE	107362	9/16/2025	750.00
		Total Paid by Vendor					**750.00**
	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	11383910	POP: 09/04/25-HOSE REPAIRS (BLANKET)	107364	9/16/2025	642.80

	Total Paid by Vendor					**642.80**
ALABAMA CONCRETE INC	6000-76-76370-513040-00000000-	168082	LIFT STAION REPAIRS (BLANKET)	90008349	9/16/2025	534.00
	Total Paid by Vendor					**534.00**
AMAZON CAPITAL SERVICES INC	6000-76-76200-515340-00000000-	17KT-RF4X-6DP6	SEWER CONSTRUCTION	90008350	9/16/2025	330.98
	6000-76-76200-515340-00000000-	1CR3-FQJL-33WH	MAINTENANCE	90008350	9/16/2025	10.88
	6000-76-76200-515340-00000000-	1WQG-FFXD-6KP1	MAINTENANCE TRUCK	90008350	9/16/2025	19.90
	Total Paid by Vendor					**361.76**
AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0011073144	POP: 08/01/25-08/29/25-MTN SHOP CYLINDER RENTAL	107371	9/16/2025	223.26
	6000-76-76200-515340-00000000-	0011090021	POP: 08/01/25-08/31/25-MTN SHOP CYLINDER RENTAL	107371	9/16/2025	442.00
	Total Paid by Vendor					**665.26**
ATHENS UTILITIES	6000-76-76370-515700-00000000-	136-68820-00-0825	POP: 07/25/25-08/25/25-LIFT STATION UTILITIES	90008261	9/9/2025	21.30
	6000-76-76370-515700-00000000-	108-08250-01-0825	POP: 07/22/25-08/21/25-LIFT STATION UTILITIES	90008261	9/9/2025	2,504.81
	6000-76-76370-515700-00000000-	108-26005-01-0825	POP: 07/22/25-08/21/25-LIFT STATION UTILITIES	90008261	9/9/2025	46.36
	6000-76-76370-515700-00000000-	116-32200-01-0825	POP: 07/23/25-08/22/25-LIFT STATION UTILITIES	90008261	9/9/2025	190.43
	6000-76-76370-515700-00000000-	136-16500-01-0825	POP: 07/25/25-08/25/25-LIFT STATION UTILITIES	90008261	9/9/2025	1,701.69
	6000-76-76370-515700-00000000-	118-34918-00-0825	POP: 07/23/25-08/22/25-LIFT STATION UTILITIES	90008261	9/9/2025	93.06
	6000-76-76370-515700-00000000-	142-61538-00-0825	POP: 07/26/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	26.78
	6000-76-76370-515700-00000000-	144-31850-00-0825	POP: 07/29/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	483.86
	6000-76-76370-515700-00000000-	136-16610-00-0825	POP: 07/24/25-08/25/25-LIFT STATION UTILITIES	90008261	9/9/2025	20.43
	6000-76-76370-515700-00000000-	142-67390-01-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	630.64
	6000-76-76370-515700-00000000-	144-00060-00-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	62.78
	6000-76-76370-515700-00000000-	144-00199-00-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	63.78
	6000-76-76370-515700-00000000-	146-02493-00-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	9,729.02
	6000-76-76370-515700-00000000-	146-02460-01-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	368.54
	6000-76-76370-515700-00000000-	142-69995-01-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	416.04
	6000-76-76370-515700-00000000-	144-29008-00-0825	POP: 07/28/25-08/27/25-LIFT STATION UTILITIES	90008261	9/9/2025	138.29
	Total Paid by Vendor					**16,497.81**
BROOKS LOCK & KEY	6000-76-76370-513040-00000000-	22366	VARIOUS LIFT STATIONS	107377	9/16/2025	3,570.00
	Total Paid by Vendor					**3,570.00**
CC LYNCH AND ASSOCIATES INC	6000-76-76100-515370-00000000-	251981	POP: 09/02/25-09/05/25- FIELD SERVICE (EXEMPT)	90008358	9/16/2025	4,000.00
	6000-76-76100-515370-00000000-	252033	POP: 09/10/25-FIELD SERVICE (EXEMPT)	90008358	9/16/2025	400.00
	6000-76-76100-515370-00000000-	252031	POP: 09/09/25-09/10/25-FIELD SERVICE (EXEMPT)	90008358	9/16/2025	4,000.00
	6000-76-76100-515370-00000000-	252032	POP: 09/09/25-09/10/25- FIELD SERVICE (EXEMPT)	90008358	9/16/2025	4,400.00
	Total Paid by Vendor					**12,800.00**
CDW GOVERNMENT INC	6000-76-76110-520200-00000000-	AF6YH5T	2 DELL 24 INCH MONITORS FOR WPC	107382	9/16/2025	359.92
	Total Paid by Vendor					**359.92**
CINTAS	6000-76-76100-515670-00000000-	4242197544	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	119.25
	6000-76-76100-515670-00000000-	4242197208	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	1,267.76
	6000-76-76100-515670-00000000-	4242190334	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	114.38
	6000-76-76100-515670-00000000-	4242190289	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	72.84
	6000-76-76100-515670-00000000-	4241928985	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	45.00
	6000-76-76100-515670-00000000-	4241912268	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	105.49
	6000-76-76100-515670-00000000-	4242284427	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107231	9/9/2025	38.87
	6000-76-76100-515670-00000000-	4242944863	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	119.25
	6000-76-76100-515670-00000000-	4242942353	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	1,267.76
	6000-76-76100-515670-00000000-	4242636025	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	105.49
	6000-76-76100-515670-00000000-	4242858074	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	114.38
	6000-76-76100-515670-00000000-	4242651932	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	45.00
	6000-76-76100-515670-00000000-	4242858011	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	72.84
	6000-76-76100-515670-00000000-	4243076196	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	107383	9/16/2025	38.87
	Total Paid by Vendor					**3,527.18**
CORA INC	6000-76-76300-516030-00000000-	460782	POP 8/25/25 PUMPING-MONTE SANO/VAR PROJ	90008311	9/9/2025	6,125.00
	6000-76-76300-516030-00000000-	461412	POP 8/31/25 PUMPING-MONTE SANO/VAR PROJ	90008311	9/9/2025	175.00
	6000-76-76300-516030-00000000-	460783	POP 8/27/25 PUMPING-MONTE SANO/VAR PROJ	90008311	9/9/2025	7,875.00
	6000-76-76300-516030-00000000-	459825	POP 8 /1/25-8/31/25 STANDBY SANITARY SEWER	90008311	9/9/2025	2,900.00
	Total Paid by Vendor					**17,075.00**
CORE & MAIN LP	6000-00-00000-140100-00000000-	X578935	INVENTORY	90008362	9/16/2025	5,400.00
	6000-00-00000-140100-00000000-	X628218	STOCK/INVENTORY	90008362	9/16/2025	1,627.92
	6000-00-00000-140100-00000000-	X645557	INVENTORY	90008362	9/16/2025	994.80
	Total Paid by Vendor					**8,022.72**
COWIN EQUIPMENT CO INC	6000-76-76220-513040-00000000-	RSA038916 1	POP: 08/18/25-08/24/25 - PL6	107237	9/9/2025	4,450.00

	Total Paid by Vendor					**4,450.00**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	58081	POP: 09/01/25 - WPC PEST CONTROL FY25	90008275	9/9/2025	170.00
	Total Paid by Vendor					**170.00**
DUTCH OIL COMPANY	6000-76-76110-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	120.82
	6000-76-76110-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	115.80
	6000-76-76110-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	93.20
	6000-00-00000-140100-00000000-	INV-224838	POP: 08/26/25- WPC FUELING FACILITY FY25	90008280	9/9/2025	914.15
	6000-76-76110-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	87.36
	6000-76-76110-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	187.65
	6000-76-76110-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	42.40
	6000-76-76110-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	242.47
	6000-00-00000-140100-00000000-	INV-225286	POP: 09/03/25 -WPC FUELING FACILITY FY25 (BLANKET)	90008366	9/16/2025	4,878.69
	6000-00-00000-140100-00000000-	INV-225287	POP: 09/04/25 -WPC FUELING FACILITY FY25 (BLANKET)	90008366	9/16/2025	1,405.58
	Total Paid by Vendor					**8,088.12**
ECO-TECH INC	6000-76-00000-526000-00000000-	252083	I565 FORCE MAIN RELOCATION PROJECT(EXEMPT)	107390	9/16/2025	62,500.00
	6000-76-00000-526000-00000000-	252082	I565 FORCE MAIN RELOCATION PROJECT(EXEMPT)	107390	9/16/2025	62,500.00
	Total Paid by Vendor					**125,000.00**
ELECTRONIC REPAIR CO LLC	6000-76-76200-515340-00000000-	00016417	POP: 08/21/25 - RIGID CAMERA REPAIR	107391	9/16/2025	3,399.70
	Total Paid by Vendor					**3,399.70**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	L2503017	POP: 08/14/25 -LAB SAMPLES TESTING (BLANKET)	107392	9/16/2025	19.00
	Total Paid by Vendor					**19.00**
GARNEY COMPANIES INC	6000-76-00000-526000-00000000-	APPL# 4 - I565 MAIN	#4, POP:08/01/25-08/31/25 - I565 FORCE MAIN RELOC	90008286	9/9/2025	1,898,041.18
	Total Paid by Vendor					**1,898,041.18**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9350054054	ROCKHOUSE PS	107250	9/9/2025	2,707.85
	6000-76-76370-513040-00000000-	9350163946	BALCH RD PS	107397	9/16/2025	310.76
	Total Paid by Vendor					**3,018.61**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	26511-0825	POP: 07/22/25 - 08/21/25-LIFT STATION UTILITIES	107251	9/9/2025	18.68
	6000-76-76370-515700-00000000-	24115-0825	POP: 07/01/25-08/01/25-LIFT STATION UTILITIES	107251	9/9/2025	18.68
	Total Paid by Vendor					**37.36**
HAWKINS INC	6000-76-76110-515060-00000000-	7191019	PL6 TREATMENT CHEMICALS	107401	9/16/2025	2,019.78
	Total Paid by Vendor					**2,019.78**
HOMELAND ENVIRONMENTAL SOLUTIONS LLC	6000-76-76250-513040-00000000-	10316	POP: 09/04/25 - PL1 TANKS	107406	9/16/2025	692.00
	Total Paid by Vendor					**692.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	PT47917	MISC HEAVY EQUIP PARTS (EXEMPT)(BLANKET)	90008378	9/16/2025	93.62
	Total Paid by Vendor					**93.62**
HUNTSVILLE UTILITIES	6000-76-76250-515700-00000000-	196348-090225	POP: 07/08/25-09/02/25-UTILITIES FY25	107409	9/16/2025	163,141.49
	Total Paid by Vendor					**163,141.49**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	76326	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	107259	9/9/2025	1,978.34
	6000-76-76200-515340-00000000-	76453	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	107411	9/16/2025	862.56
	Total Paid by Vendor					**2,840.90**
JAMES R HALL	6000-76-76110-513030-00000000-	76629	COM TX 090925/76629	90008397	9/16/2025	65.00
	6000-76-76110-513030-00000000-	76629	COM TX 090925/76629	90008397	9/16/2025	30.30
	Total Paid by Vendor					**95.30**
JMS RUSSEL METALS CORP	6000-76-76200-515340-00000000-	20567759	MAINTENANCE SHOP STOCK	90008297	9/9/2025	120.00
	6000-76-76200-515340-00000000-	20567757	MAINTENANCE SHOP STOCK	90008297	9/9/2025	1,746.90
	Total Paid by Vendor					**1,866.90**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	274697	WPC AUTO PARTS FY 25 (BLANKET)	107274	9/9/2025	3,806.66
	6000-76-76110-513030-00000000-	274807	WPC AUTO PARTS FY 25 (BLANKET)	107274	9/9/2025	872.98
	6000-76-76110-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	5.54
	6000-76-76110-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	112.01
	6000-76-76110-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	19.48
	6000-76-76110-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	7.05
	6000-76-76110-513030-00000000-	274890	WPC AUTO PARTS FY 25 (BLANKET)	107421	9/16/2025	1,447.81
	6000-76-76110-513030-00000000-	275102	WPC AUTO PARTS FY 25 (BLANKET)	107421	9/16/2025	538.41
	6000-76-76110-513030-00000000-	275205	WPC AUTO PARTS FY 25 (BLANKET)	107421	9/16/2025	1,172.09
	6000-76-76110-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	7.05
	6000-76-76110-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	10.28
	Total Paid by Vendor					**7,999.36**
MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	3095	POP:08/18/25-08/25/25 PL1A BLOWERS	90008305	9/9/2025	31,442.50
	6000-76-00000-526000-00000000-	3098	POP:08/04/25-08/10/25 PL1 SPRING BRANCH WWTP PEMB	90008305	9/9/2025	440.33
	6000-00-00000-220400-00000000-	2134-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	1,728.29

	6000-00-00000-220400-00000000-	2133-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	2,448.18
	6000-00-00000-220400-00000000-	2137-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	1,215.84
	6000-00-00000-220400-00000000-	2160-RET	24764 - BYERS CORNER PS FINAL RETAINAGE	90008385	9/16/2025	3,028.44
	6000-00-00000-220400-00000000-	2148-RET	22827 - CHASE PS FACILITY FINAL RETAINAGE	90008385	9/16/2025	1,741.44
	6000-00-00000-220400-00000000-	2168-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	587.72
	6000-00-00000-220400-00000000-	2200-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	12.90
	6000-00-00000-220400-00000000-	2191-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	46.35
	6000-00-00000-220400-00000000-	2180-RET	23853 - PL2 HEADWORKS FINAL RETAINAGE	90008385	9/16/2025	201.88
	6000-00-00000-220400-00000000-	2189-RET	22827 - CHASE PS FACILITY FINAL RETAINAGE	90008385	9/16/2025	46.35
	6000-00-00000-220400-00000000-	2178-RET	22827 - CHASE PS FACILITY FINAL RETAINAGE	90008385	9/16/2025	403.76
	6000-00-00000-220400-00000000-	2198-RET	22827 - CHASE PS FACILITY FINAL RETAINAGE	90008385	9/16/2025	30.90
	6000-00-00000-220400-00000000-	2202-RET	24764 - BYERS CORNER PS FINAL RETAINAGE	90008385	9/16/2025	38.62
	6000-00-00000-220400-00000000-	2169-RET	24764 - BYERS CORNER PS FINAL RETAINAGE	90008385	9/16/2025	2,498.50
	6000-00-00000-220400-00000000-	2179-RET	24764 - PL1 SCREEN FINAL RETAINAGE	90008385	9/16/2025	201.88
	Total Paid by Vendor					**46,113.88**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660087914	POP 8/28/25 EM R&M EQ#021906	90008307	9/9/2025	799.87
	6000-76-76110-513030-00000000-	4660088295	POP 9/12/25 EM R&M EQ#030773	90008386	9/16/2025	56.00
	Total Paid by Vendor					**855.87**
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-010825	POP 7/21/25-8/19/25 UTILITIES	107284	9/9/2025	19.12
	6000-76-76370-515700-00000000-	017-02010-010825	POP 7/25/25-8/25/25 UTILITIES	107284	9/9/2025	19.12
	Total Paid by Vendor					**38.24**
P & H SUPPLY CO INC	6000-76-76200-515340-00000000-	4903	SEWER MAINTENANCE	107436	9/16/2025	6,167.49
	Total Paid by Vendor					**6,167.49**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	254744	FOR WWTP DRYING BEDS	90008313	9/9/2025	4,079.25
	6000-76-76200-515340-00000000-	254745	FOR WWTP DRYING BEDS	90008313	9/9/2025	1,396.10
	6000-76-76200-515340-00000000-	254802	FOR WWTP DRYING BEDS (BLANKET)	90008313	9/9/2025	1,416.64
	6000-76-76200-515340-00000000-	255137	POP 9/10/25-9/12/25 FOR WWTP DRYING BEDS	90008390	9/16/2025	8,333.61
	Total Paid by Vendor					**15,225.60**
REFUND PAYMENTS	6000-76-00000-424115-00000000-	REF SEWER TAP 25-59	REFUND OF SEWER TAP PERMIT# 25-59	107303	9/9/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
ROGERS GROUP INC	6000-76-76300-515340-00000000-	0203003956	POP 8/26/25 POINT REPAIR	107310	9/9/2025	5,387.55
	Total Paid by Vendor					**5,387.55**
SANSOM EQUIPMENT COMPANY INC	6000-76-76110-513030-00000000-	W01149	POP 7/9/25-7/14/25 R&M EQ#030787	107314	9/9/2025	12,483.23
	6000-76-76110-513030-00000000-	W01181	POP 8/20/25-9/5/25 R&M EQ#030539	107473	9/16/2025	5,211.23
	Total Paid by Vendor					**17,694.46**
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1008683	POP 8/1/25-8/31/25 SOLID WASTE DISPOSAL	90008326	9/9/2025	26,727.13
	Total Paid by Vendor					**26,727.13**
STAPLES INC	6000-76-76200-515340-00000000-	6039461242	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90008404	9/16/2025	225.92
	6000-76-76200-515340-00000000-	6042513562	OFFICE SUPPLIES	90008404	9/16/2025	79.74
	6000-76-76200-515340-00000000-	6042513557	OFFICE SUPPLIES	90008404	9/16/2025	106.98
	6000-76-76200-515340-00000000-	6042513563	OFFICE SUPPLIES	90008404	9/16/2025	9.86
	6000-76-76200-515340-00000000-	6042513561	OFFICE SUPPLIES	90008404	9/16/2025	650.46
	Total Paid by Vendor					**1,072.96**
STRICKLAND COMPANIES	6000-76-76200-515340-00000000-	HU052761-00	FOR WPC ADMIN	107331	9/9/2025	228.95
	Total Paid by Vendor					**228.95**
SUNBELT RENTALS INC	6000-76-76250-513040-00000000-	173497891-0001	POP 8/28/25-9/24/25 PL1 HEADWORKS	107485	9/16/2025	2,096.00
	6000-76-76250-513040-00000000-	173497891-0002	POP 8/25/25-9/8/25 PL1 HEADWORKS	107485	9/16/2025	136.00
	Total Paid by Vendor					**2,232.00**
THOMPSON TRACTOR COMPANY INC	6000-76-76110-513030-00000000-	TTC1-1258761	POP 8/11/25 R&M EQ#050592	107337	9/9/2025	3,201.19
	Total Paid by Vendor					**3,201.19**
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105-8/28/25	POP 8/28/25 UTILITIES	107491	9/16/2025	65.00
	Total Paid by Vendor					**65.00**
TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	W03679	POP 8/7/25-8/17/25 R&M EQ 050530	107338	9/9/2025	3,525.51
	Total Paid by Vendor					**3,525.51**
TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	758ST1-1727636	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90008396	9/16/2025	175.00
	6000-76-76100-515670-00000000-	758ST1-1727724	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90008396	9/16/2025	175.00
	6000-76-76100-515670-00000000-	758ST1-1727950	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90008396	9/16/2025	175.00
	6000-76-76100-515670-00000000-	758ST1-1727788	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90008396	9/16/2025	175.00
	6000-76-76100-515670-00000000-	758ST1-1727860	WPC FY2025 SAFETY TOE FOOTWEAR (BLANKET)	90008396	9/16/2025	175.00
	Total Paid by Vendor					**875.00**
TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	6251703	POP 8/4/25R&M EQ#050647	90008413	9/16/2025	2,136.12

		Total Paid by Vendor					**2,136.12**
	USA BLUEBOOK	6000-76-76200-515340-00000000-	INV00812876	LAB SUPPLIES	107342	9/9/2025	2,360.26
		Total Paid by Vendor					**2,360.26**
	VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	4362664	POINT REPAIR (BLANKET)	90008341	9/9/2025	1,733.04
		6000-76-76300-516030-00000000-	4362679	POINT REPAIR (BLANKET)	90008341	9/9/2025	1,174.56
		6000-76-76300-516030-00000000-	4363876	POINT REPAIR (BLANKET)	90008341	9/9/2025	594.96
		6000-76-76300-516030-00000000-	4364278	POINT REPAIR (BLANKET)	90008341	9/9/2025	555.84
		6000-76-76300-516030-00000000-	4363421	POINT REPAIR (BLANKET)	90008341	9/9/2025	282.15
		6000-76-76200-513040-00000000-	4363615	PLANTS (BLANKET)	90008341	9/9/2025	527.56
		6000-76-76300-516030-00000000-	4389244	POINT REPAIR (BLANKET)	90008341	9/9/2025	204.93
		6000-76-76300-516030-00000000-	4388223	POINT REPAIR (BLANKET)	90008341	9/9/2025	588.00
		6000-76-76300-516030-00000000-	4443722	POINT REPAIR (BLANKET)	90008416	9/16/2025	594.24
		6000-76-76300-516030-00000000-	4443766	POINT REPAIR (BLANKET)	90008416	9/16/2025	588.00
		6000-76-76300-516030-00000000-	4443772	POINT REPAIR (BLANKET)	90008416	9/16/2025	1,063.89
		6000-76-76300-516030-00000000-	4443829	POINT REPAIR (BLANKET)	90008416	9/16/2025	1,210.80
		6000-76-76300-516030-00000000-	4443921	POINT REPAIR (BLANKET)	90008416	9/16/2025	587.04
		Total Paid by Vendor					**9,705.01**
	WINSUPPLY HUNTSVILLE AL CO.	6000-76-76200-515340-00000000-	087576 02	STOCK	107349	9/9/2025	2,648.10
		6000-76-76250-513040-00000000-	088159 02	PL1A BOILER	107349	9/9/2025	493.72
		6000-00-00000-140100-00000000-	088344 01	INVENTORY	107502	9/16/2025	3,815.60
		Total Paid by Vendor					**6,957.42**
	Total by Fund 6000						**2,437,349.41**
6010	CORA INC	6010-76-00000-526000-00000000-	460738	POP 9/4/25 EMERGENCY PLUMBING REPAIRS	90008311	9/9/2025	235.00
		6010-76-00000-526000-00000000-	641083	POP 8/27/25 EMERGENCY PLUMBING REPAIRS	90008311	9/9/2025	603.75
		6010-76-00000-526000-00000000-	461084	POP 9/3/25 EMERGENCY PLUMBING REPAIRS	90008311	9/9/2025	235.00
		6010-76-00000-526000-00000000-	460989	POP 9/4/25 EMERGENCY PLUMBING REPAIRS	90008311	9/9/2025	352.50
		6010-76-00000-526000-00000000-	461501	POP 9/3/25 EMERGENCY PLUMBING REPAIRS	90008389	9/16/2025	951.00
		6010-76-00000-526000-00000000-	460781	POP 8/20/25 EMERGENCY PLUMBING REPAIRS	90008389	9/16/2025	39,552.64
		6010-76-00000-526000-00000000-	461475	POP 9/10/25 EMERGENCY PLUMBING REPAIRS	90008389	9/16/2025	4,586.02
		Total Paid by Vendor					**46,515.91**
	LTS CONSTRUCTION LLC	6010-76-00000-526000-00000000-	APPL# 10 TEE JAY	#10, POP:07/21/25-08/10/25 PIPE BURSTING TEE JAY	90008304	9/9/2025	236,951.21
		Total Paid by Vendor					**236,951.21**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-00-00000-220400-00000000-	47242	24765 - WO#13 DEERFIELD FINAL RETAINAGE	107346	9/9/2025	1,708.25
		6010-00-00000-220400-00000000-	47243	24765 - WO#14 PAWTUCKET FINAL RETAINAGE	107346	9/9/2025	1,937.17
		6010-00-00000-220400-00000000-	47244	24765 - WO#15 STARMOUNT FINAL RETAINAGE	107346	9/9/2025	1,178.32
		6010-00-00000-220400-00000000-	47245	24765 - WO#16 BIG COVE BASIN FINAL RETAINAGE	107346	9/9/2025	1,958.29
		6010-00-00000-220400-00000000-	47246	24765 - WO#17 BIG COVE STATION FINAL RETAINAGE	107346	9/9/2025	2,128.50
		6010-00-00000-220400-00000000-	47247	24765 - WO#18 RHETT FINAL RETAINAGE	107346	9/9/2025	1,926.61
		6010-76-00000-526000-00000000-	APPL#22 GUENEVERE	POP: 08/22/25-09/05/25 EMERGENCY MANHOLE REHAB	107499	9/16/2025	32,001.84
		Total Paid by Vendor					**42,838.98**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	090320254	POP 6/1/25-8/9/25 WPC COLL SYS OPERATOR TRAINING	107347	9/9/2025	7,350.00
		6010-76-00000-526000-00000000-	090320255	POP 6/1/25-8/9/25 WPC OPERATOR PREP COURSE	107347	9/9/2025	1,350.00
		Total Paid by Vendor					**8,700.00**
	Total by Fund 6010						**335,006.10**
6020	CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6020-76-00000-526000-00000000-	S014348488.002	BALCH RD LS (EXEMPT)	90008273	9/9/2025	418.40
		6020-76-00000-526000-00000000-	S014354484.002	SCADA (EXEMPT)	90008273	9/9/2025	2,549.55
		Total Paid by Vendor					**2,967.95**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9350037910	BALCH RD LS	107250	9/9/2025	479.88
		6020-76-00000-526000-00000000-	9350054041	BALCH RD LS	107250	9/9/2025	82.24
		6020-76-00000-526000-00000000-	9350073814	BALCH RD LS	107250	9/9/2025	381.95
		6020-76-00000-526000-00000000-	9350111975	BALCH RD LS	107250	9/9/2025	278.19
		6020-76-00000-526000-00000000-	9350088614	BALCH RD LS	107250	9/9/2025	1,515.17
		6020-76-00000-526000-00000000-	9300790307	PL1 GBT GENERATOR	107397	9/16/2025	542.20
		6020-76-00000-526000-00000000-	9350163936	BALCH RD LS	107397	9/16/2025	913.77
		6020-76-00000-526000-00000000-	9350012277	PL1 GBT GENERATOR	107397	9/16/2025	1,181.50
		Total Paid by Vendor					**5,374.90**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	191413	POP: 09/04/25 -MOORESVILL PS (EXEMPT)	90008380	9/16/2025	6,930.00
		Total Paid by Vendor					**6,930.00**
	MARK JOHNSON CONSTRUCTION LLC	6020-76-00000-526000-00000000-	3097	POP:08/04/25-08/17/25 MOORESVILLE PUMP STATION	90008305	9/9/2025	23,083.31
		6020-00-00000-220400-00000000-	2107-RET	23853 - PL1 DRYING BED COVER FINAL RETAINAGE	90008385	9/16/2025	9,139.19
		6020-00-00000-220400-00000000-	2150-RET	24764 - PL1 SCREEN FINAL RETAINAGE	90008385	9/16/2025	1,716.55

		6020-00-00000-220400-00000000-	2182-RET	24764 - BYERS CORNER PS FINAL RETAINAGE	90008385	9/16/2025	201.88
		6020-00-00000-220400-00000000-	2203-RET	24764 - PL1 SCREEN FINAL RETAINAGE	90008385	9/16/2025	12.90
		6020-00-00000-220400-00000000-	2187-RET	24764 - PL1 SCREEN FINAL RETAINAGE	90008385	9/16/2025	209.10
		Total Paid by Vendor					**34,362.93**
	TEMPLETON & ASSOCIATES ENGINEERING SALES INC	6020-76-00000-526000-00000000-	0001973	PL1 PRIMARY FACILITY (EXEMPT)	107334	9/9/2025	22,855.42
		Total Paid by Vendor					**22,855.42**
	Total by Fund 6020						**72,491.20**
6030	CORA INC	6030-71-00000-526000-00000000-	461294	POP 8/22/25 PUMPING-ENGINEERING	90008311	9/9/2025	2,450.00
		6030-71-00000-526000-00000000-	461368	POP 8/29/25 PUMPING-ENGINEERING	90008311	9/9/2025	2,625.00
		6030-71-00000-526000-00000000-	461373	POP 8/27/25 PUMPING-ENGINEERING	90008311	9/9/2025	1,925.00
		6030-71-00000-526000-00000000-	461414	POP 9/1/25 PUMPING-ENGINEERING	90008311	9/9/2025	3,850.00
		6030-71-00000-526000-00000000-	461451	POP 9/3/25 PUMPING-ENGINEERING	90008311	9/9/2025	3,500.00
		6030-71-00000-526000-00000000-	461352	POP 8/25/25 PUMPING-ENGINEERING	90008311	9/9/2025	5,250.00
		6030-71-00000-526000-00000000-	461491	POP 9/12/25 PUMPING-ENGINEERING	90008389	9/16/2025	3,500.00
		6030-71-00000-526000-00000000-	461435	POP 9/5/25 PUMPING-ENGINEERING	90008389	9/16/2025	2,625.00
		6030-71-00000-526000-00000000-	461493	POP 9/6/25 PUMPING-ENGINEERING	90008389	9/16/2025	3,500.00
		6030-71-00000-526000-00000000-	461514	POP 9/10/25 PUMPING-ENGINEERING	90008389	9/16/2025	2,450.00
		6030-71-00000-526000-00000000-	461547	POP 9/8/25 PUMPING-ENGINEERING	90008389	9/16/2025	4,375.00
		Total Paid by Vendor					**36,050.00**
	KASEY BECKER	6030-71-00000-526000-00000000-	40009	POP: 07/01/25-0731/25-MLK PULASKI PIKE GRAVITY EXT	107415	9/16/2025	85.00
		Total Paid by Vendor					**85.00**
	LANIER FORD SHAVER & PAYNE PC	6030-71-00000-526000-00000000-	257411	POP:08/01/25-08/30/25-LEGAL SVCS VARIOUS PROJECTS	90008384	9/16/2025	1,407.50
		Total Paid by Vendor					**1,407.50**
	MARK JOHNSON CONSTRUCTION LLC	6030-71-00000-526000-00000000-	3096	POP:08/11/25-08/17/25 COVE AT GREEN MOUNTAIN	90008305	9/9/2025	8,329.49
		Total Paid by Vendor					**8,329.49**
	PENHALL COMPANY	6030-71-00000-526000-00000000-	240656	POP 7/9/225-7/10/25 VARIOUS ENG PROJECTS	107287	9/9/2025	595.00
		6030-71-00000-526000-00000000-	240743	POP 6/23/25 VARIOUS ENG PROJECTS	107287	9/9/2025	340.00
		Total Paid by Vendor					**935.00**
	REV CONSTRUCTION INC	6030-00-00000-220400-00000000-	S118 HSV 4-B	2518 - KNOTTY WALLS/COVE@GRN MTN PS FINAL RETAIN	90008318	9/9/2025	17,180.86
		Total Paid by Vendor					**17,180.86**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	239103965-013	POP 8/22/25-9/19/25 CHIMNEY CREEK	107494	9/16/2025	4,366.00
		Total Paid by Vendor					**4,366.00**
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	4326322	VARIOUS ENGINEERING PROJECTS (BLANKET)	90008341	9/9/2025	453.36
		Total Paid by Vendor					**453.36**
	Total by Fund 6030						**68,807.21**
6040	FERGUSON US HOLDINGS INC	6040-71-00000-526000-00000000-	1606951	MOHAWK PROJECT PHASE 2	90008370	9/16/2025	824.76
		Total Paid by Vendor					**824.76**
	GARVER LLC	6040-71-00000-526000-00000000-	2500378-1	POP:05/22/25-06/13/25-MOORESVILLE SEWER DESIGN	90008287	9/9/2025	63,436.50
		6040-71-00000-526000-00000000-	2500378-2	POP:06/14/25-07/11/25-MOORESVILLE SAN SEWER DESIGN	90008287	9/9/2025	32,020.40
		6040-71-00000-526000-00000000-	2500349-3	POP:07/12/25-08/08/25-I-565 FORCE MAIN RELOCATION	90008287	9/9/2025	31,346.83
		6040-71-00000-526000-00000000-	23W10115-12	POP:07/12/25-08/08/25-LIMESTONE CTY SS INTERCEPTOR	90008373	9/16/2025	3,141.99
		Total Paid by Vendor					**129,945.72**
	GRAYBAR ELECTRIC COMPANY	6040-71-00000-526000-00000000-	9350129724	META PS	107397	9/16/2025	539.12
		6040-71-00000-526000-00000000-	9350163942	META PS	107397	9/16/2025	529.28
		Total Paid by Vendor					**1,068.40**
	MCCORD CONSTRUCTION	6040-00-00000-220400-00000000-	2357	25409 - NATURE'S WALK FINAL RETAINAGE	90008306	9/9/2025	155.20
		6040-00-00000-220400-00000000-	2358	25409 - MOHAWK SEWER FINAL RETAINAGE	90008306	9/9/2025	353.05
		Total Paid by Vendor					**508.25**
	MORROW WATER TECHNOLOGIES INC	6040-71-00000-526000-00000000-	3044298	MOHAWK PHASE 2 (EXEMPT)	107425	9/16/2025	2,079.19
		Total Paid by Vendor					**2,079.19**
	VULCAN MATERIALS CO	6040-71-00000-526000-00000000-	4325498	MILL CREEK SS EXTENSION	90008341	9/9/2025	192.06
		Total Paid by Vendor					**192.06**
	Total by Fund 6040						**134,618.38**
6050	MARK JOHNSON CONSTRUCTION LLC	6050-00-00000-220400-00000000-	2117-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	87.63
		6050-00-00000-220400-00000000-	2116-RET	23853 - ROME RD PS FINAL RETAINAGE	90008385	9/16/2025	2,127.41
		6050-00-00000-220400-00000000-	2121-RET	23853 - ROME RD PS FINAL RETAINAGE	90008385	9/16/2025	2,038.40
		6050-00-00000-220400-00000000-	2115-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	1,628.94
		6050-00-00000-220400-00000000-	2122-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	156.71
		6050-00-00000-220400-00000000-	2167-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	139.05
		6050-00-00000-220400-00000000-	2199-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	9.66
		6050-00-00000-220400-00000000-	2190-RET	23853 - 565 PS FINAL RETAINAGE	90008385	9/16/2025	55.81

		Total Paid by Vendor					**6,243.61**
	Total by Fund 6050						**6,243.61**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	51422	COM TX 090225/51422	107211	9/9/2025	80.00
		6200-55-55200-513030-00000000-	51438	COM TX 090225/51438	107211	9/9/2025	80.00
		Total Paid by Vendor					**160.00**
	ALLGAS INC	6200-55-55200-514010-00000000-	4654292	POP: 09/09/25-PROPANE FOR FORKLIFT- Q4	107212	9/9/2025	21.05
		Total Paid by Vendor					**21.05**
	DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-44340	FUELING TRANS DATED 082825	90008280	9/9/2025	2,301.95
		6200-55-55200-514010-00000000-	CFN-44557	FUELING TRANS DATED 090225	90008280	9/9/2025	3,578.29
		6200-55-55200-514010-00000000-	CFN-44579	FUELING TRANS DATED 090325	90008280	9/9/2025	4,017.39
		6200-55-55200-514010-00000000-	CFN-44601	FUELING TRANS DATED 090425	90008280	9/9/2025	4,114.59
		6200-55-55200-514010-00000000-	CFN-44620	FUELING TRANS DATED 090525	90008366	9/16/2025	2,328.35
		6200-55-55200-514010-00000000-	CFN-44650	FUELING TRANS DATED 090825	90008366	9/16/2025	4,292.51
		6200-55-55200-514010-00000000-	CFN-44680	FUELING TRANS DATED 090925	90008366	9/16/2025	3,249.70
		6200-55-55200-514010-00000000-	CFN-44705	FUELING TRANS DATED 091025	90008366	9/16/2025	3,228.95
		6200-55-55200-514010-00000000-	CFN-44719	FUELING TRANS DATED 091125	90008366	9/16/2025	3,242.83
		Total Paid by Vendor					**30,354.56**
	FITZGERALD PETERBILT III LLC	6200-55-55200-513030-00000000-	05W4670	COM TX 090225/05W4670	107247	9/9/2025	390.00
		6200-55-55200-513030-00000000-	05W4670	COM TX 090225/05W4670	107247	9/9/2025	44.36
		6200-55-55200-513030-00000000-	05W4670	COM TX 090225/05W4670	107247	9/9/2025	39.00
		Total Paid by Vendor					**473.36**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380015744:02	COM TX 090225/RA380015744:02	107345	9/9/2025	350.00
		6200-55-55200-513030-00000000-	RA380015747:01	COM TX 090225/RA380015747:01	107345	9/9/2025	5,382.00
		6200-55-55200-513030-00000000-	RA380015747:01	COM TX 090225/RA380015747:01	107345	9/9/2025	1,700.80
		6200-55-55200-513030-00000000-	RA380015747:01	COM TX 090225/RA380015747:01	107345	9/9/2025	685.00
		6200-55-55200-513030-00000000-	RA380015799:01	COM TX 090225/RA380015799:01	107345	9/9/2025	11,861.10
		6200-55-55200-513030-00000000-	RA380015799:01	COM TX 090225/RA380015799:01	107345	9/9/2025	23,032.85
		6200-55-55200-513030-00000000-	RA380015799:01	COM TX 090225/RA380015799:01	107345	9/9/2025	900.00
		Total Paid by Vendor					**43,911.75**
	INDUSTRIAL CONTRACTOR SUPPLY LLC	6200-55-55200-515340-00000000-	75701	FY25 NON-BID ITEMS(BLANKET)SANITATION	107259	9/9/2025	575.04
		6200-55-55200-515340-00000000-	76543	FY25 NON-BID ITEMS(BLANKET)SANITATION	107411	9/16/2025	575.04
		6200-55-55200-515340-00000000-	75979	FY25 BID ITEMS BLANKET(SANITATION)	107411	9/16/2025	222.72
		Total Paid by Vendor					**1,372.80**
	JAMES R HALL	6200-55-55200-513030-00000000-	76558	COM TX 090225/76558	90008319	9/9/2025	65.00
		6200-55-55200-513030-00000000-	76676	COM TX 090225/76676	90008319	9/9/2025	65.00
		6200-55-55200-513030-00000000-	77141	COM TX 090225/77141	90008319	9/9/2025	375.00
		Total Paid by Vendor					**505.00**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	28.38
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	23.98
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	249.35
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	22.32
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	39.10
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	506.46
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	16.80
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	35.30
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	25.80
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	859.42
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	27.96
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	12.04
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	13.70
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	9.56
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	36.70
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	25.70
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	1.90
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	13.97
		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	141.85
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		6200-55-55200-513030-00000000-	274658	NAPA TRX DATE 082825	107274	9/9/2025	5.54
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	36.70

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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	31.27
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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	951.11
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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	11.55
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	159.56
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	59.48
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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	71.06
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	53.03
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	11.55
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	59.48
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	43.80
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	43.05
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	43.80
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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	44.13
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	27.96
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	27.40
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	0.24
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	7.32
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	44.13
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	31.56
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	39.98
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		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	3.39
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	121.58
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	207.39
		6200-55-55200-513030-00000000-	274734	NAPA TRX DATE 082925	107274	9/9/2025	2.23
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	3,049.38
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	16.08
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	10.94
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	179.48
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	401.56
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	143.04
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	1,518.99
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	137.79
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	18.60
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	10.96
		6200-55-55200-513030-00000000-	274785	NAPA TRX DATE 090225	107274	9/9/2025	17.30
		6200-55-55200-513030-00000000-	274830	NAPA TRX DATE 090325	107274	9/9/2025	87.34
		6200-55-55200-513030-00000000-	274830	NAPA TRX DATE 090325	107274	9/9/2025	238.86
		6200-55-55200-513030-00000000-	274830	NAPA TRX DATE 090325	107274	9/9/2025	360.76
		6200-55-55200-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	89.86
		6200-55-55200-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	153.56
		6200-55-55200-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	34.14
		6200-55-55200-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	60.60
		6200-55-55200-513030-00000000-	274916	NAPA TRX DATE 090425	107274	9/9/2025	5.58
		6200-55-55200-513030-00000000-	274978	NAPA TRX DATE 090525	107274	9/9/2025	12.16
		6200-55-55200-513030-00000000-	274978	NAPA TRX DATE 090525	107274	9/9/2025	9.03
		6200-55-55200-513030-00000000-	274978	NAPA TRX DATE 090525	107274	9/9/2025	10.24

		6200-55-55200-513030-00000000-	274978	NAPA TRX DATE 090525	107274	9/9/2025	4.78
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		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	127.53
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	28.10
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	45.98
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	117.38
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	2.58
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	1,749.51
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	23.98
		6200-55-55200-513030-00000000-	275017	NAPA TRX DATE 090825	107274	9/9/2025	7.05
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	3.35
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	308.30
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	68.27
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	142.41
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	163.68
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	21.38
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	6,378.23
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	10.39
		6200-55-55200-513030-00000000-	275061	NAPA TRX DATE 090925	107421	9/16/2025	1,924.05
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		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	23.98
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		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	65.18
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		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	30.62
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	16.82
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	322.20
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		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	60.62
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		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	302.48
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	272.46
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	450.44
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	386.08
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	242.48
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	21.36
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	10.94
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	16.08
		6200-55-55200-513030-00000000-	275120	NAPA TRX DATE 091025	107421	9/16/2025	43.67
		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	11.99
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		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	2,044.71
		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	48.65
		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	198.23
		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	205.05
		6200-55-55200-513030-00000000-	275193	NAPA TRX DATE 091125	107421	9/16/2025	23.98
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	16.53
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	59.48
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	113.17
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		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	53.03
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	101.28
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	73.01
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	32.36
		6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	75.94

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	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	5.14
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	36.70
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	29.77
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	39.98
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	43.80
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	7.05
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	16.63
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	43.80
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	11.55
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	59.48
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	71.06
	6200-55-55200-513030-00000000-	275226	NAPA TRX DATE 091225	107421	9/16/2025	159.56
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	23.98
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	60.49
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	93.66
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	13.78
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	8.54
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	3.35
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	62.26
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	717.08
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	550.30
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	3.35
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	91.09
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	295.08
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	19.73
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	339.78
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	5.06
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	25,523.84
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	575.00
	6200-55-55200-513030-00000000-	275277	NAPA TRX DATE 091525	107421	9/16/2025	26.53
	Total Paid by Vendor					**67,408.56**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001176381	POP 8/1/25-8/31/25 TIPPING FEES	107309	9/9/2025	44,320.00
	6200-55-55200-515730-00000000-	0979-001176434	POP 8/1/25-8/31/25 FY25 CITY DUMPSTERS	107309	9/9/2025	2,695.00
	Total Paid by Vendor					**47,015.00**
S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230024555	COM TX 090225/4230024555	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024555	COM TX 090225/4230024555	90008263	9/9/2025	33.00
	6200-55-55200-513030-00000000-	4230024556	COM TX 090225/4230024556	90008263	9/9/2025	33.00
	6200-55-55200-513030-00000000-	4230024557	COM TX 090225/4230024557	90008263	9/9/2025	38.00
	6200-55-55200-513030-00000000-	4230024560	COM TX 090225/4230024560	90008263	9/9/2025	28.00
	6200-55-55200-513030-00000000-	4230024560	COM TX 090225/4230024560	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024609	COM TX 090225/4230024609	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024609	COM TX 090225/4230024609	90008263	9/9/2025	28.00
	6200-55-55200-513030-00000000-	4230024610	COM TX 090225/4230024610	90008263	9/9/2025	56.00
	6200-55-55200-513030-00000000-	4230024611	COM TX 090225/4230024611	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024611	COM TX 090225/4230024611	90008263	9/9/2025	56.00
	6200-55-55200-513030-00000000-	4230024612	COM TX 090225/4230024612	90008263	9/9/2025	56.00
	6200-55-55200-513030-00000000-	4230024613	COM TX 090225/4230024613	90008263	9/9/2025	56.00
	6200-55-55200-513030-00000000-	4230024614	COM TX 090225/4230024614	90008263	9/9/2025	33.00
	6200-55-55200-513030-00000000-	4230024615	COM TX 090225/4230024615	90008263	9/9/2025	56.00
	6200-55-55200-513030-00000000-	4230024616	COM TX 090225/4230024616	90008263	9/9/2025	33.00
	6200-55-55200-513030-00000000-	4230024617	COM TX 090225/4230024617	90008263	9/9/2025	112.00
	6200-55-55200-513030-00000000-	4230024618	COM TX 090225/4230024618	90008263	9/9/2025	66.00
	6200-55-55200-513030-00000000-	4230024619	COM TX 090225/4230024619	90008263	9/9/2025	112.00
	6200-55-55200-513030-00000000-	4230024697	COM TX 090225/4230024697	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024697	COM TX 090225/4230024697	90008263	9/9/2025	66.00
	6200-55-55200-513030-00000000-	4230024701	COM TX 090225/4230024701	90008263	9/9/2025	85.00
	6200-55-55200-513030-00000000-	4230024701	COM TX 090225/4230024701	90008263	9/9/2025	28.00
	6200-55-55200-513030-00000000-	4230024790	COM TX 090925/4230024790	90008353	9/16/2025	85.00
	6200-55-55200-513030-00000000-	4230024790	COM TX 090925/4230024790	90008353	9/16/2025	33.00
	6200-55-55200-513030-00000000-	4230024791	COM TX 090925/4230024791	90008353	9/16/2025	33.00

		6200-55-55200-513030-00000000-	4230024840	COM TX 090925/4230024840	90008353	9/16/2025	85.00
		6200-55-55200-513030-00000000-	4230024840	COM TX 090925/4230024840	90008353	9/16/2025	28.00
		6200-55-55200-513030-00000000-	4230024840	COM TX 090925/4230024840	90008353	9/16/2025	38.00
		6200-55-55200-513030-00000000-	4230024841	COM TX 090925/4230024841	90008353	9/16/2025	38.00
		6200-55-55200-513030-00000000-	4230024842	COM TX 090925/4230024842	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024843	COM TX 090925/4230024843	90008353	9/16/2025	85.00
		6200-55-55200-513030-00000000-	4230024843	COM TX 090925/4230024843	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024844	COM TX 090925/4230024844	90008353	9/16/2025	33.00
		6200-55-55200-513030-00000000-	4230024846	COM TX 090925/4230024846	90008353	9/16/2025	76.00
		6200-55-55200-513030-00000000-	4230024847	COM TX 090925/4230024847	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024848	COM TX 090925/4230024848	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024849	COM TX 090925/4230024849	90008353	9/16/2025	38.00
		6200-55-55200-513030-00000000-	4230024849	COM TX 090925/4230024849	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024850	COM TX 090925/4230024850	90008353	9/16/2025	84.00
		6200-55-55200-513030-00000000-	4230024851	COM TX 090925/4230024851	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230024852	COM TX 090925/4230024852	90008353	9/16/2025	112.00
		6200-55-55200-513030-00000000-	4230024899	COM TX 090925/4230024899	90008353	9/16/2025	85.00
		6200-55-55200-513030-00000000-	4230024899	COM TX 090925/4230024899	90008353	9/16/2025	33.00
		6200-55-55200-513030-00000000-	4230024900	COM TX 090925/4230024900	90008353	9/16/2025	33.00
		6200-55-55200-513030-00000000-	4230025013	COM TX 090925/4230025013	90008353	9/16/2025	85.00
		6200-55-55200-513030-00000000-	4230025013	COM TX 090925/4230025013	90008353	9/16/2025	28.00
		6200-55-55200-513030-00000000-	4230025015	COM TX 090925/4230025015	90008353	9/16/2025	56.00
		6200-55-55200-513030-00000000-	4230025051	COM TX 090925/4230025051	90008353	9/16/2025	85.00
		6200-55-55200-513030-00000000-	4230025051	COM TX 090925/4230025051	90008353	9/16/2025	66.00
		Total Paid by Vendor					**2,975.00**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1008591	POP 8/1/25-8/31/25 SOLID WASTE TIPPING	90008326	9/9/2025	265,977.87
		Total Paid by Vendor					**265,977.87**
	SOUTHLAND INTERNATIONAL TRUCKS INC	6200-55-55200-513030-00000000-	08HW817515	COM TX 090525/08HW817515	107324	9/9/2025	29.60
		6200-55-55200-513030-00000000-	08HW817515	COM TX 090525/08HW817515	107324	9/9/2025	1,140.00
		6200-55-55200-513030-00000000-	08HW817515	COM TX 090525/08HW817515	107324	9/9/2025	114.00
		Total Paid by Vendor					**1,283.60**
	STAPLES INC	6200-55-55200-515340-00000000-	6042047716	OFFICE SUPPLIES FOR SANITATION	90008404	9/16/2025	11.79
		6200-55-55200-515340-00000000-	6039964916	A.WILSON/4205 E. SCHRIMSHER LN/256-883-3998	90008404	9/16/2025	385.70
		6200-55-55200-515340-00000000-	6042513560	OFFICE SUPPLIES FOR SANITATION	90008404	9/16/2025	88.42
		Total Paid by Vendor					**485.91**
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	31601	COM TX 090225/31601	90008334	9/9/2025	220.00
		6200-55-55200-513030-00000000-	31602	COM TX 090225/31602	90008334	9/9/2025	330.00
		6200-55-55200-513030-00000000-	31603	COM TX 090225/31603	90008334	9/9/2025	660.00
		6200-55-55200-513030-00000000-	31616	COM TX 090825/31616	90008334	9/9/2025	220.00
		Total Paid by Vendor					**1,430.00**
	THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-1254344	COM TX 090225/TTC1-1254344	107337	9/9/2025	190.78
		6200-55-55200-513030-00000000-	TTC1-1254344	COM TX 090225/TTC1-1254344	107337	9/9/2025	925.00
		6200-55-55200-513030-00000000-	TTC1-1254344	COM TX 090225/TTC1-1254344	107337	9/9/2025	184.10
		6200-55-55200-513030-00000000-	TTC1-1261325	COM TX 090225/TTC1-1261325	107337	9/9/2025	1,480.00
		6200-55-55200-513030-00000000-	TTC1-1261325	COM TX 090225/TTC1-1261325	107337	9/9/2025	149.00
		6200-55-55200-513030-00000000-	TTC1-1218978	COM TX 090825/TTC1-1218978	107337	9/9/2025	351.31
		6200-55-55200-513030-00000000-	TTC1-1218978	COM TX 090825/TTC1-1218978	107337	9/9/2025	6,105.00
		6200-55-55200-513030-00000000-	TTC1-1218978	COM TX 090825/TTC1-1218978	107337	9/9/2025	373.00
		Total Paid by Vendor					**9,758.19**
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	45197	COM TX 090225/45197	107225	9/9/2025	100.00
		Total Paid by Vendor					**100.00**
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000793646	96 GALLON CARTS FOR STOCK	107490	9/16/2025	45,885.76
		Total Paid by Vendor					**45,885.76**
	Total by Fund 6200						**519,118.41**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	84,665.37
		7000-16-00000-517015-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	81,351.15
		7000-16-00000-517025-00000000-	HEALTH CLMS 9/1-9/5	POP: 9/01/25-9/05/25 HEALTH CLAIMS	90008264	9/9/2025	56.97
		7000-16-00000-517010-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	101,487.39
		7000-16-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	50,692.49
		7000-16-00000-517025-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	35.50
		7000-16-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	1,664.31

		7000-16-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-27.04
		7000-16-00000-517015-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-6,673.62
		7000-16-00000-517020-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	15,351.30
		7000-00-00000-425139-00000000-	HEALTH CLMS 9/8-9/12	POP: 9/08/25-9/12/25 HEALTH CLAIMS	90008354	9/16/2025	-211,802.85
		Total Paid by Vendor					**116,800.97**
	Total by Fund 7000						**116,800.97**
Grand Total							**20,154,748.99**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	107428	9/16/2025	091625A	45,530.59	NEW YORK LIFE INSURANCE COMPANY
	0001-00-00000-110004-00000000-	107471	9/16/2025	091625A	29,469.41	RYAN & ROUSE LLC
	0001-00-00000-110004-00000000-	106143	7/22/2025	VOID	-75,000.00	RYAN & ROUSE LLC
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	107467	9/16/2025	091625A	240,561.97	LENNAR HOMES, LLC
	0001-00-00000-110004-00000000-	107466	9/16/2025	091625A	5,850.00	SIEMENS ENERGY INC.
	0001-00-00000-110004-00000000-	107465	9/16/2025	091625A	2,000.00	24 HOUR BAIL BONDING
	0001-00-00000-110004-00000000-	107464	9/16/2025	091625A	1,300.00	LUKE I. BLUNDELL
	0001-00-00000-110004-00000000-	107463	9/16/2025	091625A	1,300.00	RODNEY LLOYD YOCUM
	0001-00-00000-110004-00000000-	107462	9/16/2025	091625A	1,011.00	SAMANTHA M. REDDINGTON
	0001-00-00000-110004-00000000-	107461	9/16/2025	091625A	1,000.00	MALLORY B. MORRING
	0001-00-00000-110004-00000000-	107460	9/16/2025	091625A	1,000.00	JA'NYIEA RAYONIA EVERSON
	0001-00-00000-110004-00000000-	107459	9/16/2025	091625A	1,000.00	JOHN OMENSKI
	0001-00-00000-110004-00000000-	107458	9/16/2025	091625A	800.00	AA EASY OUT BAIL BONDS
	0001-00-00000-110004-00000000-	107457	9/16/2025	091625A	500.00	JAMES A. BACON
	0001-00-00000-110004-00000000-	107456	9/16/2025	091625A	452.00	JUSTIN A. CHEEKS
	0001-00-00000-110004-00000000-	107455	9/16/2025	091625A	380.27	NAMOS,INC.
	0001-00-00000-110004-00000000-	107454	9/16/2025	091625A	300.00	NICHOLAS A. WILSON
	0001-00-00000-110004-00000000-	107453	9/16/2025	091625A	300.00	DAMIAN KENNETH COLLINS
	0001-00-00000-110004-00000000-	107452	9/16/2025	091625A	300.00	MATTHEW D. SAUER
	0001-00-00000-110004-00000000-	107451	9/16/2025	091625A	236.00	TRAVION MCDONALD
	0001-00-00000-110004-00000000-	107450	9/16/2025	091625A	108.00	ROYCE V. BEDGOOD II
	0001-00-00000-110004-00000000-	107449	9/16/2025	091625A	86.00	DEBRA A. DESSON
	0001-00-00000-110004-00000000-	107448	9/16/2025	091625A	75.00	NAJAHAI J. FULLER
	0001-00-00000-110004-00000000-	107447	9/16/2025	091625A	4,280.09	IT'SUGAR, LLC
	0001-00-00000-110004-00000000-	107446	9/16/2025	091625A	3,132.50	BRIDGESTONE RETAIL OPERATIONS, LLC
	0001-00-00000-110004-00000000-	107445	9/16/2025	091625A	205.75	CARL PECK
	0001-00-00000-110004-00000000-	107444	9/16/2025	091625A	4.81	CAREFREE RENTALS, LLC
	0001-00-00000-110004-00000000-	107308	9/9/2025	090925A	5.00	STEVE PICKERING
	0001-00-00000-110004-00000000-	107307	9/9/2025	090925A	750.00	SETH E. HOLLINGSEAD
	0001-00-00000-110004-00000000-	107306	9/9/2025	090925A	111.00	QUERON S. WARD
	0001-00-00000-110004-00000000-	107305	9/9/2025	090925A	11,193.47	MMG WELLNESS LLC
	0001-00-00000-110004-00000000-	107304	9/9/2025	090925A	1,600.00	MICHAEL P. PATTERSON
	0001-00-00000-110004-00000000-	107303	9/9/2025	090925A	1,000.00	MAVERICK BUILDERS
	0001-00-00000-110004-00000000-	107302	9/9/2025	090925A	31.46	MARTINEZ GARAGE LLC
	0001-00-00000-110004-00000000-	107301	9/9/2025	090925A	636.00	LISA R. FLANAGAN

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
	0001-00-00000-110004-00000000-	107300	9/9/2025	090925A	1,000.00	JACQUAN M. LAWSON
	0001-00-00000-110004-00000000-	107299	9/9/2025	090925A	36.00	JACKSON FRANKS
	0001-00-00000-110004-00000000-	107298	9/9/2025	090925A	309.00	FRANKIE R. LATORRE JR
	0001-00-00000-110004-00000000-	107297	9/9/2025	090925A	71.00	CHRIS ARDEL ELLISON
	0001-00-00000-110004-00000000-	107296	9/9/2025	090925A	1,000.00	BRANDON V. CORNEH
	0001-00-00000-110004-00000000-	107295	9/9/2025	090925A	60.00	CHRISTIONNA OKAFOR
	0001-00-00000-110004-00000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 9/03/25-9/25/25

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**09/05/25**	**Grand Total**
101000	1000	$4,899,472.27	$4,899,472.27
101005	1005	($1,506,404.34)	($1,506,404.34)
102000	2000	$211,556.81	$211,556.81
102100	2100	$63,688.90	$63,688.90
103900	3900	$31,252.81	$31,252.81
103910	3910	$56,053.47	$56,053.47
103930	3930	$46,042.55	$46,042.55
106000	6000	$452,553.17	$452,553.17
106200	6200	$383,431.82	$383,431.82
110004	IONS	($4,637,647.46)	($4,637,647.46)
Grand Total		**$0.00**	**$0.00**

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-847

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610999-00000000-

City Cost Amount: $ 11,000.00

Total Cost: $ 11,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

District 1 - Watkins

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

$6,000.00 - Appropriation to Mae Jemison High School Football ($5,000.00) and Volleyball ($1,000.00) to provide financial support for equipment, supplies, and participation fees.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6008

Department: City Council

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

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610999-00000000-

City Cost Amount: $ 11,000.00

Total Cost: $ 11,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

District 1 - Watkins

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

$6,000.00 - Appropriation to Mae Jemison High School Football ($5,000.00) and Volleyball ($1,000.00) to provide financial support for equipment, supplies, and participation fees.

ORDINANCE NO. 25 – _____

WHEREAS, the City Council of the City of Huntsville, Alabama has approved the following appropriations, goods or services; and

WHEREAS, these appropriations, goods or services will be procured in accordance with the current laws, policies and procedures of the City of Huntsville, AL; and

WHEREAS, the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate expenditure accounts for proper accounting of the approved amounts listed in this Ordinance; and

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 24-700, adopted and approved on September 26, 2024, is hereby amended, if appropriate, by the following approved purchases:

District 1 – Watkins

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

$6,000.00 – Appropriation to Mae Jemison High School Football ($5,000.00) and Volleyball ($1,000.00) to provide financial support for equipment, supplies, and participation fees.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-848

Department: Finance

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

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

Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610999-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 1035 Putman Dr., Suite F, Huntsville, AL 35816
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
District 5 - Meredith

$5,000.00 - Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6000

Department: Finance

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

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

Ordinance No.

Finance Information:

Account Number: 1000-00-00000-610999-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $ 5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 1035 Putman Dr., Suite F, Huntsville, AL 35816
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:
District 5 - Meredith

$5,000.00 - Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.

ORDINANCE NO. 25 – _____

WHEREAS, the City Council of the City of Huntsville, Alabama has approved the following appropriations, goods or services; and

WHEREAS, these appropriations, goods or services will be procured in accordance with the current laws, policies and procedures of the City of Huntsville, AL; and

WHEREAS, the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate expenditure accounts for proper accounting of the approved amounts listed in this Ordinance; and

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 24-700, adopted and approved on September 26, 2024, is hereby amended, if appropriate, by the following approved purchases:

District 5 – Meredith

$5,000.00 – Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-849

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Lindsey Perry to the Burritt Memorial Committee, Place 16 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-693

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6023

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Lindsey Perry to the Burritt Memorial Committee, Place 16 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-693

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 16, due to expiration of the term of Lindsey Perry.

NOW, THEREFORE, BE IT RESOLVED that Lindsey Perry is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-850

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Melissa Musgrove to the Burritt Memorial Committee, Place 6 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-694

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

N/A

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6024

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Melissa Musgrove to the Burritt Memorial Committee, Place 6 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-694

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 6, due to expiration of the term of Melissa Musgrove.

NOW, THEREFORE, BE IT RESOLVED that Melissa Musgrove is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-851

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint George Cannon to the Burritt Memorial Committee, Place 5 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-695

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6027

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint George Cannon to the Burritt Memorial Committee, Place 5 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-695

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 5, due to expiration of the term of George Cannon.

NOW, THEREFORE, BE IT RESOLVED that George Cannon is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-852

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Ahmad Brown to the Burritt Memorial Committee, Place 3 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-696

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/11/2025 **File ID:** TMP-5911

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Ahmad Brownto the Burritt Memorial Committee, Place 3 (his current seat), for a three (3) year term to expire October 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 3, due to expiration of the term of Ahmad Brown.

NOW, THEREFORE, BE IT RESOLVED that Ahmad Brown is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-853

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Jeffrey Blackwell to the Burritt Memorial Committee, Place 2 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-697

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6029

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Jeffrey Blackwell to the Burritt Memorial Committee, Place 2 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-697

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 2, due to expiration of the term of Jeffrey Blackwell.

NOW, THEREFORE, BE IT RESOLVED that Jeffrey Blackwell is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-854

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Charles Below to the Burritt Memorial Committee, Place 17 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-698

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6030

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Charles Below to the Burritt Memorial Committee, Place 17 (his current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-698

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 17, due to expiration of the term of Charles Below.

NOW, THEREFORE, BE IT RESOLVED that Charles Below is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-855

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Traci Gillespie to the Burritt Memorial Committee, Place 9, to the seat previously held by Paula Cushman for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-699

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/11/2025 **File ID:** TMP-5917

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Traci Gillespie to the Burritt Memorial Committee, Place 9, to the seat previously held by Paula Cushman for a three (3) year term to expire October 1, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 9, due to expiration of the term of Paula Cushman.

NOW, THEREFORE, BE IT RESOLVED that Traci Gillespie is hereby appointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-856

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-700

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6032

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Cindy Griner to the Burritt Memorial Committee, Place 10 (her current seat), for a three (3) year term to expire October 1, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-700

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Burritt Memorial Committee, Place 10, due to expiration of the term of Cindy Griner.

NOW, THEREFORE, BE IT RESOLVED that Cindy Griner is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on October 1, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-857

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Amy Kemp to the City Tree Commission to the seat previously held by James Peters for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-701

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6033

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Amy Kemp to the City Tree Commission to the seat previously held by James Peters for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-701

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the City Tree Commission, due to expiration of the term of James Peters.

NOW, THEREFORE, BE IT RESOLVED that Amy Kemp is hereby appointed to fill said vacancy, said appointment to become effective on October 9, 2025, and expiring on October 8, 2027.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-858

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Troy Bowman to the City Tree Commission (his current seat) for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-702

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6034

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Troy Bowman to the City Tree Commission (his current seat) for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-702

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the City Tree Commission, due to expiration of the term of Troy Bowman.

NOW, THEREFORE, BE IT RESOLVED that Troy Bowman is hereby reappointed to fill said vacancy, said appointment to become effective on October 9, 2025, and expiring on October 8, 2027.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-859

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Matt Burke to the City Tree Commission to the seat previously held by William McBride for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-703

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6035

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Matt Burke to the City Tree Commission to the seat previously held by William McBride for a two (2) year term to expire October 8, 2027. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-703

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the City Tree Commission, due to expiration of the term of William McBride.

NOW, THEREFORE, BE IT RESOLVED that Matt Burke is hereby appointed to fill said vacancy, said appointment to become effective on October 9, 2025, and expiring on October 8, 2027.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-860

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint James Cochran to the Beautification Board, Place 8 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-704

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6036

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint James Cochran to the Beautification Board, Place 8 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-704

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 8, due to expiration of the term of James Cochran.

NOW, THEREFORE, BE IT RESOLVED that James Cochran is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-861

Department: City Council

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

Resolution to reappoint Michelle Omenski to the Beautification Board, Place 11 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-705

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6037

Department: City Council

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

Resolution to reappoint Michelle Omenski to the Beautification Board, Place 11 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-705

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 11, due to expiration of the term of Michelle Omenski.

NOW, THEREFORE, BE IT RESOLVED that Michelle Omenski is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-862

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Alexis Quinn to the Beautification Board, Place 7 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-706

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6038

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Alexis Quinn to the Beautification Board, Place 7 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-706

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 7, due to expiration of the term of Alexis Quinn.

NOW, THEREFORE, BE IT RESOLVED that Alexis Quinn is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-863

Department: City Council

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

Resolution to reappoint Laurel Miller to the Beautification Board, Place 12 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6040

Department: City Council

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

Resolution to reappoint Laurel Miller to the Beautification Board, Place 12 (her current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 12, due to expiration of the term of Laurel Miller.

NOW, THEREFORE, BE IT RESOLVED that Laurel Miller is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-864

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Zachary Hester to the Beautification Board, Place 15, to fill a vacancy due to the resignation of Celia Wettstein for the remainder of a three (3) year term to expire September 30, 2026. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-708

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6039

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Zachary Hester to the Beautification Board, Place 15, to fill a vacancy due to the resignation of Celia Wettstein for the remainder of a three (3) year term to expire September 30, 2026. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-708

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 15, due to the resignation of Celia Wettstein.

NOW, THEREFORE, BE IT RESOLVED that Zachary Hester is hereby appointed to fill said vacancy, said partial term appointment to become effective on September 25, 2025, and expiring on September 30, 2026.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-865

Department: City Council

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

Resolution to reappoint Ethan Walker-Jones to the Beautification Board, Place 10 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-709

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6042

Department: City Council

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

Resolution to reappoint Ethan Walker-Jones to the Beautification Board, Place 10 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-709

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25-709

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 10, due to expiration of the term of Ethan Walker-Jones.

NOW, THEREFORE, BE IT RESOLVED that Ethan Walker-Jones is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-866

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Billy Lenox to the Beautification Board, Place 9 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-710

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6041

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Billy Lenox to the Beautification Board, Place 9 (his current seat), for a three (3) year term to expire September 30, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-710

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25-710

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Beautification Board, Place 9, due to expiration of the term of Billy Lenox.

NOW, THEREFORE, BE IT RESOLVED that Billy Lenox is hereby reappointed to fill said vacancy, said appointment to become effective on October 1, 2025, and expiring on September 30, 2028.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-867

Department: City Council

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

Resolution to reappoint Mark Seeley to the Board of Examinations and Appeals for Construction Industries, Place 4 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-711

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6043

Department: City Council

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

Resolution to reappoint Mark Seeley to the Board of Examinations and Appeals for Construction Industries, Place 4 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-711

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Board of Examinations and Appeals for Construction Industries, Place 4, due to expiration of the term of Mark Seeley.

NOW, THEREFORE, BE IT RESOLVED that Mark Seeley is hereby reappointed to fill said vacancy, said appointment to become effective on September 25, 2025, and expiring on September 21, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-868

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Josh Steele to the Board of Examinations and Appeals for Construction Industries, Place 3 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-712

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6044

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Josh Steele to the Board of Examinations and Appeals for Construction Industries, Place 3 (his current seat), for a three (3) year term to expire September 21, 2028. (Nominated on September 11, 2025, Regular Council Meeting)

Resolution No. 25-712

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Board of Examinations and Appeals for Construction Industries, Place 3, due to expiration of the term of Josh Steele.

NOW, THEREFORE, BE IT RESOLVED that Josh Steele is hereby reappointed to fill said vacancy, said appointment to become effective on September 25, 2025, and expiring on September 21, 2028.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-869

Department: City Council

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

Resolution to reappoint LaFreeda Jordan to the Huntsville-Madison County Airport Authority, City Place 5 (her current seat), for a six (6) year term to expire October 24, 2031. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-713

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6045

Department: City Council

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

Resolution to reappoint LaFreeda Jordan to the Huntsville-Madison County Airport Authority, City Place 5 (her current seat), for a six (6) year term to expire October 24, 2031. (Nominated on September 11, 2025, Regular Council Meeting).

Resolution No. 25-713

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25-713

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Huntsville-Madison County Airport Authority, City Place 5, due to expiration of the term of LaFreeda Jordan.

NOW, THEREFORE, BE IT RESOLVED that LaFreeda Jordan is hereby reappointed to fill said vacancy, said appointment to become effective on October 25, 2025, and expiring on October 24, 2031.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-870

Department: City Council

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

Resolution to appoint Wiley Day to the Huntsville Police Citizens Advisory Council, place 13, due to the resignation of Brian Webb for the remainder of a vacant four year term to expire August 1, 2027.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6055

Department: City Council

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

Resolution to appoint Wiley Day to the Huntsville Police Citizens Advisory Council, place 13, due to the resignation of Brian Webb for the remainder of a vacant four year term to expire August 1, 2027.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, or will exist, on the Huntsville Police Citizens Advisory Council, Place 13, due to the resignation of Brian Webb.

NOW, THEREFORE, BE IT RESOLVED that Wiley Day is hereby appointed to fill said vacancy, said appointment to become effective on September 25, 2025, and expiring on August 1, 2027.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-871

Department: Legal

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

Ordinance authorizing the vacation of two 5-foot Utility and Drainage Easements between Lots 124 and 126, The Heritage of Monte Sano, Darlington Road. (Waggoner)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Between Lots 124 and 126, The Heritage of Monte Sano, Darlington Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6001

Department: Legal

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

Ordinance authorizing the vacation of two 5-foot Utility and Drainage Easements between Lots 124 and 126, The Heritage of Monte Sano, Darlington Road. (Waggoner)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Between Lots 124 and 126, The Heritage of Monte Sano, Darlington Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicants have represented to the City of Huntsville that **Blake Justin Waggoner and Mary Grace Waggoner,** are the owners of the property across which said easements lie; that said easements, or the portion being vacated, are not presently used and are 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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA

COUNTY OF MADISON

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of TEN AND 00/100 Dollars ($10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **CITY OF HUNTSVILLE, an Alabama munipal corporation,** (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto **BLAKE JUSTIN WAGGONER and MARY GRACE WAGGONER** (herein referred to as "Grantees") the following described real estate situated in Madison County, Alabama, to-wit:

All that part of Lot 29 and 30 of The Heritage of Monte Sano, as recorded in Plat Book 24 Page 22 in the Office of the Judge of Probate, Madison County, Alabama.

Beginning at the Southeast corner of the aforementioned Lot 30;

Thence North 15°43'20" West a distance of 15.00 feet to a point, said point being the True Point of Beginning for the herein described easement;

Thence leaving said True Point of Beginning, South 76°42'38" West a distance of 5.00 feet to a point;

Thence North 15°43'20" West a distance of 145.81 feet to a point;

Thence North 76°42'34" East a distance of 10.00 feet to a point;

Thence South 15°43'20" East a distance of 145.81 feet to a point;

Thence South 76°42'38" West a distance of 5.00 feet to the True Point of Beginning and the end of the herein described easement.

TO HAVE AND TO HOLD the aforegranted premises to the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama has caused this instrument to be duly executed its Mayor and attested by its Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA,
a Municipal Corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, its City Clerk

CONTINUED ON FOLLOWING PAGE

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, Alabama, a Municipal Corporation, are signed to the foregoing 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 corporation on the day the same bears date.

Given under my hand and official seal this 25th day of September, 2025.

_____
Notary Public
My Commission Expires: _

Ordinance No. _____

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama_____

This instrument was prepared by:
Todd R. Howard
Attorney-at-Law
3315 Memorial Parkway SW, 400-3
Huntsville, Alabama 35801
(256) 975-1055

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-872

Department: Legal

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

Ordinance authorizing the vacation of a portion of a 60-foot Utility and Drainage Easement, Lot 23, Creekstone Subdivision, Phase II, 5006 Willow Creek Drive. (Mayberry)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 23, Creekstone Subdivision, Phase II, 5006 Willow Creek Drive
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6002

Department: Legal

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

Ordinance authorizing the vacation of a portion of a 60-foot Utility and Drainage Easement, Lot 23, Creekstone Subdivision, Phase II, 5006 Willow Creek Drive. (Mayberry)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 23, Creekstone Subdivision, Phase II, 5006 Willow Creek Drive
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a portion of a utility and drainage easement; that the applicants have represented to the City of Huntsville that **Arvin Mayberry II and Catherine Mayberry,** are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA

COUNTY OF MADISON

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of TEN AND 00/100 Dollars ($10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **CITY OF HUNTSVILLE, an Alabama munipal corporation,** (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto **ARVIN MAYBERRY II and CATHERINE MAYBERRY** (herein referred to as "Grantees") the following described real estate situated in Madison County, Alabama, to-wit:

All that part of Lot 23 of Creekstone Subdivision Phase II as recorded in Plat Book 45 Page 73 in the Office of the Judge of Probate, Madison County, Alabama.

Beginning at the Southwest corner of the aforementioned Lot 23;

Thence North 00°30'41" East a distance of 30.00 feet to a point;

Thence South 89°29'31" East a distance of 5.00 feet to a point, said point being the True Point of Beginning for the herein described easement;

Thence leaving said True Point of Beginning, South 89°29'31" East a distance of 85.00 feet to a point;

Thence North 00°30'41" East a distance of 30.00 feet to a point;

Thence North 89°29'31" West a distance of 85.00 feet to a point;

Thence South 00°30'41" West a distance of 30.00 feet to the True Point of Beginning and the point of termination for the herein described easement.

The Address of the above referenced Property is 5006 Willow Creek Drive, Owens Cross Roads, AL 35763.

North is based on NAD83 AL East Zone.

TO HAVE AND TO HOLD the aforegranted premises to the said Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama has caused this instrument to be duly executed its Mayor and attested by its Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA,
a Municipal Corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, its City Clerk

CONTINUED ON FOLLOWING PAGE

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, Alabama, a Municipal Corporation, are signed to the foregoing 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 corporation on the day the same bears date.

Given under my hand and official seal this 25th day of September, 2025.

_____
Notary Public
My Commission Expires: _

Ordinance No. _____

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama_____

This instrument was prepared by:
Todd R. Howard
Attorney-at-Law
3315 Memorial Parkway SW, 400-3
Huntsville, Alabama 35801
(256) 975-1055

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-873

Department: Legal

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

Ordinance authorizing the vacation of two Utility and Drainage Easements between Lots 2 and 3, Carroll Creek Subdivision, Winchester Road. (Iglesia de Dios)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: between Lots 2 and 3, Carroll Creek Subdivision, Winchester Road.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6003

Department: Legal

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

Ordinance authorizing the vacation of two Utility and Drainage Easements between Lots 2 and 3, Carroll Creek Subdivision, Winchester Road. (Iglesia de Dios)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: between Lots 2 and 3, Carroll Creek Subdivision, Winchester Road.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicants have represented to the City of Huntsville that **Iglesia de Dios Pentecostal Movimiento Internacional,** are the owners of the property across which said easements lie; that said easements, or the portion being vacated, are not presently used and are 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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **CITY OF HUNTSVILLE**, an Alabama municipal corporation, hereinafter referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **IGLESIA DE DIOS PENTECOSTAL MOVIMIENTO INTERNACIONAL, INC.** hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

BEING A TRACT OF LAND SITUATED IN A PORTION OF LOTS 2 AND 3 ACCORDING TO THE PLAT OF CARROLL CREEK SUBDIVISION AS RECORDED IN PLAT BOOK 2023 PAGE 21-22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 2 LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER ROAD BEING A 1/2-INCH REBAR CAPPED "HILL"; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY LINE OF SAID LOT 2 SOUTH 0 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID WESTERLY LINE SOUTH 88 DEGREES 56 MINUTES 54 SECONDS EAST A DISTANCE OF 5.00 FEET;

THENCE SOUTH 0 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE 319.45 FEET TO A POINT ON THE NORTHWESTERLY LINE OF AN 80-FOOT WIDE UTILITY AND DRAINAGE EASEMENT REFERENCED IN DEED BOOK 640 PAGE 88 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING A CURVE TO THE LEFT HAVING A DELTA OF 3 DEGREES 24 MINUTES 55 SECONDS, A RADIUS OF 382.18 FEET, A CHORD BEARING OF SOUTH 27 DEGREES 00 MINUTES 18 SECONDS WEST AND A CHORD DISTANCE OF 22.78 FEET;

THENCE ALONG SAID NORTHWESTERLY LINE AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.78 FEET;

THENCE LEAVING SAID 80 FOOT UTILITY AND DRAINAGE EASEMENT NORTH 0 DEGREES 57 MINUTES 44 SECONDS EAST A DISTANCE OF 339.93 FEET;

THENCE SOUTH 88 DEGREES 56 MINUTES 54 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,294 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

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

Notary Public

THIS INSTRUMENT PREPARED BY:
Halliburton Surveying & Mapping, Inc.
510 Andrew Jackson Way NE
Huntsville, AL 35801

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-874

Department: Legal

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 15 through 21, Creekside Commons, Gallows Cove. (Meritage Homes)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lots 15 through 21, Creekside Commons, Gallows Cove.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6004

Department: Legal

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 15 through 21, Creekside Commons, Gallows Cove. (Meritage Homes)

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lots 15 through 21, Creekside Commons, Gallows Cove.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicant has represented to the City of Huntsville that **Meritage Homes of Alabama, Inc.,** is the owner of the property across which said easements lie; that said easements, or the portion being vacated, are not presently used and are 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 easements hereinafter described, said deed being substantially in words and figures as follows, to-wit:

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 Grantor, in consideration of the sum of Ten Dollars ($10.00) in hand paid by **MERITAGE HOMES OF ALABAMA, INC.,** an Arizona corporation, hereinafter referred to as Grantee, and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, quitclaim, and convey unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Limestone, State of Alabama, to-wit:

SEE EXHIBITS A-1, A-2, A-3, A-4, A-5, A-6 & A-7 and B-1, B-2 & B-3 ATTACHED HERETO.

TO HAVE AND TO HOLD unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 25th day of September, 2025.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of The City of Huntsville, Alabama, a municipal corporation are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

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

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
2 The Point, Inc.
8624 Memorial Parkway SW
Huntsville, AL 35802
256.539.9426

EXHIBIT A-1

(Lot 15 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #1 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 15 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 110.42 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,671.59', EAST: 368,139.11';

THENCE, FROM THE POINT OF BEGINNING, NORTH 69 DEGREES 53 MINUTES 08 SECONDS WEST, 55.60 FEET TO A POINT; THENCE NORTH 02 DEGREES 28 MINUTES 07 SECONDS EAST, 19.31 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 59 SECONDS EAST, 53.23 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 30.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,307 SQUARE FEET), MORE OR LESS.

EXHIBIT A-2
(Lot 16 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #2 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 16 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 107.20 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 14 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,667.98', EAST: 368,148.97';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 32.13 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 59 SECONDS EAST, 48.00 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 41.84 FEET TO A POINT; THENCE NORTH 69 DEGREES 53 MINUTES 08 SECONDS WEST, 50.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,763 SQUARE FEET), MORE OR LESS.

EXHIBIT A-3
(Lot 17 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #3 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 17 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 88.95 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,645.59', EAST: 368,253.51';

THENCE, FROM THE POINT OF BEGINNING, NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO A POINT; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 42.01 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 38.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,922 SQUARE FEET), MORE OR LESS.

EXHIBIT A-4
(Lot 18 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #4 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 18 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 88.61 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 14 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,644.85', EAST: 368,263.49';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 37.93 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 34.56 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,728 SQUARE FEET), MORE OR LESS.

EXHIBIT A-5
(Lot 19 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #5 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 19 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 85.02 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 14 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,637.11', EAST: 368,368.61';

THENCE, FROM THE POINT OF BEGINNING, NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 47.70 FEET TO A POINT; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 33.86 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.93 FEET TO A POINT; THENCE SOUTH 02 DEGREES 15 MINUTES 46 SECONDS WEST, 30.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES (1,534 SQUARE FEET), MORE OR LESS.

EXHIBIT A-6
(Lot 20 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #6 (VARYING WIDTH)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHWEST CORNER OF LOT 20 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 84.68 FEET TO A POINT; THENCE SOUTH 87 DEGREES 44 MINUTES 14 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,636.38', EAST: 368,378.59';

THENCE, FROM THE POINT OF BEGINNING, NORTH 02 DEGREES 15 MINUTES 46 SECONDS EAST, 29.78 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 50.96 FEET TO A POINT; THENCE SOUTH 04 DEGREES 10 MINUTES 38 SECONDS WEST, 26.19 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 49.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,407 SQUARE FEET), MORE OR LESS.

EXHIBIT A-7
(Lot 21 Easement Vacation Description)

STATE OF ALABAMA)
LIMESTONE COUNTY)

PUBLIC UTILITY AND DRAINAGE EASEMENT VACATION #7 (VARYING WIDTH)

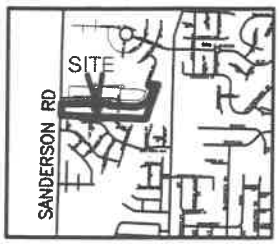
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CIPF (2TP) MARKING THE SOUTHEAST CORNER OF LOT 21 OF THE FINAL PLAT OF CREEKSIDE COMMONS AS RECORDED IN PLAT BOOK L PAGE 243, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE NORTH 04 DEGREES 13 MINUTES 29 SECONDS EAST, 83.75 FEET TO A POINT; THENCE NORTH 85 DEGREES 46 MINUTES 31 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,561,627.76', EAST: 368,485.88';

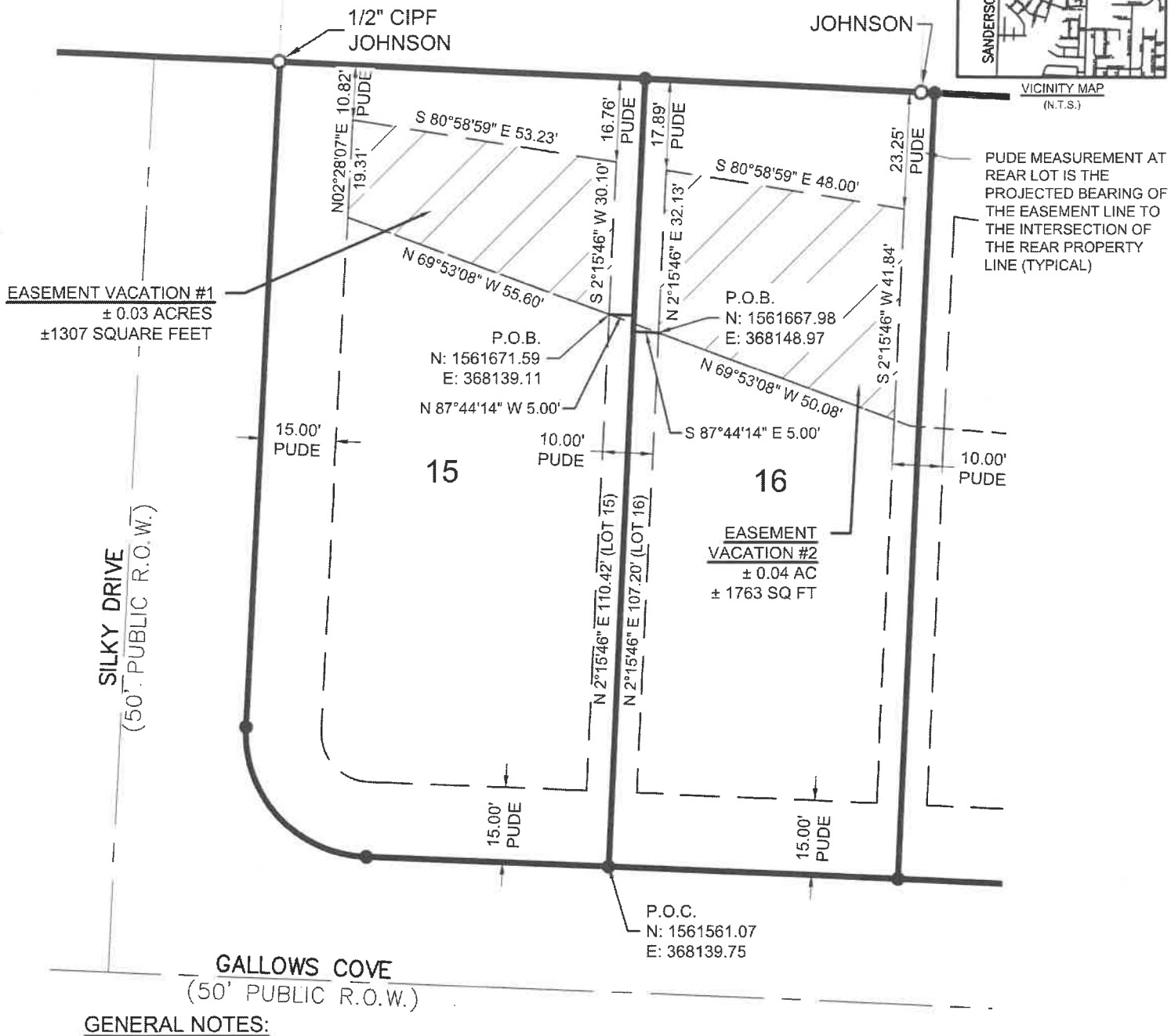
THENCE, FROM THE POINT OF BEGINNING, NORTH 83 DEGREES 07 MINUTES 50 SECONDS WEST, 15.30 FEET TO A POINT; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST, 32.53 FEET TO A POINT; THENCE NORTH 04 DEGREES 10 MINUTES 38 SECONDS EAST, 25.48 FEET TO A POINT; THENCE SOUTH 81 DEGREES 45 MINUTES 35 SECONDS EAST, 47.94 FEET TO A POINT; THENCE SOUTH 04 DEGREES 13 MINUTES 29 SECONDS WEST, 22.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,143 SQUARE FEET), MORE OR LESS.

EXHIBIT B-1

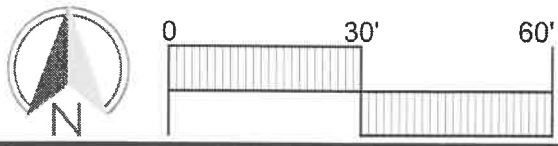


VICINITY MAP
(N.T.S.)



GENERAL NOTES:

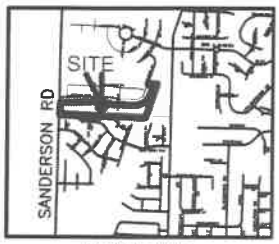
1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION:
   - PB G PG 156 CREEKSIDE PLANTATION SUBDIVISION
   - PB H PG 6 HERITAGE COMMONS
   - PB L PG 198 CREEKSIDE COMMONS



DRAWN BY: JCB	EASEMENT VACATION EXHIBIT B-1
FIELD CREW: BJ	CREEKSIDE COMMONS (PB L PG 243)
FIELD DATE: 07.14.25	CITY OF HUNTSVILLE, LIMESTONE COUNTY, ALABAMA
OFFICE DATE: 09.04.25	SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 1 OF 3	
JOB NO: 24-016	

2 THE POINT INCORPORATED

EXHIBIT B-2



VICINITY MAP
(N.T.S.)

JOHNSON

PUDE MEASUREMENT AT REAR LOT IS THE PROJECTED BEARING OF THE EASEMENT LINE TO THE INTERSECTION OF THE REAR PROPERTY LINE (TYPICAL)

1/2" CIPF JOHNSON

EASEMENT VACATION #3
± 0.04 AC
± 1922 SQ FT

EASEMENT VACATION #4
± 0.04 AC
± 1728 SQ FT

EASEMENT VACATION #5
± 0.04 AC
± 1534 SQ FT

24.29' PUDE
28.99' PUDE
29.98' PUDE
34.68' PUDE
35.67' PUDE
40.38' PUDE

S 81°45'35" E 47.93'
N 2°15'46" E 42.01'
S 2°15'46" W 38.64'
N 2°15'46" E 37.93'
S 2°15'46" W 34.56'
N 2°15'46" E 33.86'
S 2°15'46" W 30.49'

N 85°47'15" W 47.70'

17
P.O.B.
N: 1561645.59
E: 368253.51

18
P.O.B.
N: 1561644.85
E: 368263.49

19
P.O.B.
N: 1561637.11
E: 368368.61

N 87°44'14" W 5.00'
S 87°44'14" E 5.00'

N 2°15'46" E 88.95' (LOT 17)
N 2°15'46" E 88.61' (LOT 18)
N 2°15'46" E 85.02' (LOT 19)

10.00' PUDE
15.00' PUDE

P.O.C.
N: 1561556.51
E: 368255.00

P.O.C.
N: 1561551.96
E: 368370.25

GALLOWS COVE
(50' PUBLIC R.O.W.)

GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION:
   - PB G PG 156 CREEKSIDE PLANTATION SUBDIVISION
   - PB H PG 6 HERITAGE COMMONS
   - PB L PG 198 CREEKSIDE COMMONS

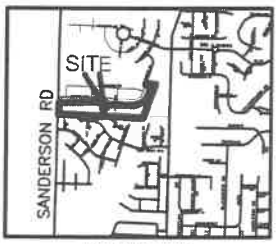
N

0 30' 60'

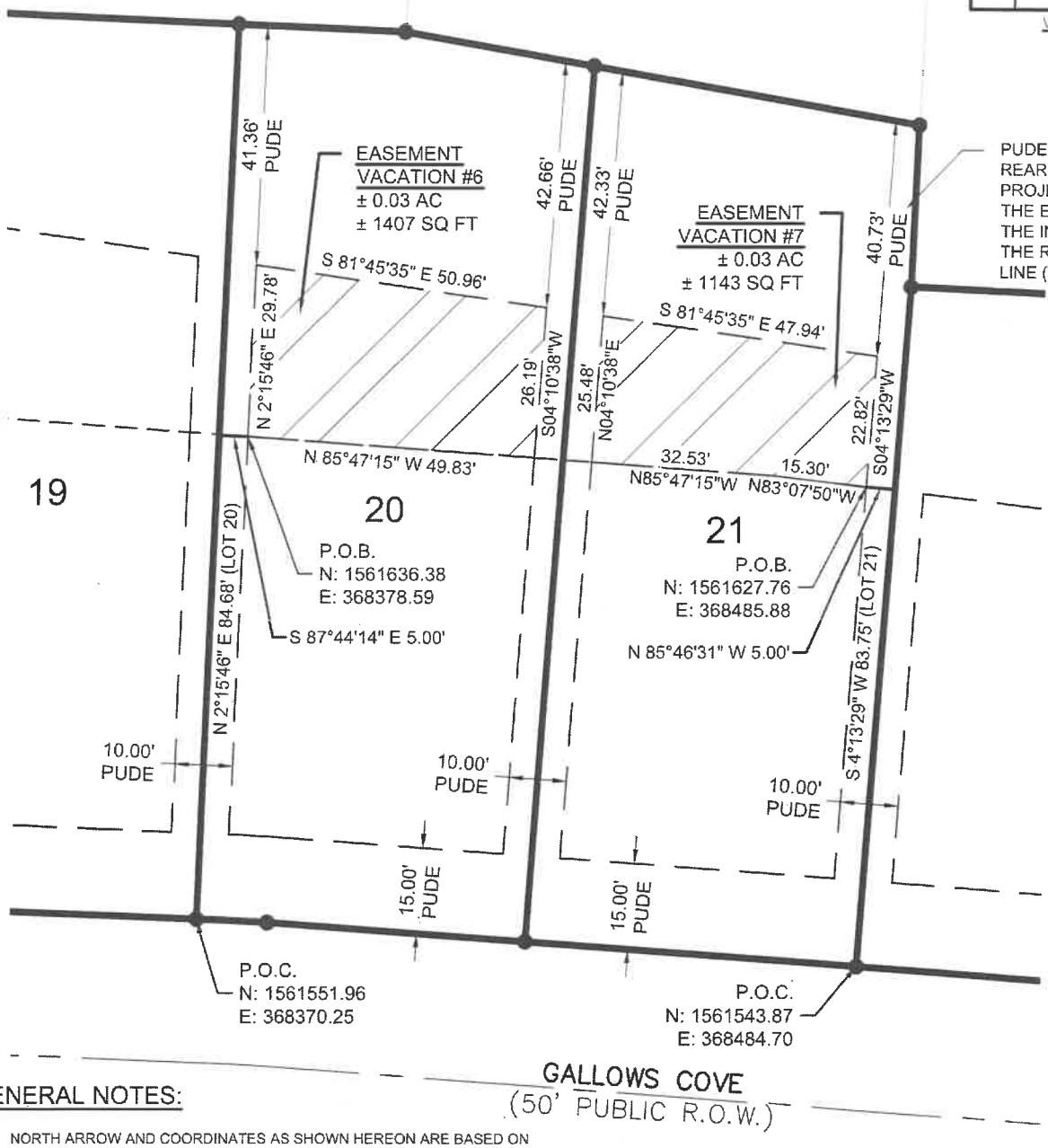
DRAWN BY: JCB	EASEMENT VACATION EXHIBIT B-2
FIELD CREW: BJ	CREEKSIDE COMMONS (PB L PG 243)
FIELD DATE: 07.14.25	CITY OF HUNTSVILLE, LIMESTONE COUNTY, ALABAMA
OFFICE DATE: 08.28.25	SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 2 OF 3	
JOB NO: 24-016	

2 THE POINT INCORPORATED

EXHIBIT B-3

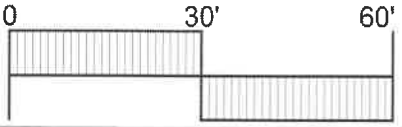


VICINITY MAP
(N.T.S.)



GENERAL NOTES:

1. NORTH ARROW AND COORDINATES AS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD '83.
2. ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS.
3. SOURCES OF INFORMATION:
   - PB G PG 156 CREEKSIDE PLANTATION SUBDIVISION
   - PB H PG 6 HERITAGE COMMONS
   - PB L PG 198 CREEKSIDE COMMONS



DRAWN BY: JCB	EASEMENT VACATION EXHIBIT B-3
FIELD CREW: BJ	CREEKSIDE COMMONS (PB L PG 243)
FIELD DATE: 07.14.25	CITY OF HUNTSVILLE, LIMESTONE COUNTY, ALABAMA
OFFICE DATE: 08.28.25	SECTION 12, TOWNSHIP 3 SOUTH, RANGE 3 WEST
CHECKED BY: ASM	
SHEET: 3 OF 3	
JOB NO: 24-016	

2 THE POINT INCORPORATED

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-875

Department: Legal

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

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek site, extension of New Life Circle, off Jeff Road.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6005

Department: Legal

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

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek.
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Lot 1, Schrimsher-Willowbrook Subdivision, at Grove at Indian Creek site, extension of New Life Circle, off Jeff Road.

ORDINANCE NO. 25-_____

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

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

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

STATE OF ALABAMA)
:
COUNTY OF MADISON)

QUITCLAIM DEED FOR VACATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS; that, in consideration of One and No/100 Dollars ($1.00) and good and other valuable consideration to the undersigned Grantor in hand paid by the Grantee herein, the receipt and sufficiency of which are hereby acknowledged, **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama (herein referred to as "Grantor"), does hereby remise, release, quitclaim and convey unto **INDIAN CREEK HOUSING, LLC**, an Alabama limited liability company (herein referred to as "Grantee"), its successors and assigns, all its right, title and interest in and to the real estate situated in the County of Madison and the State of Alabama, more particularly described on Exhibit "A" and graphically depicted on Exhibit "B".

TO HAVE AND TO HOLD, the aforegranted premises, together with all improvements, easements and appurtenances thereunto pertaining, to the said Grantee, its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers this 25th day of September, 2025.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA)
:
COUNTY OF MADISON)

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

Given under my hand this the 25th day of September, 2025.

(SEAL)

_____
Notary Public
My commission expires: _____

This instrument was prepared by:
William I. Eskridge, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJ&G File No. 6851-7

Exhibit "A"

SANITARY SEWER EASEMENT TO BE VACATED

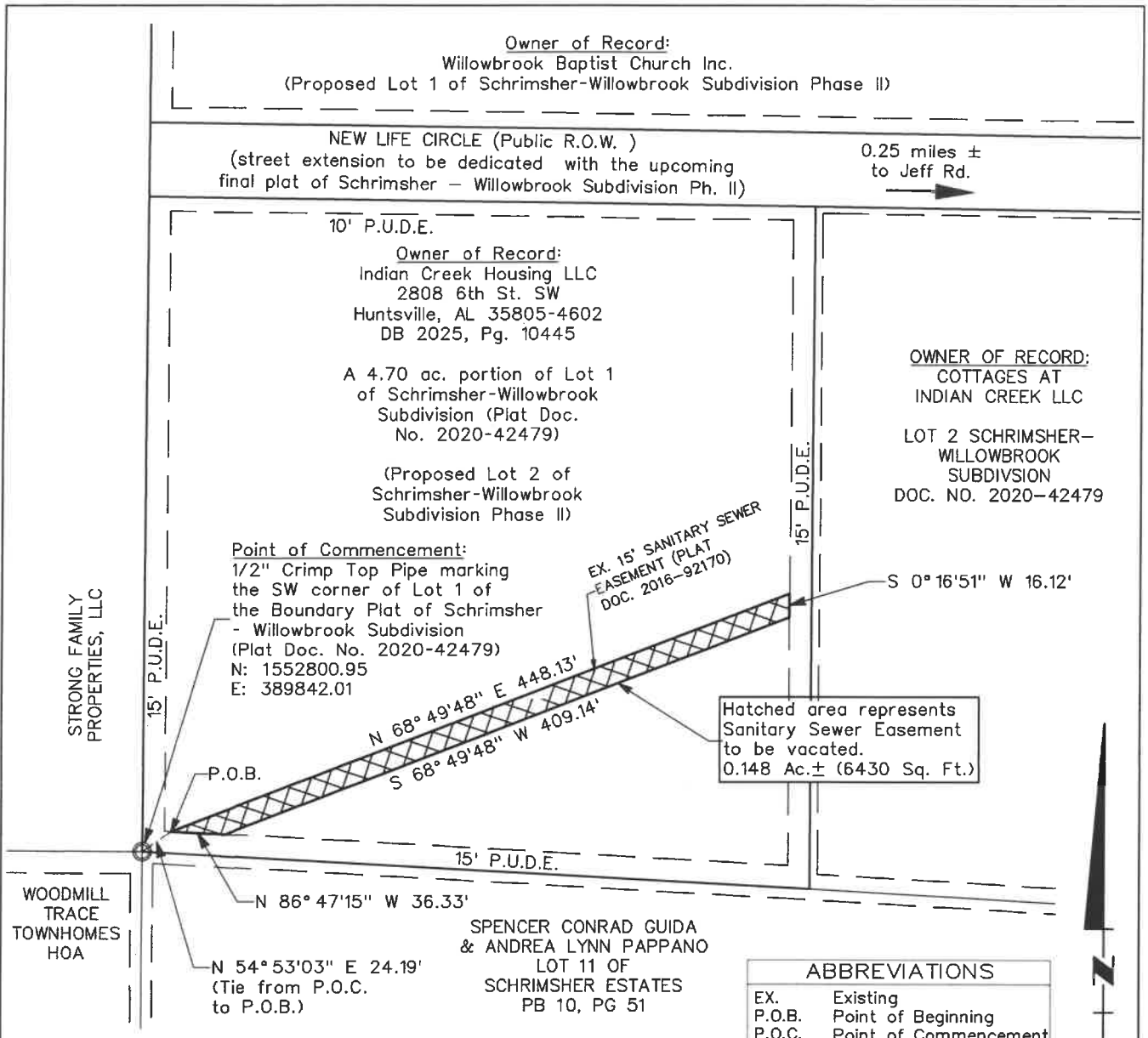
A parcel of land situated in the Northeast Quarter of Section 22, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama {Bearings and distances are referenced to the Alabama State Plane Coordinate System, East Zone, NAD '83 (2011)} and lying within Lot 1 of the Boundary Plat of Schrimsher-Willowbrook Subdivision as recorded in Document No. 2020-00042479 in the Office of the Judge of Probate, Madison County, Alabama, and further described as lying within that certain 4.70 acre parcel of land deeded to INDIAN CREEK HOUSING LLC, an Alabama limited liability company as recorded in Deed Book 2025, Pages 10445-10448 in said Probate Office, and being a portion of a 15-foot wide Sanitary Sewer Easement established by the final plat of "Schrimsher Estates Lot 10 Resubdivision A Resubdivision of Lots 9 and 10 of Schrimsher Estates as Recorded in Plat Book 10, page 51, and Other Unplatted Lands" as recorded in Document No. 20160224000092170 in said Probate Office and being more particularly described as follows:

Commencing at a 1/2-inch crimp top pipe marking the southwest corner of Lot 1 of the said Boundary Plat of Schrimsher-Willowbrook Subdivision, and having Alabama State Plane Coordinates of North: 1552800.95, East: 389842.01; thence run North 54 degrees 53 minutes 03 seconds East, 24.19 feet to the Point of Beginning;

Thence, from the Point of Beginning, run North 68 degrees 49 minutes 48 seconds East, 448.13 feet to a point; thence run South 00 degrees 16 minutes 51 seconds West, 16.12 feet to a point; thence run South 68 degrees 49 minutes 48 seconds West, 409.14 feet to a point; thence run North 86 degrees 47 minutes 15 seconds West, 36.33 feet back to the Point of Beginning;

Said parcel contains 0.148 acres (6430 square feet) more or less.

Exhibit "B"



ABBREVIATIONS	
EX.	Existing
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.U.D.E.	Public U & D Easement
R.O.W.	Right-of-way
SQ. FT.	Square Feet
U&D	Utility & Drainage

General Notes:

1. North Arrow and coordinates as shown hereon are based on Alabama State Plane Coordinate System East Zone, NAD '83 (2011).
2. All measurements shown are in U.S. Survey Feet.
3. This is not a property boundary survey.

Exhibit Drawing - Vacation of San. Sewer Easement

Lying within Lot 1, Willowbrook-Schrimsher Subdivision, Plat Doc. No. 2020-00042479
Section 22, Township 3 South, Range 2 West of the Huntsville Meridian,
City of Huntsville, Madison County, Alabama

Project No.: 21414.H0	Drawn By: H. Galloway	Revisions:
Sheet No. 1 of 1	Field Date: 08.13.2024	
	Office Date: 08.13.2025	
	Checked By: A. Miller	

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

SCHOEL

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6166

101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221

Copyright © 2019 Schoel Engineering Company, Inc.

H:\Projects\21\21414.HP The Grove at Indian Creek\Survey\Data\Easement Vac SS\21414_exhibit SS EV.dwg

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-876

Department: Administration

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

Ordinance to adopt the City of Huntsville annual budget for fiscal year 2026 beginning October 1, 2025. (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-744

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6046

Department: Administration

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

Ordinance to adopt the City of Huntsville annual budget for fiscal year 2026 beginning October 1, 2025. (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-744

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

ORDINANCE NO. 25-____

BUDGET ORDINANCE
CITY OF HUNTSVILLE, ALABAMA
FISCAL YEAR BEGINNING OCTOBER 1, 2025

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, The Budget of the City of Huntsville, Alabama, for the fiscal year 2025-2026, is hereby adopted, as follows:

A. The budgets for the various funds of the City are attached hereto as Exhibit "A" and made a part hereof by reference.

B. The agency appropriations listings are attached hereto as Exhibit "B" and made a part hereof by reference.

C. The authorized strength of each department of the City is hereby determined to be that shown on Exhibit "C" attached hereto and made a part hereof by reference.

D. That, as an additional benefit to all eligible employees, a longevity banquet in fiscal year 2025-2026, for all regular, full-time employees who, between January 1 and December 31 of the year in which such banquet is scheduled, have been employed by the City for exactly 25, 30, 35, 40, 45 or 50 years, is hereby authorized.

E. That in accordance with generally accepted accounting principles (GAAP), encumbrances outstanding as of September 30th shall lapse, and require re-appropriation in the next fiscal year.

F. That it is hereby, the stated policy and goal of the City of Huntsville to maintain at all times a General Fund undesignated fund balance, determined according to generally accepted accounting principles, of at least 11.5% of the General Fund operating revenue budget, exclusive of grants.

G. That, unless otherwise required by State law or by resolution or ordinance duly adopted by the City Council, the Finance Director is hereby authorized to authorize and make payment of an expenditure/expense provided that the expenditure/expense is from an appropriation within a budget duly adopted by the City Council as provided for herein or as subsequently amended and in accordance with proper accounting, policies and internal controls. Furthermore, the Finance Director is hereby directed to present a report of expenditures paid to the City Council Finance Committee chairman, who shall submit same for approval by the City Council at its regularly scheduled meetings.

H. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to the expenditure accounts in the General Fund Revolving Revenue Fund, but only in an amount that does not exceed the revenue received in the fund in each of the revenue accounts that are associated with such expenditure accounts.

I. That the Finance Director is hereby authorized, without further action by the City Council to set managerial budgets for other funds not listed in this ordinance. That the managerial budgets will be included in the proposed budget document. That those funds will be operated through these managerial budgets in accordance with current policy and procedures and presented appropriately in interim reports. Any changes to these budgets will be reviewed and approved by the Finance Committee. The City Council will be notified of changes approved promptly.

J. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to appropriate revenue and expenditure accounts for donations, debt issuance and grants in total amount as they are accepted, adopted or approved by the City Council at a regular City Council meeting.

K. That the Finance Director is hereby authorized, without further action by the City Council, upon approval of the Mayor, to make budget amendments between personnel, operational and capital accounts within a single department of any (one) single fund.

L. That the Finance Director is hereby authorized, without further action by the City Council, to make budget amendments to authorized strength as personnel actions are accepted, adopted or approved by the City Council at a regular City Council meeting.

ADOPTED this the 11th day of September, 2025.

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

APPROVED this the 11th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama

City of Huntsville
Annual Budget for the Fiscal Year Beginning October 1, 2025
Revenues and Expenses/Expenditures - Exhibit A
General Fund

REVENUE SOURCE	**Proposed FY 2026** $
SALES TAX	138,380,000
USE TAX	28,630,000
SIMPLIFIED SELLERS USE TAX (SSUT)	20,750,000
PILOT REVENUE	34,892,106
PROPERTY TAXES	35,535,573
LICENSE FEES	30,150,000
PERMIT FEES	7,429,000
ALL OTHER REVENUE	40,102,000
Total Revenue	335,868,679

City of Huntsville

Annual Budget for the Fiscal Year Beginning October 1, 2025

Revenues and Expenses/Expenditures - Exhibit A

General Fund

Departments	Personnel	Operations	Capital	Total
	$	$	$	$
ADMINISTRATION	3,279,680	305,763	-	3,585,443
ANIMAL SERVICES	3,169,268	749,222	-	3,918,490
CEMETERY	1,477,803	365,197	-	1,843,000
CITY CLERK	1,006,308	1,234,220	-	2,240,528
CITY COUNCIL	521,910	136,000	-	657,910
CODE ENFORCEMENT	2,007,609	183,706	-	2,191,315
ENGINEERING	3,969,148	135,236	-	4,104,384
FINANCE	6,432,617	599,000	-	7,031,617
FIRE & RESCUE	60,174,685	3,862,331	1,519,000	65,556,016
FLEET SERVICES	5,090,172	5,200,319	104,000	10,394,491
GENERAL OPERATIONS	2,225,000	3,761,404	-	5,986,404
GENERAL SERVICES	6,294,796	13,672,867	-	19,967,663
HUMAN RESOURCES	2,095,752	2,623,325	-	4,719,077
INSPECTION	4,086,260	130,873	-	4,217,133
ITS	5,300,037	10,012,548	4,284,782	19,597,367
LANDSCAPE MANAGEMENT	15,255,456	6,510,490	115,000	21,880,946
LEGAL	3,177,474	2,355,000	-	5,532,474
MUNICIPAL COURT	4,980,176	904,317	20,000	5,904,493
NATURAL RESOURCES	1,132,017	56,522	85,000	1,273,539
PARKING	2,266,802	1,199,133	223,000	3,688,935
PARKS & RECREATION	12,746,271	897,600	-	13,643,871
PLANNING	4,997,339	797,450	20,000	5,814,789
POLICE	71,307,061	5,491,715	3,782,669	80,581,445
PUBLIC WORKS	13,163,851	1,578,551	22,500	14,764,902
TRAFFIC ENGINEERING	4,382,717	662,665	31,500	5,076,882
Total	240,540,209	63,425,455	10,207,451	314,173,115

Departments	Appropriations	Intergovernmental	Transfers	Total
GENERAL EXPENSES	3,362,411	12,255,023	13,932,554	29,549,988
		Grand Total Expenditures		343,723,103

City of Huntsville
Annual Budget for the Fiscal Year Beginning October 1, 2025
Revenues and Expenses/Expenditures - Exhibit A
Other Funds

	Revenues	Expenditures
Liquor and Lodgings Taxes		
Liquor and Lodgings Taxes	23,489,740	
Agency Appropriations and Intergovernmental Contracts		14,800,015
Debt Service		5,813,481
Water Pollution Control Fund		
Charges for Services	53,103,100	
Other Revenues	2,312,000	
Personnel		13,295,329
Operating		10,748,510
Capital		18,999,631
Debt Service		9,279,798
Sanitation		
Charges for Services	20,138,000	
Personnel		11,004,988
Operating		9,631,469

City of Huntsville
Annual Budget for the Fiscal Year Beginning October 1, 2025
Agency Appropriations - Exhibit B

GENERAL FUND AGENCY APPROPRIATIONS	**Proposed FY 2026** $
100 BLACK MEN OF GREATER HUNTSVILLE, INC.	10,000
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE)	550,000
BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY	20,000
BOYS & GIRLS CLUBS OF NORTH ALABAMA, INC.	150,000
CHRISTMAS CHARITIES YEAR ROUND	15,000
COMMUNITY ACTION AGENCY PARTNERSHIP	100,000
COMMUNITY FREE DENTAL CLINIC	100,000
DOWNTOWN HUNTSVILLE, INC.	90,000
FAMILY SERVICES, INC. (LIFT HOUSING, INC.)	10,000
FIRST STOP, INC.	171,345
FOOD BANK OF NORTH ALABAMA, INC.	50,000
GIRLS INC. OF HUNTSVILLE	25,000
GLOBAL TIES ALABAMA	25,000
HATCH HSV, INC.	50,000
HEALS, INC.	35,000
HISTORIC HUNTSVILLE FOUNDATION	30,000
HUNTSVILLE BALLET ASSOCIATION	40,000
HUNTSVILLE COMMUNITY WATCH	20,328
HUNTSVILLE HOSPITAL FOUNDATION	20,000
HUNTSVILLE SYMPHONY ORCHESTRA ASSOCIATION	191,000
HUNTSVILLE-MADISON COUNTY SENIOR CENTER, INC.	440,000
INVEST NORTHWEST CORPORATION	50,000
LAND TRUST OF NORTH ALABAMA, INC.	125,000
LEGACY CENTER, THE	60,000
LEGAL SERVICES OF ALABAMA	46,000
MADISON COUNTY 310 BOARD	40,000
NATIONAL CHILDREN'S ADVOCACY CENTER	50,000
NATIONAL COALITION OF 100 BLACK WOMEN	10,000
NEW FUTURES, INC.	40,000
NORTH ALABAMA HOMEBUILDERS ACADEMY	200,000
NORTH ALABAMA INTERNATIONAL TRADE ASSOCIATION	35,000
PARTNERSHIP FOR DRUG FREE COMMUNITY, INC.	91,000
SECOND MILE DEVELOPMENT, INC.	35,000
SINGING RIVER TRAIL - LAUNCH 2035	50,000
SOUTH HUNTSVILLE BUSINESS ASSOCIATION (MAIN STREET)	50,000
UNITED WAY	50,000
VILLAGE OF PROMISE, INC.	50,000
WELLSTONE BEHAVIORAL HEALTH	900,000
YMCA OF METROPOLITAN HUNTSVILLE (H'VILLE CHILD CARE CTR)	45,000
	4,069,673

City of Huntsville
Annual Budget for the Fiscal Year Beginning October 1, 2025
Agency Appropriations - Exhibit B

	Proposed FY 2026
GENERAL FUND INTERGOVERNMENTAL AND CONTRACTS	$
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) @ SANDRA MOON	60,000
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) CAPITAL	350,000
ARTS COUNCIL, INC. (DBA ARTS HUNTSVILLE) STAFFING	172,738
CHAMBER OF COMMERCE OF HUNTSVILLE/MADISON CO.	300,000
HUNTSVILLE CITY SCHOOLS, BOARD OF EDUCATION	55,000
HUNTSVILLE HOSPITAL	150,000
HUNTSVILLE PUBLIC LIBRARY	5,632,023
INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HUNTSVILLE	100,000
MADISON COUNTY COMM (JAIL OPERATIONS)	2,100,000
MADISON COUNTY COMM (NEAVES-DAVIS CENTER FOR CHILDREN)	873,000
MADISON COUNTY HEALTH DEPARTMENT	1,335,000
NASA/MARSHALL SPACE FLIGHT CENTER RETIREES ASSOC	50,000
WELLSTONE BEHAVIORAL HEALTH CAPITAL	200,000
WELLSTONE BEHAVIORAL HEALTH JAIL DIVERSION PROGRAM	50,000
WELLSTONE BEHAVIORAL HEALTH STAFFING CO-RESPONDER	120,000
	11,547,761
LODGING AND LIQUOR TAX FUND APPROPRIATIONS AND CONTRACTS	
BURRITT MUSEUM (93-21)	575,000
EARLYWORKS MUSEUMS	700,000
FANTASY PLAYHOUSE	200,000
HUNTSVILLE BOTANICAL GARDENS, INC. (93-21)	500,000
HUNTSVILLE CONVENTION & VISITORS BUREAU (12-365)	3,932,855
HUNTSVILLE MUSEUM OF ART (93-21)	1,200,000
HUNTSVILLE SPORTS COMMISSION (12-365)	623,501
HUNTSVILLE TENNIS CENTER BOARD OF CONTROL (93-21)	250,000
LAND TRUST OF NORTH ALABAMA, INC. FACILITIES PROJECT (10-YR)	200,000
ORION AMPHITHEATER	1,077,386
U.S. SPACE & ROCKET CENTER FOUNDATION (93-21)	325,000
VON BRAUN CENTER - CAPITAL (17-456)	140,300
VON BRAUN CENTER - OPERATING (12-365)	5,035,973
WEEDEN HOUSE MUSEUM (93-21)	40,000
	14,800,015
TOTAL SPECIAL APPROPRIATIONS	**30,417,449**

City of Huntsville
Annual Budget for the Fiscal Year Beginning October 1, 2025
Authorized Strength - Exhibit C

	Proposed for FY26		
Department	**FT**	**PT**	**Total**
Administration	23	20	43
Animal Services	42	4	46
Cemetery	17	1	18
City Clerk	12	1	13
City Council	8	1	9
Community Development	44	4	48
Emergency Management Agency	9	1	10
Engineering	43	5	48
Finance	55	2	57
Fire & Rescue	532	7	539
Fleet Services	58	0	58
General Services	61	10	71
Human Resources	19	2	21
Information Tech Services (ITS)	50	1	51
Inspection	38	3	41
Landscape Management	197	3	200
Legal	25	1	26
Municipal Court	51	4	55
Natural Resources	10	2	12
Parking	27	38	65
Parks & Recreation	153	155	308
Planning	45	5	50
Police	701	169	870
Public Transit	81	58	139
Public Works (Includes Sanitation)	313	1	314
Traffic Engineering	45	3	48
Water Pollution Control	175	3	178
Grand Total	**2834**	**504**	**3338**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-877

Department: Administration

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

Ordinance amending Ordinance No. 89-79, to provide all eligible employees of the City of Huntsville a cost-of-living adjustment (COLA), as reflected in the first pay period in the fiscal year 2026 budget, effective October 13, 2025. (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-745

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6047

Department: Administration

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

Ordinance amending Ordinance No. 89-79, to provide all eligible employees of the City of Huntsville a cost-of-living adjustment (COLA), as reflected in the first pay period in the fiscal year 2026 budget, effective October 13, 2025. (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-745

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

RESOLUTION NO. 25 - _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 89-79, adopted on February 23, 1989, as amended, is hereby further amended to provide that all eligible employees of the City of Huntsville shall receive a two percent (2.0%) cost of living adjustment ("COLA") effective the first pay period in fiscal year 2026, which starts October 13, 2025. The two percent (2.0%) COLA shall be incorporated into the City of Huntsville's fiscal year 2025-2026 annual budget at such time as it is adopted by the City Council.

ADPOTED this day 11th day of September, 2025.

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

APPROVED this the 11th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-878

Department: Natural Resources

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

Ordinance to declare certain property surplus and no longer needed for public or municipal purpose. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-746

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: Property includes: API Photometric O3 Analyzer Model 400, API Dymanic Dilution Calibrator Model 700, Environics Ozone TS Calibrator Model 6103, Teledyne API Photometric O3 Analyzer Model 400E, Environics MG Calibrator Model 6100, Teledyne API Photometric O3 Analyzer Model 401, Datametrics Flowmeter Model 1510, (4) Anderson PM10 Sampler, (2) General Metal Works TSP Sampler

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6048

Department: Natural Resources

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

Ordinance to declare certain property surplus and no longer needed for public or municipal purpose. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-746

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: Property includes: API Photometric O3 Analyzer Model 400, API Dymanic Dilution Calibrator Model 700, Environics Ozone TS Calibrator Model 6103, Teledyne API Photometric O3 Analyzer Model 400E, Environics MG Calibrator Model 6100, Teledyne API Photometric O3 Analyzer Model 401, Datametrics Flowmeter Model 1510, (4) Anderson PM10 Sampler, (2) General Metal Works TSP Sampler

ORDINANCE NO. 25-____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that the following described property is hereby declared surplus and no longer necessary for public or municipal purpose:

Asset Name	**Tag #**	**Serial Number**	**Purchase Date**
API Photometric O3 Analyzer Model 400	770222	393	NA
API Dymanic Dilution Calibrator Model 700	770249	255	NA
Environics Ozone TS Calibrator Model 6103	570454	3570	2005
Teledyne API Photometric O3 Analyzer Model 400E	690451	641	2004
Environics MG Calibrator Model 6100	770321	6200	2014
Teledyne API Photometric O3 Analyzer Model 401	610172	384-S	NA
Datametrics Flowmeter Model 1510	770126	311-226	NA
Anderson PM10 Sampler	NA	1071	1/1990
Anderson PM10 Sampler	NA	3363	8/1989
Anderson PM10 Sampler	NA	3366	8/1989
Anderson PM10 Sampler	NA	NA	9/1989
General Metal Works TSP Sampler	NA	50-14	8/1989
General Metal Works TSP Sampler	NA	58-2	9/1989

NA – Not Available

BE IT FURTHER ORDAINED that the Mayor of the City of Huntsville, for and on behalf of the City of Huntsville, is hereby authorized, requested and directed to dispose of said equipment, per Agreement with Managed Asset Recycling Solutions, LLC. All proceeds will be deposited into an account, to be assigned by the Information Technology Services Department, to be utilized for the purchase of new equipment.

ADOPTED this the _____day of September, 2025.

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

APPROVED this the _____day of September, 2025.

_____
Mayor of the City of Huntsville
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-879

Department: Planning

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

Ordinance annexing 9.93 acres of land lying on the east of Hwy 431 S and south of Wade Rd. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-747

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

If yes, please list preferred date(s) of publication: October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: US-431, Owens Cross Roads, AL 35763
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6049

Department: Planning

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

Ordinance annexing 9.93 acres of land lying on the east of Hwy 431 S and south of Wade Rd. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-747

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

If yes, please list preferred date(s) of publication: October 1, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: US-431, Owens Cross Roads, AL 35763
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-

WHEREAS, Nirmala Investments, LLC, by Ana Isabel Guinea-Martin and Ravindra V. Malipur, as its Managers, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

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

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

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

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

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

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

> All that part of Section 36, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Center of the West Boundary of said Section 36; thence from the Point of Commencement, North 30 Degrees 39 Minutes 24 Seconds East for a distance of 2949.52 feet to the Point of Beginning; Thence from the Point of Beginning, North 88 Degrees 34 Minutes 07 Seconds East for a distance of 30.33 feet to a point; thence North 88 Degrees 34 Minutes 04 Seconds East for a distance of 74.35 feet to a point; thence North 88 Degrees 34 Minutes 06 Seconds East for a distance of 23.65 feet to a point; thence North 09 Degrees 08 Minutes 53 Seconds West for a distance of 96.74 feet to a point; thence North 89 Degrees 18 Minutes 37 Seconds East for a distance of 159.21 feet to a point; thence North 89 Degrees 18 Minutes 34 Seconds East for a distance of 8.14 feet to a point; thence North 89 Degrees 18 Minutes 38 Seconds East for a distance of 313.71 feet to a point; thence North 89 Degrees 13 Minutes 53 Seconds East for a distance of 618.04 feet to a

point; thence North 89 Degrees 13 Minutes 54 Seconds East for a distance of 31.73 feet to a point; thence North 89 Degrees 54 Minutes 10 Seconds East for a distance of 3.54 feet to a point; thence South 00 Degrees 09 Minutes 58 Seconds West for a distance of 13.35 feet to a point; thence South 04 Degrees 15 Minutes 14 Seconds West for a distance of 375.03 feet to a point; thence North 89 Degrees 01 Minutes 53 Seconds West for a distance of 675.06 feet to a point; thence South 90 Degrees 00 Minutes 00 Seconds West for a distance of 425.91 feet to a point; thence North 26 Degrees 49 Minutes 27 Seconds West for a distance of 52.19 feet to a point; thence North 23 Degrees 58 Minutes 56 Seconds West for a distance of 98.23 feet to a point; thence North 23 Degrees 30 Minutes 56 Seconds West for a distance of 6.07 feet to a point; thence North 23 Degrees 30 Minutes 54 Seconds West for a distance of 131.71 feet back to the Point of Beginning and containing 9.89 acres, more or less.

ALSO

All that part of Section 36, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Center of the West Boundary of said Section 36; thence from the Point of Commencement, North 37 Degrees 08 Minutes 21 Seconds East for a distance of 2745.71 feet to the Point of Beginning; thence from the Point of Beginning, North 89 Degrees 54 Minutes 00 Seconds East for a distance of 75.65 feet to a point; thence South 01 Degree 10 Minutes 41 Seconds West for a distance of 22.01 feet to a point; Thence South 89 Degrees 53 Minutes 59 Seconds West for a distance of 65.42 feet to a point; thence North 23 Degrees 58 Minutes 54 Seconds West for a distance of 24.06 feet back to the Point of Beginning and containing 0.04 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: Nirmala Investments, LLC, by Ana Isabel Guinea-Martin and Ravindra V. Malipur, as its Managers (hereinafter referred to as "the petitioners")

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

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

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

3. That the Petitioners have the right and authority to make and file this petition for annexation.

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

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

6. That the Petitioners have attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Nirmala Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, we, the Petitioners hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, we, the undersigned Petitioners has hereunto subscribed our names as of the 2nd day of September, 2025.

PETITIONER:
Nirmala Investments, LLC

Signature: _____
Ana Isabel Guinea-Martin

Signature: _____
Ravindra V. Malipur

As its: Managers

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ana Isabel Guinea-Martin, 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 2nd day of September, 2025.

Lady Kassama (SEAL)
NOTARY PUBLIC

Expiration Date: October 13, 2027

LADY KASSAMA NOTARY PUBLIC ALABAMA STATE AT LARGE

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ravindra V. Malipur, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 2nd day of September, 2025.

Lady Kassama (SEAL)
NOTARY PUBLIC

Expiration Date: October 13, 2027

LADY KASSAMA NOTARY PUBLIC ALABAMA STATE AT LARGE

Exhibit “A”
(Legal Description of the Property)

All that part of Section 36, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Center of the West Boundary of said Section 36; thence from the Point of Commencement, North 30 Degrees 39 Minutes 24 Seconds East for a distance of 2949.52 feet to the Point of Beginning; Thence from the Point of Beginning, North 88 Degrees 34 Minutes 07 Seconds East for a distance of 30.33 feet to a point; thence North 88 Degrees 34 Minutes 04 Seconds East for a distance of 74.35 feet to a point; thence North 88 Degrees 34 Minutes 06 Seconds East for a distance of 23.65 feet to a point; thence North 09 Degrees 08 Minutes 53 Seconds West for a distance of 96.74 feet to a point; thence North 89 Degrees 18 Minutes 37 Seconds East for a distance of 159.21 feet to a point; thence North 89 Degrees 18 Minutes 34 Seconds East for a distance of 8.14 feet to a point; thence North 89 Degrees 18 Minutes 38 Seconds East for a distance of 313.71 feet to a point; thence North 89 Degrees 13 Minutes 53 Seconds East for a distance of 618.04 feet to a point; thence North 89 Degrees 13 Minutes 54 Seconds East for a distance of 31.73 feet to a point; thence North 89 Degrees 54 Minutes 10 Seconds East for a distance of 3.54 feet to a point; thence South 00 Degrees 09 Minutes 58 Seconds West for a distance of 13.35 feet to a point; thence South 04 Degrees 15 Minutes 14 Seconds West for a distance of 375.03 feet to a point; thence North 89 Degrees 01 Minutes 53 Seconds West for a distance of 675.06 feet to a point; thence South 90 Degrees 00 Minutes 00 Seconds West for a distance of 425.91 feet to a point; thence North 26 Degrees 49 Minutes 27 Seconds West for a distance of 52.19 feet to a point; thence North 23 Degrees 58 Minutes 56 Seconds West for a distance of 98.23 feet to a point; thence North 23 Degrees 30 Minutes 56 Seconds West for a distance of 6.07 feet to a point; thence North 23 Degrees 30 Minutes 54 Seconds West for a distance of 131.71 feet back to the Point of Beginning and containing 9.89 acres, more or less.

ALSO

All that part of Section 36, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Center of the West Boundary of said Section 36; thence from the Point of Commencement, North 37 Degrees 08 Minutes 21 Seconds East for a distance of 2745.71 feet to the Point of Beginning; thence from the Point of Beginning, North 89 Degrees 54 Minutes 00 Seconds East for a distance of 75.65 feet to a point; thence South 01 Degree 10 Minutes 41 Seconds West for a distance of 22.01 feet to a point; Thence South 89 Degrees 53 Minutes 59 Seconds West for a distance of 65.42 feet to a point; thence North 23 Degrees 58 Minutes 54 Seconds West for a distance of 24.06 feet back to the Point of Beginning and containing 0.04 acres, more or less.

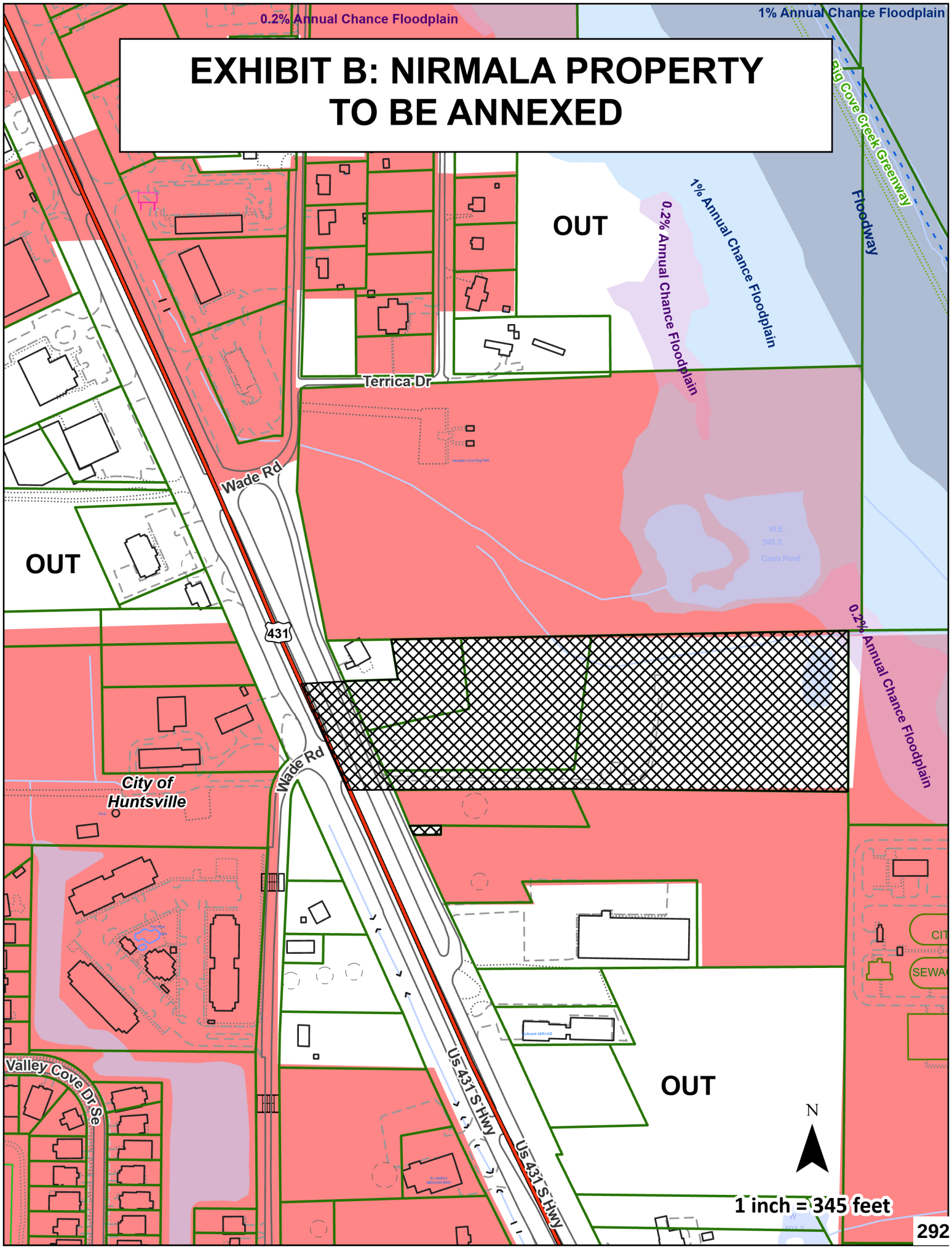


EXHIBIT B: NIRMALA PROPERTY
TO BE ANNEXED
0.2% Annual Chance Floodplain
1% Annual Chance Floodplain
Big Cove Creek Greenway
Floodway
OUT
1% Annual Chance Floodplain
0.2% Annual Chance Floodplain
Terrica Dr
Wade Rd
OUT
431
0.2% Annual Chance Floodplain
Wade Rd
City of
Huntsville
Valley Cove Dr Se
Us 431 S Hwy
Us 431 S Hwy
OUT
N
1 inch = 345 feet
292

ANNEXATION SUMMARY: NIRMALA

August 22, 2025

PETITIONER:	Nirmala Investments, LLC, by Ana Isabel Guinea-Martin and Ravindra V. Malipur, as its Managers
LOCATION:	On the east side of Hwy 431 S and south of Wade Rd
	Township 4 South, Range 1 East, Section 36
	US-431, Owens Cross Roads, AL 35763
ACREAGE:	9.93 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Nirmala

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

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

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

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

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

NOT A POINT-TO-POINT CONNECTION

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

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

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

NO KNOWN CONTAMINATION

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

COMMERCIAL LAND

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

NOT A REFERENDA

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

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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

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

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

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

* * * * * * * * * *

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

Petitioner _____ **Date** 8/21/25

Petitioner _____ **Date** 8/21/25

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-880

Department: Planning

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

Ordinance annexing 14.62 acres of land lying on the east of Greenbrier Road, and north of I-565. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-748

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

If yes, please list preferred date(s) of publication: October 1, 2025

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: $0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Greenbrier Pkwy NW, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6050

Department: Planning

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

Ordinance annexing 14.62 acres of land lying on the east of Greenbrier Road, and north of I-565. (Introduced on September 11, 2025, Regular Council Meeting).

Ordinance No. 25-748

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

If yes, please list preferred date(s) of publication: October 1, 2025

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: $0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: Greenbrier Pkwy NW, Madison, AL 35756
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 24-

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

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

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

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

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

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

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

> All that part of Sections 27 and 28, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 27; thence from the Point of Commencement, North 00 Degrees 39 Minutes 08 Seconds East a distance of 771.91 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 01 Degree 10 Minutes 12 Seconds East a distance of 128.76 feet to a point; thence South 88 Degrees 00 Minutes 00 Seconds East a distance of 740.00 feet to a point; thence South 00 Degrees 30 Minutes 01 Second East a distance of 125.00 feet to a point; thence North 88 Degrees 17 Minutes 50 Seconds West a distance of 743.60 feet back to the Point of Beginning and containing 2.16 acres, more or less.

ALSO
All that part of Section 27, 28 and 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 27; thence from the Point of Beginning, North 00 Degrees 21 Minutes 21 Seconds East a distance of 414.61 feet to a point; thence South 89 Degrees 23 Minutes 45 Seconds East a distance of 324.65 feet to a point; thence South 00 Degrees 30 Minutes 00 Seconds East a distance of 600.00 feet to a point; thence South 88 Degrees 00 Minutes 00 Second West a distance of 330.00 feet to a point; thence North 00 Degrees 45 Minutes 20 Seconds West a distance of 200.34 feet back to the Point of Beginning and containing 4.58 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 01 Degree 07 Minutes 29 Seconds West a distance of 865.35 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 56 Minutes 10 Seconds East a distance of 339.65 feet to a point; thence South 01 Degree 06 Minutes 36 Seconds West a distance of 753.88 feet to a point; thence South 89 Degrees 57 Minutes 17 Seconds West a distance of 16.55 feet to a point; thence North 00 Degrees 45 Minutes 08 Seconds East a distance of 144.97 feet to a point; thence North 88 Degrees 38 Minutes 36 Seconds West a distance of 322.39 feet to a point; thence North 01 Degree 07 Minutes 40 Seconds East a distance of 607.59 feet back to the Point of Beginning and containing 4.80 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 00 Degrees 57 Minutes 07 Seconds West a distance of 1627.41 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 45 Minutes 00 Seconds East a distance of 279.83 feet to a point; thence South 00 Degrees 56 Minutes 47 Seconds West a distance of 149.55 feet to a point; thence North 89 Degrees 18 Minutes 22 Seconds West a distance of 282.43 feet to a point; thence North 01 Degree 55 Minutes 36 Seconds East a distance of 152.30 feet back to the Point of Beginning and containing 0.97 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 33 Degrees 45 Minutes 03 Seconds East a distance of 4815.57 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 88 Degrees 38 Minutes 50 Seconds East a distance of 666.69 feet to a point; thence South 66 Degrees 29 Minutes 36 Seconds West a distance of 731.67 feet to a point; thence North 00

Degrees 55 Minutes 26 Seconds East a distance of 276.13 feet back to the Point of Beginning and containing 2.11 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 _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: **The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama**

FROM: **The City of Huntsville, Alabama, by Tommy Battle, as its Mayor (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 "Greenbrier 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 28th day of August, 2025.

PETITIONER:
City of Huntsville, Alabama

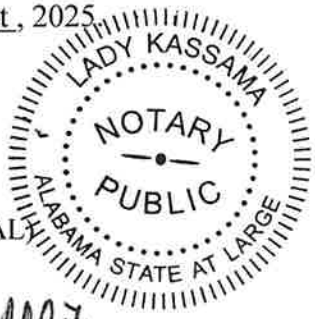
Signature: Tommy Battle
Tommy Battle

As its: Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 28th day of August, 2025.



Lady Kassama (SEAL)
NOTARY PUBLIC

Expiration Date: October 13, 2027

Exhibit “A”
(Legal Description of the Property)

All that part of Sections 27 and 28, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Southwest Corner of said Section 27; thence from the Point of Commencement, North 00 Degrees 39 Minutes 08 Seconds East a distance of 771.91 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 01 Degree 10 Minutes 12 Seconds East a distance of 128.76 feet to a point; thence South 88 Degrees 00 Minutes 00 Seconds East a distance of 740.00 feet to a point; thence South 00 Degrees 30 Minutes 01 Second East a distance of 125.00 feet to a point; thence North 88 Degrees 17 Minutes 50 Seconds West a distance of 743.60 feet back to the Point of Beginning and containing 2.16 acres, more or less.

ALSO
All that part of Section 27, 28 and 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 27; thence from the Point of Beginning, North 00 Degrees 21 Minutes 21 Seconds East a distance of 414.61 feet to a point; thence South 89 Degrees 23 Minutes 45 Seconds East a distance of 324.65 feet to a point; thence South 00 Degrees 30 Minutes 00 Seconds East a distance of 600.00 feet to a point; thence South 88 Degrees 00 Minutes 00 Second West a distance of 330.00 feet to a point; thence North 00 Degrees 45 Minutes 20 Seconds West a distance of 200.34 feet back to the Point of Beginning and containing 4.58 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 01 Degree 07 Minutes 29 Seconds West a distance of 865.35 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 56 Minutes 10 Seconds East a distance of 339.65 feet to a point; thence South 01 Degree 06 Minutes 36 Seconds West a distance of 753.88 feet to a point; thence South 89 Degrees 57 Minutes 17 Seconds West a distance of 16.55 feet to a point; thence North 00 Degrees 45 Minutes 08 Seconds East a distance of 144.97 feet to a point; thence North 88 Degrees 38 Minutes 36 Seconds West a distance of 322.39 feet to a point; thence North 01 Degree 07 Minutes 40 Seconds East a distance of

607.59 feet back to the Point of Beginning and containing 4.80 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 00 Degrees 57 Minutes 07 Seconds West a distance of 1627.41 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, South 88 Degrees 45 Minutes 00 Seconds East a distance of 279.83 feet to a point; thence South 00 Degrees 56 Minutes 47 Seconds West a distance of 149.55 feet to a point; thence North 89 Degrees 18 Minutes 22 Seconds West a distance of 282.43 feet to a point; thence North 01 Degree 55 Minutes 36 Seconds East a distance of 152.30 feet back to the Point of Beginning and containing 0.97 acres, more or less.

ALSO
All that part of Section 34, Township 04 South, Range 03 West of the Huntsville Meridian, Limestone County, Alabama more particularly described as commencing at a point located at the Northwest Corner of said Section 34; thence from the Point of Commencement, South 33 Degrees 45 Minutes 03 Seconds East a distance of 4815.57 feet to a point; said point is further described as being the Point of Beginning; thence from the Point of Beginning, North 88 Degrees 38 Minutes 50 Seconds East a distance of 666.69 feet to a point; thence South 66 Degrees 29 Minutes 36 Seconds West a distance of 731.67 feet to a point; thence North 00 Degrees 55 Minutes 26 Seconds East a distance of 276.13 feet back to the Point of Beginning and containing 2.11 acres, more or less.

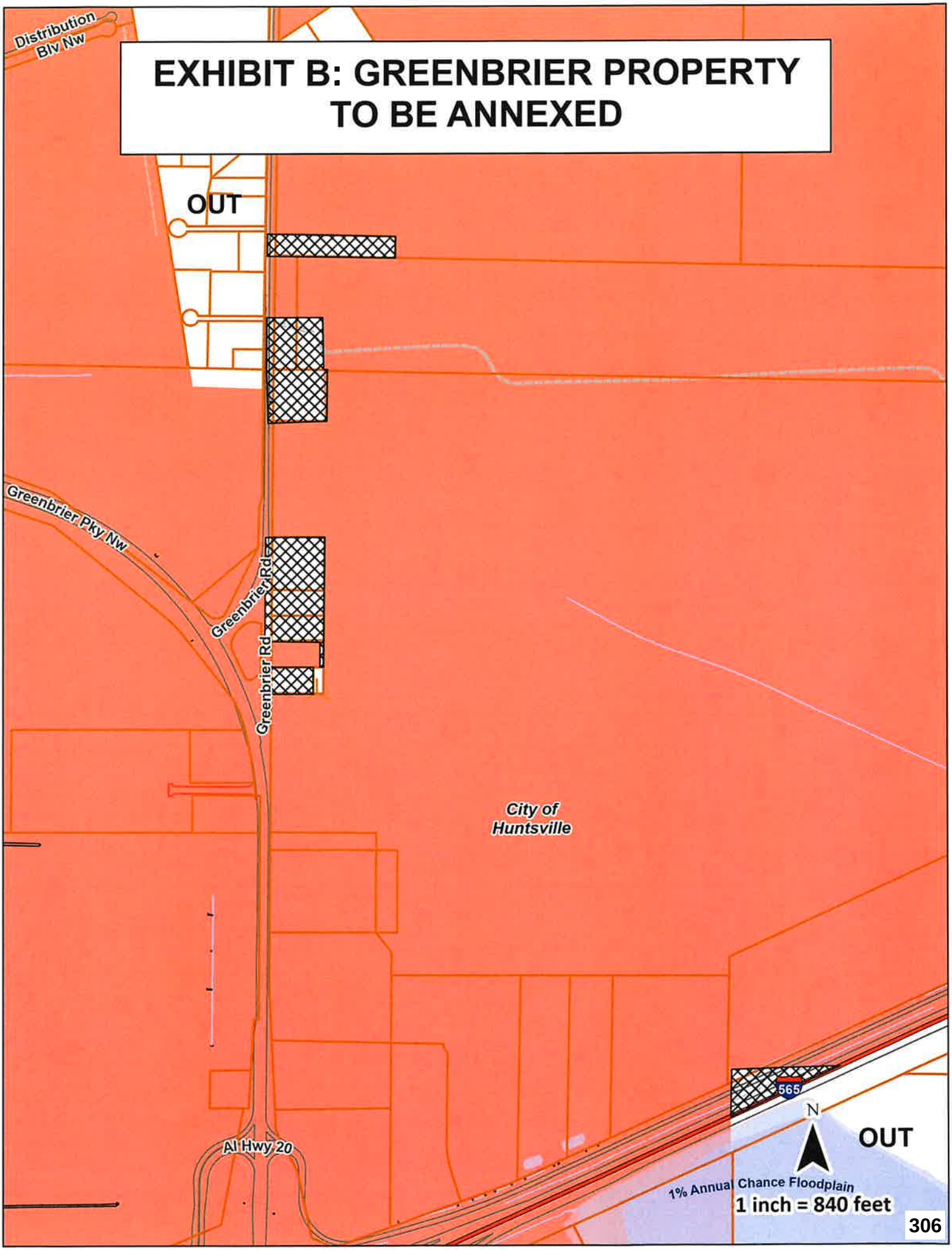


EXHIBIT B: GREENBRIER PROPERTY TO BE ANNEXED
OUT
Distribution Blv Nw
Greenbrier Pky Nw
Greenbrier Rd
Greenbrier Rd
City of Huntsville
565
Al Hwy 20
N
OUT
1% Annual Chance Floodplain
1 inch = 840 feet
306

ANNEXATION SUMMARY: GREENBRIER

August 26, 2025

PETITIONER:	The City of Huntsville, Alabama, by Tommy Battle, as its Mayor
LOCATION:	On the east of Greenbrier Rd and north of I-565
	Township 4 South, Range 3 West, Sections 27, 28 and 34
	Greenbrier Pkwy NW, Madison, AL 35756
ACREAGE:	12.82 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Greenbrier

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

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

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

NOT A TAX ISLAND

3. Annexations of land in subdivisions....

NOT PART OF A SUBDIVISION

4. Corridors are discouraged....

NOT A CORRIDOR

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

NOT A POINT-TO-POINT CONNECTION

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

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

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

NO KNOWN CONTAMINATION

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

INDUSTRIAL LAND

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

NOT A REFERENDA

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

CITY OWNED PROPERTY

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-881

Department: Planning

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

Ordinance to change the name of a portion of "Avocent Way" to "Old Monrovia Road NW". (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-750

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6052

Department: Planning

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

Ordinance to change the name of a portion of "Avocent Way" to "Old Monrovia Road NW". (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-750

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. 25-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the name of the existing street now known as "Avocent Way," within the City of Huntsville, and located south of Sanderson Street and west of Wynn Drive, be and the same is hereby redesignated, and hereafter shall be officially known as follows:

"Avocent Way" to be renamed "Old Monrovia Road NW."

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

ange
NW
Viet Huong
Metronome at Mid City
Sanderson St NW
Corporate Dr NW
NW Avocent Wy
US Social Security Administration
Legend
Apollo Park
Feature 1
Feature 2
Feature 3
Feature 4
Nature's Walk on t
NW Avocent Wy
Street Name Char
The Orion Amphitl
Viet Huong

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-882

Department: Planning

Subject: **Type of Action:** Introduction

Ordinance to change the name of a portion of "Dunlop Boulevard SW" to "Town Madison Boulevard". (Introduced on September 11, 2025, Regular Council Meeting)

Ordinance No. 25-749

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Dunlop Boulevard SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/11/2025 **File ID:** TMP-5942

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to change the name of a portion of "Dunlop Boulevard SW" to "Town Madison Boulevard."

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Dunlop Boulevard SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 25-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the name of the existing street now known as "Dunlop Boulevard SW," within the City of Huntsville, and located south of I-565 West and west of Zierdt Road, be and the same is hereby redesignated, and hereafter shall be officially known as follows:

"Dunlop Boulevard SW" to be renamed "Town Madison Boulevard."

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

STREET NAME CHANGE
Ludie Richard Dr
Fox Lake Dr
Spinnaker Ridge
Gray Run Dr Sw
Red Paw Dr Sw
Clipper Ln
Natures Way Sw
Dunlop Blv Sw
Spring Meadow Dr Sw
STREET NAME CHANGE FROM "DUNLOP BLVD" TO "TOWN MADISON BLVD".
Wolf Creek Trl Sw
Windflower Cir Sw
100 200 400 600 800
Feet
2024 Aerial Photography
GIS

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-638

Department: Administration

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

Resolution authorizing the Mayor to enter into a Platform Access and Services Agreement between the City of Huntsville and City Detect.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $337,500.00 Annually

Total Cost: $337,500.00 Annually

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

$337,500.00 annually for City Detect to work closely with the City of Huntsville to provide an in-depth analysis of housing conditions throughout the city.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025 **File ID:** TMP-5740

Department: Administration

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

Resolution authorizing the Mayor to enter into a Platform Access and Services Agreement between the City of Huntsville and City Detect.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $337,500.00 Annually

Total Cost: $337,500.00 Annually

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

$337,500.00 annually for City Detect to work closely with the City of Huntsville to provide an in-depth analysis of housing conditions throughout the city.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into a Platform Access and Services Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and City Detect Inc., which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Platform Access and Services Agreement between the City of Huntsville and City Detect Inc.," consisting of twenty-five (25) pages including exhibits, and the effective date of July 24, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to exercise the Platform Access and Services Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to assign said document and/or the authority to execute all such documents or instruments relevant and/or relating to effect and complete the transaction contemplated therein.

ADOPTED this the 24th day of July, 2025.

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

APPROVED this the 24th day of July, 2025.

_____
Mayor of the City of Huntsville, Alabama

CITY DETECT

Platform Access and Services Agreement
Property Condition Analysis Huntsville, AL
Period: 2025-2028
16 May 2025
Larry Lowe, Chief Innovation Officer
305 Fountain Circle SW
Huntsville, AL 65801

Platform Access and Services Agreement ("Agreement")

Executive Summary

City Detect uses cameras and artificial intelligence (AI) to objectively and proactively detect and inventory localities' housing degradation and code violations. City Detect takes pride in its mission of empowering leaders & transforming communities. In addition to our advanced hardware and software approach, we provide comprehensive training and support to our users. This initiative aligns with the City's commitment to urban management and sustainability, utilizing our state-of-the-art technology and expertise.

City Detect ("**Contractor**") is committed to working closely with the **City of Huntsville** ("**City**") to provide its administration and employees with an in-depth analysis of housing conditions throughout the city. Our goal is to empower the City with the tools and data necessary for informed decision-making, contributing to the overall well-being and vibrancy of Huntsville's communities.

Our proposal details a three-year service agreement, where City Detect will deploy **twenty-five total data collection units ("DCU") ($337,500 annually)** to systematically monitor and analyze various property concerns within Huntsville. Installs will begin with a preliminary rollout of **five DCUs** (Stage 1), following with install of the remaining **twenty DCUs** (Stage 2). Pricing details, which reflect both volume and multi-year discounts, can be found in the pricing section below. This service includes data collection, processing, analysis and storage.

City Detect Introduction

At City Detect, we believe in the power of technology to bring about social change. We value innovation, integrity, and impact. We strive to offer our clients various solutions that are not only technologically advanced but also practical and socially relevant.

Founded in 2021, City Detect is on a mission to revolutionize how local governments and nonprofits understand and interact with their communities. Our journey began with a passion for urban development, technical mastery, and a commitment to transform communities through positive social impact.

City Detect's approach is simple yet powerful. Leveraging cutting-edge artificial intelligence (AI) and computer vision technology, we provide detailed, near-real-time insights into the condition of the built environment. We mount cameras to fleet vehicles and use proprietary AI algorithms to analyze various issues throughout communities. The result? Detailed, actionable reports to inform decision-making and strategic planning.

President of the City Council of the
City of Huntsville, Alabama
Date: July 24, 2025

Problem Statement/ Needs Analysis

The City of Huntsville, like many urban areas, faces ongoing challenges in managing and maintaining the condition of its residential and public properties. These challenges include:

Staffing Shortages in Code Enforcement: Local government agencies across the US have been hit with staffing issues that hinder their ability to monitor, prioritize, and proactively address property violations and urban blight effectively. This often results in delayed responses, potential escalation of minor issues, and an increased burden on the team members, increasing the risks of burnout and workforce turnover.

Inefficient Data Collection and Analysis: Current methods of property condition monitoring are subject to human time constraints. This inefficiency hinders informed, data-driven decision-making in a dynamic and changing urban environment with rapidly changing conditions.

Challenges in Grant Application and Utilization: The lack of comprehensive and detailed condition mappings leads to resource-consuming applications, missed opportunities, and lengthy post-award reporting.

Lack of Data in Community Engagement: Community engagement is more difficult now than ever, requiring a more focused approach to community meetings. The lack of accessible data makes data-driven initiatives seem disconnected from the communities they aim to serve.

Proposed Solution & Benefits

City Detect's innovative approach, utilizing advanced cameras and AI technology, offers solutions to these challenges. By providing objective, data-driven insights into housing and urban conditions, City Detect can significantly enhance the City's capacity for effective and efficient urban management, leading to a more sustainable and well-maintained urban environment. City Detect proposes the following solution:

Automated Data Collection and Analysis: City Detect will deploy advanced cameras and AI technology to systematically capture and analyze data on urban conditions, including illegal dumping, litter, graffiti, and residential and commercial structural issues. This technology enables more efficient, accurate, and comprehensive housing and public space monitoring. City Detect's automated data collection and analysis processes drastically reduce the time and resources required while ensuring consistent and objective data on property conditions. These streamlined processes empower City officials to make objective, data-driven, strategic, and proactive decisions and investments.

Customizable Reporting and Analytics Dashboard: The City will have access to a user-friendly dashboard on City Detect's web platform, where they can view and interact with the data. This dashboard allows for customizable reporting, enabling City staff to focus on specific areas or issues as needed. No software installation is required.

Training and Ongoing Support for City Staff: City Detect commits to being a long-term partner, responsively adapting and improving our services to meet the City's evolving needs. We aim to ensure you always have the data (and know how to use it!) necessary to create a well-maintained, vibrant urban community. City Detect will provide comprehensive hands-on and on-demand training and support to City staff, ensuring they are well-equipped to utilize the data in their daily operations.

Enhanced Grant Application Support: With our technology's detailed, data-backed insights, the City can strengthen its grant applications and streamline reporting for community revitalization projects. City

Detect's solution offers the necessary baseline and progress data to support funding requests and reports for urban improvement initiatives.

Value Proposition

City Detect's promise is to not only address the immediate challenges faced by the City of Huntsville but also provide infrastructure for sustainable urban growth and community well-being. The solutions proposed here ensure Huntsville's employees are empowered to drive change, make investments, and adapt to emerging conditions. City Detect brings value to The City of Huntsville by improving efficiency in code enforcement, grant writing, and data-driven decision making. City Detect is a people-focused technology solution provider supporting communities with cost-effective, scalable, and adaptable solutions to meet Huntsville's evolving and dynamic needs.

Implementation Plan

This comprehensive implementation plan is tailored to ensure that the City of Huntsville can effectively utilize City Detect's technology for improved urban management over the course of the three-year agreement, fostering a sustainable and well-maintained urban environment. The plan is designed to ensure an efficient deployment, effective training, and seamless integration of our services into the City's operations.

Stage 1 - August Installation 2025 (*5 DCUs*)

Phase 1: Pre-Implementation and Plan Finalization (Month 1)

- Finalize administrative details.
- Conduct preliminary meetings with City officials to discuss specific requirements and expectations.
- Prepare for installation and deployment, including logistical planning and resource allocation.

Phase 2: System Installation and Setup (Month 2)

- Install five preliminary Data Collection Units on designated City vehicles.
- Configure and test the systems to ensure they are fully operational.
- Begin initial data collection as part of system testing and calibration.

Phase 3: Staff Training and System Familiarization (Month 2)

- Conduct comprehensive training sessions for City staff, focusing on system operation, data interpretation, and integration into existing workflows.
- Facilitate hands-on training and simulation exercises to ensure staff are comfortable and proficient with the technology.
- Special focus on integrating data into grant application strategies and existing workflows.

Phase 4.1: Full-Scale Data Collection and Processing (Month 3 - Ongoing)

- Commence full-scale data collection activities across the City.
- Regularly process and prepare data for analysis in line with the City's needs.

Phase 4.2: Analysis, Reporting, and Integration into City Operations (Month 2 - Ongoing)

- Deploy AI algorithms for in-depth parcel and environmental analysis.
- Generate regular reports and actionable insights for the City's review and decision-making processes.
- Assist in integrating these insights into the City's strategic planning and operational systems.

Phase 4.3: Continuous Feedback, Adjustments, and Support (Month 2 - Ongoing)

- Establish a feedback loop with City staff to monitor system performance and user experience.
- Make necessary adjustments and optimizations based on feedback and evolving needs.
- Provide ongoing technical support, system maintenance, and user assistance.

Stage 2 - November Installation 2025 (*20 DCUs*)

Phase 5: System Installation and Setup (Month 4)

- Install remaining twenty Data Collection Units on designated City vehicles.
- Configure and test the systems to ensure they are fully operational.
- Begin initial data collection as part of system testing and calibration.

Phase 5.1: Annual Review and Strategy Sessions (10th month of annual period)

- In Month 10 of Year 1, review whether Milestones have been achieved. If Milestones have not been achieved, City must notify Contractor of its intent to pursue the mechanisms outlined in the Term and Termination section of Terms of Use.
- Conduct annual performance reviews to assess the impact and efficiency of the system.
- Discuss potential expansions or adaptations of the solution to meet new challenges or opportunities.

Phase 6: Term Renewal (180 days prior to end of agreement term)

- Organizational collaboration and review terms and scope of partnership.
- During this term City has the option to renew this agreement for one additional year, this option must be exercised in writing, including email, at least 180 days prior to the end of year three.

Risk Management and Mitigation Strategies

We developed our comprehensive risk management plan to ensure the successful implementation and operation of City Detect's property condition analysis solution in Huntsville. This plan identifies potential risks and outlines strategies to mitigate them effectively.

Insurance Coverage and Compliance

- City Detect will carry all necessary insurance coverages for the project term. Contractor will name The City of Huntsville as an additional insured on these policies, ensuring adequate protection and compliance with City requirements. Detailed Insurance requirements for this Agreement are included in Attachment A.

Contractor will provide the City with a timely proof of coverage.

Data Security and Privacy Risks

- Implement robust cybersecurity measures to protect sensitive data.
- Adhere to all relevant data protection regulations and best practices.
- Regularly update and audit security protocols.

Technology Failure or Malfunction

- Employ redundant systems to minimize the impact of technical failures.
- Conduct regular maintenance and updates of all equipment and software.
- Provide swift technical support to address and resolve any technical issues promptly.

Staff Training and Adoption Challenges

- Offer comprehensive and ongoing training sessions for City staff.
- Provide user-friendly manuals and online resources for self-help and troubleshooting.
- Establish a helpdesk for immediate assistance and support.

Integration with Existing City Systems

- Work closely with City IT staff to ensure smooth integration with existing systems.
- Conduct thorough testing and trials to identify and address compatibility issues.
- Offer customized solutions to meet specific integration needs.

Delays in Project Timelines

- Implement proactive project management with regular progress reviews.
- Communicate transparently with City officials about any potential delays and mitigation strategies.

Changes in Municipal Priorities or Leadership

- Stay adaptable to shifting priorities and requirements.
- Maintain open lines of communication with City leaders and stakeholders.
- Regularly review and adjust the project scope in alignment with the City's evolving needs.

Support and Maintenance Plan

City Detect's support and maintenance plan ensures the ongoing effectiveness and continuity of the property condition analysis solution implemented in Huntsville. This plan covers technical support, system updates, and continuous collaboration with City staff.

Technical Support and Helpdesk

- Establish a dedicated helpdesk to assist with any technical issues or queries.
- Offer support through various channels, including phone, email, and online platforms, ensuring accessibility and convenience for City staff.

Maintenance Plan

- Maintain close collaboration with fleet services for Collection System.
- Provide clear maintenance instructions for city fleet services staff.
- Provide ongoing support materials for proper Collection System maintenance.

Training and Capacity Building

- Provide ongoing training sessions to onboard new staff or refresh existing staff's skills.
- Regularly update training materials and online resources to reflect system upgrades.

Data Management and Security

- Continuously monitor and update data security measures to safeguard sensitive information.
- Perform regular data backups to prevent loss and ensure data integrity.

Performance Monitoring and Reporting

- Regularly review system performance and generate reports to assess efficiency and impact.
- Use these insights to make data-driven decisions for system improvements and enhancements.

Collaboration and Feedback Loops

- Maintain close collaboration with City officials and staff to understand their evolving needs.
- Implement a feedback loop to gather user insights, ensuring the solution surpasses the City's requirements.

Order Form

This Order Form (the "**Order Form**") is entered into as of the Effective Date set forth below by and between City Detect Inc. and the Customer identified below, pursuant to the Platform Access and Services Agreement and the Terms of Use.

Service Agreement Duration: This Platform Access and Services Agreement (this "**Agreement**") is entered into and effective as the latest date signed by the parties (the "**Effective Date**") by and between (a) City Detect Inc., a Delaware corporation ("**City Detect**"), and (b) the City of Huntsville ("Customer").

This **Agreement** includes and incorporates the **Order Form** and **Terms of Use**, and references the following exhibits: **End User Terms of Use** (Exhibit A), and **Insurance Requirements** (Exhibit B).

Customer Name: The City of Huntsville Alabama

Customer Address: Larry Lowe, Chief Innovation Officer
305 Fountain Circle SW
Huntsville, AL 65801

Notice Name: _____

Notice Email: _____

Notice Address: _____

_____

Contract Term: Three years from Effective Date.

Product Description: City Detect software-as-a-service platform with **25 Data Collection Units** (DCUs).

Number of leased Data Collection units:

- **Stage 1**: 5 DCUs in August 2025
- **Stage 2**: 20 DCUs in November 2025

Renewal Option: City may renew for one additional year with written notice (including email) 90 days before term expiration at the annual rate of the last year in the pricing section.

Pricing

Automated Housing Condition Analysis ***(25 DCUs)***		**Price**
Includes Multi-Year, Volume, and Huntsville, AL discounts. Year One pricing is prorated based on staggered deployment.		
Task 1.0	**Year One Stage 1 Price (*5 DCUs*) Install August 2025** *Payment due within 30 days of invoice, which will be sent following Agreement execution. (2025)*	$95,000
Task 1.1	**Year One Stage 2 Price (*20 DCUs*) Install November 2025**	$242,500

	Payment due within 30 days of invoice, which will be sent following confirmation of approval to move forward. (2025)	
Year 1 TOTAL (ending in 2026)		**$337,500**
Task 2.0	**Year Two Price (end 2027)**	$337,500
	Prorated credit for Year One Stage 2	($40,300)
Year 2 TOTAL (ending in 2027) *Payment Due July 2026 due withing 30 days of invoice, which will be sent following annual anniversary of Agreement execution. (2026)*		**$297,200**
Task 3.0	**Year Three Price (end 2028)**	$337,500
Year 3 TOTAL (ending in 2028) *Payment due within 30 days of invoice, which will be sent following annual anniversary of Agreement execution. (2027)*		**$337,500**
CONTRACT TOTAL		**$972,200**

The City Detect team is incredibly excited to work with The City of Huntsville and as such we have provided a heavy discount to express our love for the state of Alabama and The City. Given Huntsville's interest in using AI and its standing as the star of Alabama we are confident this collaboration will be a huge win for both of us.

Please indicate your acceptance of the scope of work and fee by signing and returning a copy by email. A facsimile or digital signature is sufficient to indicate your acceptance of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 60 days.

Sincerely,
Gavin Baum-Blake
Co-Founder and CEO
(517) 285 -8147 | gavin@citydetect.com

City Detect Inc.	**The City of Huntsville**
Organization Name	**Organization Name (Customer)**
Signature	**Signature**
Gavin Baum-Blake	Tommy Battle
Printed Name	**Printed Name**

	Mayor of the City of Huntsville, AL
Title/ Authorizing Agent	**Title/ Authorizing Agent**
	July 24, 2025
Date	**Date**

TERMS OF USE

These Terms of Use (these "**Terms of Use**") govern Customer's rights to access and use the City Detect software-as-a-service platform (along with all related updates, upgrades, Analytical Data, AI Output (as defined below), Raw Data, Documentation (each as defined below), any hardware devices identified in the applicable Order Form (each a "**Device**"), related services, and new service offerings provided by City Detect to Customer under the Agreement (collectively, the "**Product**") on a subscription basis. By executing the Platform Access and Services Agreement (the "Agreement"), Customer is and shall be bound by the Agreement and these Terms of Use. These Terms of Use are effective as of the Effective Date set forth in the Agreement. Customer acknowledges and agrees that the Product is protected by copyright laws and international copyright treaties, as well as other Intellectual Property Rights laws and treaties. As used in these Terms of Use, "Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, and any and all other intellectual or proprietary rights recognized in any jurisdiction. Capitalized terms used in these Terms of Use, but not otherwise defined herein, shall have the meaning ascribed thereto as set forth in the Agreement.

1.0 PRODUCT ACCESS

1.1 Provision of the Product. Subject to and conditioned on Customer's payment of applicable fees and compliance with the Agreement and these Terms of Use, City Detect agrees to provide Customer with access to the Product on a subscription basis for a set term as set forth on the applicable Order Form (the "**Contract Term**").

1.2 Accounts. In order to access and use certain features of the Product, Customer must register for an account (an "**Account**"). Use of and access to the Product, in whole or in part, is permitted to those persons designated by Customer pursuant to these Terms of Use ("**End Users**"). If Customer is given passwords to access the Product, Customer shall require that all End Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer is responsible for maintaining the confidentiality of its Account login information and is fully responsible for the acts and omissions of any person who accesses the Customer's Account (even if Customer did not authorize such use).

1.3 Account Access. Customer may permit its agents, independent contractors and consultants who are not competitors of City Detect (collectively, "**Contractors**") to serve as End Users, *provided*, that (a) Customer remains responsible for all acts and omissions of each such Contractor, (b) any such use of the Product by such Contractor is for the sole benefit of Customer, and (c) such Contractor or executes City Detect's End User Terms of Use.

1.4 General Restrictions. Except as set forth herein, Customer shall not: (a) rent, lease, copy, download, provide access to or sublicense the Product (including but not limited to software, Devices, Analytical Data, Reports, or Raw Data, each as defined herein) to a third party or use the Product to provide a service to a third-party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Product, (c) modify the Product, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Product (including on any reports or data printed from the Product), (e) incorporate the Product into any other offering (whether software as a service or otherwise), (f) use the Product, Analytical Data, Raw Data, or a Report (as defined below) to build an application or product that is competitive with any City Detect product or service or to train any artificial intelligence or machine learning models, or (g) publicly disseminate information or analysis regarding the performance of the Product.

1.5 Legal Advice. Customer agrees not to construe any content or materials listed on the Product as legal advice. The Product and content made available through the Product are intended to be used by the Customer for informational purposes. City Detect shall have no liability for any legal or other decisions made based upon Customer's or an End User's use of the Product.

1.6 Export. The Product may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from City Detect, or any products utilizing such data, in violation of the United States export laws or regulations.

1.7 Security and Privacy. City Detect will use commercially reasonable efforts to (a) implement and maintain appropriate administrative, technical and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data (as defined below) and personal data collected, used, disclosed and processed (as applicable) by City Detect, in accordance City Detect's Privacy Policy, as applicable, which is available at https://app.citydetect.com/privacy-policy, as it shall be updated from time to time; (b) comply with applicable laws, rules, regulations, and industry standards by which it is bound in connection with this Agreement; and (c) maintain the systems and processes described in City Detect's most recent SOC 2 audit. In the event of a breach in security involving unauthorized acquisition of Customer Data ("**Security Breach**"), City Detect shall take commercially reasonable efforts to notify the Customer within 48 hours of discovery of such Security Breach and promptly provide a written report. This report shall include, to the extent known: (1) nature and scope of the Security Breach; (2) categories of Customer Data affected; (3) actions taken to mitigate damage; and (4) corrective measures to prevent recurrence. To the extent required of City Detect by applicable law, City Detect shall bear all notification and remediation costs in the event of a Security Breach, including credit monitoring for affected individuals. City Detect shall (i) conduct a thorough investigation of any Security Breach, (ii) provide findings of such investigation to Customer, and (iii) provide all reasonable cooperation to Customer in connection with the Security Breach. If City Detect receives a request related to Customer Data, City Detect will, to the extent legally permissible, take commercially reasonable efforts to notify Customer of such request within 48 hours.

1.8 Hosting Services. City Detect will provide the hosting services for the Product (the "**Hosting Services**") through third-party hosting facilities (such as Amazon Web Services or similar) and may update the content, functionality and user interface of such Hosting Services from time to time in its sole discretion. City Detect further agrees that the Hosting Services shall store Customer Data, and all processing of Customer Data by artificial intelligence systems shall take place, only in the United States, unless Customer agrees otherwise in writing.

1.9 Hosting Service Access. In order to use the Product, Customer must have or obtain access to the internet. Customer agrees that City Detect is not providing Customer with access to the internet in order to use the Product and that Customer is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. City Detect does not and cannot control the flow of data to or from City Detect's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). City Detect agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, City Detect cannot guarantee that such events will not occur. Accordingly, City Detect disclaims any and all liability resulting from or related to such events.

1.10 Lease of Devices. The parties intend that the lease of any Devices under the Agreement shall constitute a true lease under applicable law. City Detect has title to the Devices at all times. Customer acquires no ownership, title, property right, equity, or interest in the Devices other than its leasehold interest solely as lessee subject to these Terms of Use.

1.11 Installation; Risk of Loss. City Detect will arrange for shipment and installation of the Devices, either by City Detect or by third-party service providers. City Detect is not liable for any delays in shipments, deliveries, or installations. After receipt and installation by City Detect, Customer shall bear all risk of theft, taking, confiscation, or requisition, partial or complete, of or to such Devices. Customer shall notify City Detect in writing within 30 days of any such loss.

2. DATA OWNERSHIP

2.1 Use of Customer Data. Customer represents and warrants to City Detect that Customer has sufficient rights in the Customer Data to authorize City Detect to process, distribute, and display the Customer Data as contemplated by these Terms of Use and the functionality of the Product, and that the Customer Data does not infringe the rights of

any third party. Customer is solely responsible for the accuracy, content and legality of all Customer Data and Raw Data captured by End Users through Devices, as well as for ensuring that each End User complies with these Terms of Use. In connection with Customer's use of the Product, certain features may permit Customer to interact or share Customer Data with third-party websites or services. If Customer chooses to transmit Customer Data or provide any other information to such third parties, Customer agrees to be bound by any applicable third-party terms of use, and City Detect accepts no responsibility or liability for any such third-party services. "**Customer Data**" means any information or other data of any type which is provided by Customer or its End Users to City Detect in connection with the Product, including but not limited to preferences, case status, notes, and summaries; provided, however, that Customer Data does not include Analytical Data or Raw Data (each as defined below) or any other information reflecting the access or use of the Product by or on behalf of the Customer or any End User.

2.2 License to Customer Data and Creation of Analytical Data. Customer hereby grants to City Detect a non-exclusive, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to use, display, modify, copy, translate, transcribe, reproduce, distribute, create derivative works, and process Customer Data solely for the purposes of providing the Product to Customer. Notwithstanding the foregoing, Customer further grants to City Detect a limited, non-exclusive, fully paid-up, royalty-free, non-transferable and non-sublicensable (except as expressly provided for herein), worldwide right and license to create Analytical Data (as defined below) derived from Customer Data; provided that, except as otherwise set forth herein or disclosures or sublicenses to service providers as necessary to create and process such Analytical Data, City Detect shall not disclose any Analytical Data that can specifically identify Customer or its End Users. "**Analytical Data**" means output that is generated through the Product using artificial intelligence ("**AI Output**") and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output. City Detect shall not use Customer Data for any purpose outside the scope of the Agreement or as otherwise permitted by the Privacy Policy, including but not limited to use for advertising, data mining, or unrelated commercial purposes; provided, however, the foregoing does not restrict City Detect's rights in and to Analytical Data and Raw Data (as defined below) provided for in this Agreement.

2.3 Transition Period. Subject to the terms of this Agreement, including but not limited to the restrictions set forth in Sections 1.4 and 4, City Detect grants Customer a limited right to download standard reports generated by the Product (each, a "**Report**") and any Customer Data during the Contract Term and, except if terminated by City Detect pursuant to Section 6.2, for a period of up to 90 days' following termination of the Agreement, for use in connection with Customer's business and operations. Notwithstanding the foregoing, Customer shall not disclose any Report, including any derivatives thereof, to any third-party data company or any City Detect competitor. For the avoidance of doubt and except as set forth in this Section 2.3, (a) Customer is not permitted to export or otherwise disclose any other data from the Product, including but not limited to Analytical Data or Raw Data, in any manner and (b) any custom reporting required by Customer shall be set forth on an Order Form and subject to the terms and fees contained therein. Upon City Detect's request, Customer shall cause any service providers to whom it has disclosed a Report to irretrievably delete and fully destroy such Report and any derivatives thereof.

3. OWNERSHIP

3.1 Ownership. Except for the limited license granted herein or as otherwise set forth in the Agreement, as between the parties hereto, Customer shall retain all right, title and interest in and to Customer Data. One feature of the Product is that it collects Raw Data. Customer acknowledges and agrees that (a) the Product collects Raw Data, (b) Customer is obtaining only a limited right to access and use the Product, and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed, assigned, or transferred to Customer under the Agreement or these Terms of Use or otherwise, and (c) City Detect, its licensors, or its suppliers retain all right, title, and interest (including all Intellectual Property Rights) in and to (1) the Product, (2) all audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product ("**Raw Data**"), (3) all user documentation for the Product provided by City Detect to Customer under these Terms of Use that describes the requirements, integration, operation, support, or maintenance of the Product ("**Documentation**"), (4) any Implementation Services (as defined below) deliverables, (5) Feedback, and (6) Analytical Data (including AI Output). In the event any intellectual property rights in and to any of the foregoing, including but not limited to rights in and to any Analytical Data or Raw Data, do not vest in City Detect upon creation and subject to the restrictions on

disclosure in Section 2.2 above, Customer hereby unconditionally and irrevocably assigns to City Detect all right, title, and interest in and to all any intellectual property rights described by this Section 3.1.

3.2 Definitions:

- **Customer Data:** Any information or other data of any type provided by the Customer or its End Users to City Detect in connection with the Product, including preferences, case status, notes, and summaries. However, Customer Data does not include Analytical Data or Raw Data or any other information reflecting the access or use of the Product.
- **Raw Data:** All audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product.
- **Analytical Data:** Output that is generated through the Product using artificial intelligence ("AI Output") and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output.
- **Reports:** Standard reports generated by the Product.

4. ACCEPTABLE USE POLICY

4.1 Customer hereby agrees to the following terms that constitute City Detect's "**Acceptable Use Policy**":

(a) Customer agrees not to use the Product to collect, upload, transmit, display, or distribute any Customer Data, Feedback, or Raw Data (i) that violates any third-party rights, including any privacy right, right of publicity, or any Intellectual Property Rights; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; or (iii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, Customer agrees not to: (i) upload, transmit, or distribute to or through the Product any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Product unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Product to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Product, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Product (or to other computer systems or networks connected to or used together with the Product), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Product; (vii) represent that AI Output is human-generated when it is not; or (viii) use software or automated agents or scripts to produce multiple accounts on the Product, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Product..

(c) Customer further acknowledges and agrees that (i) Customer will not include any unnecessary or deceptive Customer Data in connection with its use of the Product (including in an attempt to steer the Product to generate inaccurate results); (ii) due to the nature of artificial intelligence and machine learning, use of the Product may in some situations result in incorrect or inaccurate AI Output, including but not limited to Reports (as defined below) and Analytical Data; (iii) Customer must verify the accuracy and appropriateness of any AI Output before relying on any such AI Output; (iv) relying upon any AI Output without first verifying accuracy with a qualified human could cause harm, including but not limited to legal, financial, and physical harm; and (v) Customer has no rights to any information, including AI Output, that is generated from the Product by or for other City Detect users, regardless of any level of similarity to AI Output provided to Customer. City Detect cannot control, and has no duty to take any action, regarding how Customer may interpret, rely on, or use any AI Output or what actions Customer may take as a result of having been exposed to AI Output, and Customer hereby releases City Detect from all liability for Customer having acquired or not acquired AI Output through the Product.

(d) City Detect reserves the right to take appropriate action against the Customer in City Detect's sole discretion if the Customer violates this Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for City Detect or any other person. Such action may include terminating Customer's Account and/or reporting Customer to law enforcement authorities.

5. FEES & PAYMENT

5.1 This Agreement shall be incrementally funded as funds become appropriated and authorized by the City Council of Huntsville, Alabama. Initially, the first Year One Stage 1, as defined in the Order Form and Implementation Plan included as part of this Agreement, shall be funded in the amount of $95,000. All other stages are subject to the availability of funds. All fees owing by Customer to City Detect are set forth in the applicable Order Form(s) then in force and are due within 30 days. Except to the extent Customer is a governmental entity, fees are subject to periodic increases after the initial Contract Term and become effective beginning on the first day of each applicable renewal term; *provided*, that City Detect will notify Customer in writing of any such increase prior to its effectiveness. If Customer objects to the increase, then Customer may terminate the Agreement effective on expiration of the then current Contract Term. Customer acknowledges that the expiration of any discount or incentive programs to which Customer was previously entitled shall not constitute a fee increase or otherwise require notice thereof. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. TERM AND TERMINATION

6.1 Term. The Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Contract Term, subject to any option or renewal periods as set forth in the applicable Order Form(s) as then in force.

6.2 Termination for Cause. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of these Terms of Use (including a failure to pay fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter).

6.3 Termination for Convenience. Customer may terminate the Agreement for convenience at any time by providing the other party with 60 days written notice. Customer may also terminate the Agreement due to lack of availability of budgeted funds.

6.4 Effect of Termination. Upon the effective date of any termination of the Agreement, Customer shall immediately cease any and all use of and access to the Product and delete (or, at City Detect's request, return) any and all copies of the Documentation, any City Detect passwords or access codes and any other City Detect Confidential Information in its possession. Customer acknowledges that following termination: (a) Customer and its End Users must immediately cease all use of the Product, even if Company's access is not immediately severed; (b) Customer must instruct all End Users to cease using the Product, and it shall be responsible for any and all use following the termination; (c) City Detect shall terminate Company and End User access to the Product and any Customer Data input into the Product; (d) leased Devices shall be uninstalled and returned to City Detect by City Detect or its designee (i) at City Detect's expense, if terminated by Customer pursuant to Section 6.2 or by City Detect pursuant to Section 6.3, or (ii) at Customer's sole expense, if terminated by City Detect pursuant to Section 6.2 or if terminated by Customer pursuant to section 6.3, and if terminated by City Detect pursuant to Section 6.2, City Detect may take possession of, or render unusable, the Product and any Device wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Customer for any damages occasioned by such action. Additionally, in the event of termination pursuant to either Section 6.2 or 6.3,, City Detect shall refund to Customer a pro-rated portion of the fees previously paid pursuant to Section 5.1 by Customer for the then current year in accordance with the Order Form. The pro-rated portion for refund purposes shall be calculated and paid based on the number of the months remaining in the then current agreement year after the effective termination date multiplied by $1/12^{th}$ of the annual price previously paid by Customer for that agreement year, less reasonable costs associated

with the early termination of services prior to Contract Term, including applicable wind-down expenses or other termination-related charges.

6.5 Survival. The following Sections of these Terms of Use shall survive any expiration or termination of the Agreement: 1.4 (General Restrictions), 1.5 (Legal Advice) 1.6 (Export), 2.2 (License to Customer Data and Creation of Analytical Data), 3 (Ownership), 5 (Fees and Payment), 6 (Term and Termination), 7.5 (Warranty Disclaimer), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information), and 12 (General Terms).

7. LIMITED WARRANTIES

7.1 Limited Warranties. City Detect warrants, for Customer's benefit only, that during the Contract Term, the Product and Devices will operate in substantial conformity with the Documentation as provided by City Detect (the "**Product Warranty**"). City Detect's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of this Product Warranty shall be, in City Detect's sole discretion and at no charge to Customer, (a) in the case of software included in the Product, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects or avoids the reported non-conformity so that the Product meets the Product Warranty, or (b) in the case of Devices, to repair or replace the defective device. If City Detect determines in its sole discretion that the foregoing remedies to bring the Product into conformity with the Product Warranty are impracticable, impossible, or not commercially reasonable, then City Detect may terminate the Agreement and these Terms of Use upon written notice of such termination from City Detect to Customer.

7.2 Warranty Limitations. The limited warranty set forth in Section 7.1 shall not apply: (a) unless Customer makes a claim in writing to City Detect notifying it of a breach of the Product Warranty within 30 days of the date on which the condition giving rise to the breach of the Product Warranty claim first arose, (b) if the Customer is in breach of the Agreement, these Terms of Use, or is using the Product not in compliance with the Documentation, (c) if the error or event that caused the breach of the Product Warranty was caused by misuse, misapplication, negligence, unauthorized use or modifications, any third-party hardware or software, equipment, products, services, or processes, (d) if the error or event that caused the breach of the Product Warranty was caused by a lack or loss of network or internet connectivity, (e) to any Product provided to Customer on a no-charge, evaluation, or beta test basis, (f) if, in the case of a Device, (i) Customer or an End User made any further use of such Device after Customer provided the claim in subsection (a) above, (ii) the defect arose because Customer or an End User failed to adhere to the Documentation as to the storage, installation, use, or maintenance of the Device, (iii) Customer alters or repairs such Device without City Detect's prior written consent, or (g) the damage, malfunction, or defect of a Device is caused by a vehicular accident or impact, misuse, neglect, improper installation by Customer, repairs by unauthorized third parties, or any other circumstance beyond ordinary wear, tear, or exposure to the elements.

7.3 Availability. City Detect shall use commercially reasonable efforts to ensure that Customer may access and use the Product, except in the in the event that: (a) City Detect's provision of the Product to Customer or any End User is prohibited by applicable law; (b) any third-party services required for Product are interrupted; (c) if the Product is being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on the Product or any other City Detect intellectual property by a third party; or (e) scheduled or emergency maintenance (each of (a) through (e), a "**Service Interruption**"). In the event of a Service Interruption, City Detect will use commercially reasonable efforts to provide notification and updates to Customer, and to resume providing access to the Product as soon as reasonably possible after the event giving rise to the Service Interruption is cured. City Detect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any End User may incur as a result of a Service Interruption. If the Service Interruption is not caused by the Customer's direct actions or by actions of parties associated with the Customer, the duration of the Service Interruption will extend the time of the Term by the length of the Service Interruption for free (for any Service Interruption lasting at least twenty-four (24) consecutive hours). E.g. Customer will receive a credit for 3 additional days at the end of the Term if they suffered a Service Interruption lasting 3 consecutive days.

7.4 Replacement. If there is a malfunction or failure of any Devices or City Detect's software (each, a "**Defect**"), Customer must notify City Detect either through the web application or by emailing Customer's City Detect project manager. Upon receiving notice of a Defect, City Detect will use commercially reasonable efforts to repair or replace the defective Device or software at no extra cost to the Customer. City Detect categorizes issues as follows: **Level 1 Issues** are issues that Customer can resolve in under 15 minutes with City Detect's remote guidance and without

replacing any Device or software; and **Level 2 Issues** are issues take longer than 15 minutes to resolve, and City Detect will either repair or replace the defective Device or software. The Company will inspect or test the Defect within 10 business days of receiving notice from the Customer. If a repair or replacement is necessary, it will be completed within 15 business days of receiving notice. The Company reserves the sole discretion to determine whether to repair or replace the defective Device or software.

7.5 Warranty Disclaimer. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, THE PRODUCT, AI OUTPUT, HOSTED SERVICES, AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, NEITHER CITY DETECT NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CITY DETECT DOES NOT WARRANT THAT THE PRODUCT OR AI OUTPUT WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AND FURTHER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, OR COMPLETENESS OF ANY INFORMATION, INCLUDING BUT NOT LIMITED TO ANY AI OUTPUT. IN NO EVENT SHALL CITY DETECT OR ANY OF ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR ANY OTHER ERRORS OR PROBLEMS INHERENT IN THE INTERNET OR ANY OTHER ELECTRONIC COMMUNICATIONS OR SYSTEMS. NONE OF CITY DETECT, ITS AFFILIATES, LICENSORS, OR SUPPLIERS IS A LAW FIRM AND DO NOT PROVIDE ANY LEGAL ADVICE FOR OR IN CONNECTION WITH THE PRODUCT OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE, AND NO LEGAL ADVICE IS BEING PROVIDED FOR OR THROUGH CUSTOMER'S ACCESS TO OR USE OF THE PRODUCT OR ANY PROFESSIONAL SERVICES OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE.

8. ADDITIONAL SERVICES

8.1 Implementation Services. Any services provided by City Detect to Customer for the installation and implementation of City Detect Software and Devices ("**Implementation Services**") will be set forth in an Order Form or a separate statement of work issued by City Detect, to be signed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Customer shall provide such information as City Detect shall reasonably request in order to carry out the Implementation Services in a timely manner and ensure that such information is complete and accurate in all material respects. Customer shall (a) cooperate with City Detect in all matters relating to the Implementation Services and (b) appoint an employee to serve as the primary contact with respect to the Agreement who will have the authority to act on behalf of Customer with respect to the Implementation Services.

8.2 Support. City Detect shall provide chat, phone, or email support (at City Detect's sole discretion) to Customer from 9AM to 7PM Central Time, Monday through to Friday, business days. City Detect shall use commercially reasonable efforts to respond to support requests within one business day and shall address (internally and externally) such support requests in a commercially reasonable manner. Support shall include, without limitation, troubleshooting system functionality, providing guidance on usage and workflow, and identifying and escalating issues which City Detect prioritizes, in its sole and absolute discretion, based on severity, scope and impact. City Detect may offer personalized training, implementation, and adoption programs at an additional cost. City Detect shall have no obligation to provide any custom code development, API scripting, or contractual engineering services for Customer.

9. LIMITATION OF REMEDIES AND DAMAGES

9.1 EXCEPT FOR BREACHES OF SECTION 11 (CONFIDENTIAL INFORMATION) AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, IN NO EVENT SHALL CITY DETECT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY FREE TRIAL, EVALUATION, OR BETA TEST OF THE PRODUCT, CITY DETECT'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES IN RELATION THERETO WILL IN NO EVENT EXCEED $250 USD, REGARDLESS OF ANY THEORY OF LIABILITY, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THESE TERMS OF USE TO THE CONTRARY.

10. INDEMNIFICATION

10.1 City Detect Indemnification. Subject to Section 10.3, City Detect shall defend and indemnify Customer from and against any third party claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with such third party allegations that Customer's use of the Product in accordance with the Agreement, these Terms of Use, and the Documentation infringes or misappropriates any Intellectual Property Rights of such third party (other than any such allegations arising from or in connection with any information or images that may be observable from publicly-accessible pavements, roads, parking lots, or similar areas). If Customer's access to or use of the Product is, or in City Detect's opinion is likely to be, subject to a claim of infringement, or if required by settlement, City Detect may, in its sole discretion: (i) substitute similar products or services to the Product subject to such claim of infringement; (ii) modify the Product subject to such claim so as to avoid such claim of infringement; (iii) procure for Customer the right to continue using the Product; or (iv) if options (i), (ii), and (iii) above are commercially unreasonable or impracticable as determined by City Detect in its sole discretion, then City Detect may terminate the Agreement and these Terms of Use upon written notice thereof to the Customer and thereafter refund to Customer the fees paid by Customer to City Detect for the portion of the Contract Term which was paid by Customer but not rendered by City Detect. The foregoing defend and indemnification obligations of City Detect shall not apply if any such claim of infringement arises from or is in connection with: (1) any modification of the Product other than by City Detect; (2) any combination of the Product with any other software, hardware, equipment, products, services, or processes; (3) any use of the Product in a manner other than as expressly permitted in the Agreement, these Terms of Use, and the Documentation; or (4) any Customer Data or any third-party data, software, hardware, equipment, products, services, or processes contained within or included with the Product. This Section 10.1 sets forth City Detect's sole and exclusive liability and Customer's sole and exclusive remedy with respect to any claim of Intellectual Property Rights infringement or misappropriation by or in connection with the Product.

10.2 Customer Indemnification. Subject to Section 10.3, and only to the extent authorized by Alabama law and limited to the liability limitations applicable to municipal corporations in Alabama law, Customer shall defend, indemnify, and hold harmless City Detect and its licensors, suppliers, officers, directors, employees, and agents, from and against any and all third party claims, causes of action, costs, damages, losses, liabilities, and expenses arising out of or in connection with: (a) any action taken (or not taken) by Customer, an End User, or first responders (including fire, paramedic, police, or similar personnel or agencies) based upon access to or use of the Product or its output, including but not limited to AI Output; (b) any Customer Data; (c) any service or product offered, provided, accessed, or used by Customer in connection with or related to the Product; (d) any violation by Customer of Customer's representations and warranties in these Terms of Use; (e) any action taken (or not taken) by an End User; and (f) any breach by Customer or any End User of the Agreement, these Terms of Use, or the Documentation.

10.3 Procedure. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith (provided that failure to provide such notice shall only relieve provide such notice shall only relieve the indemnifying party of its indemnity obligations if it is materially prejudiced by such failure), and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's

written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

11. CONFIDENTIAL INFORMATION

11.1 Each party hereto acknowledges and agrees that all Software, code, inventions, know-how, business, technical and financial information it obtains or receives ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") under or in connection with the Agreement or these Terms of Use constitutes the confidential information of the Disclosing Party ("**Confidential Information**"), *provided*, that it is labeled or marked as confidential, or identified, declared, or designated as confidential at the time of disclosure, or should be reasonably known or understood by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding its disclosure. Except for the rights granted to Customer herein and to the extent containing Customer Data, the Product, Analytical Data, Raw Data and AI Output are deemed to be the Confidential Information of City Detect without any requirement of any labeling, marking, identification, declaration, or designation as confidential. Customer Data shall be deemed to be the Confidential Information of Customer without any requirement of any labeling, marking, identification, declaration, or designation as confidential, subject to the terms of Section 2 above. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. The Receiving Party's nondisclosure obligations in this Section 11 shall not apply to information to the extent which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information from the Disclosing Party; (b) is or has become public knowledge through no fault of the Receiving Party or its breach of this Section 11; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation or this Section 11; or (d) is independently developed by employees of the Receiving Party who had no access or reference to Confidential Information of the Disclosing Party. If the Receiving Party is required to disclose any Confidential Information of the Disclosing Party pursuant to [the Alabama Open Records Act or pursuant] to an order of a court or governmental entity of competent jurisdiction, then the Receiving Party shall give advance written notice of such order or request to the Disclosing Party (to the extent not prohibited by such order) and afford the Disclosing Party an opportunity to secure, at the Disclosing Party's expense, a limiting, restrictive, or other remedy regarding such required disclosure. If the Disclosing Party is unable to secure such a limiting, restrictive, or other remedy regarding such Confidential Information of the Disclosing Party, then the Receiving Party shall disclose only that portion of such Confidential Information of the Disclosing Party that the Receiving Party is required to disclose pursuant to such order. The Receiving Party acknowledges and agrees that any disclosure of any Confidential Information of the Disclosing Party in breach of this Section 11 may cause substantial harm to the Disclosing Party for which damages alone may not be a sufficient remedy for the Disclosing Party, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable (including injunctive) relief in addition to any other remedies it may be entitled to seek under the Agreement, these Terms of Use, at law, or in equity.

12. GENERAL TERMS

12.1 General Representations and Warranties. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

12.2 Assignment. The Agreement and these Terms of Use will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement or these Terms of Use unless upon the advance written consent of the other party, and such consent shall not be unreasonably withheld.

12.3 Severability. If any provision of these Terms of Use shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that such provision and these Terms of Use shall otherwise remain in effect.

12.4 Governing Law; Jurisdiction and Venue. The Agreement and these Terms of Use shall be governed by the laws of the state in which the Customer is headquartered and the applicable laws of the United States, without regard to any conflicts or choice of laws, rules, or provisions thereof. The exclusive jurisdiction and venue for any legal actions or proceedings between the parties hereto under or in connection with the Agreement or these Terms of Use shall be the state and federal courts located in the county and state where the Customer is headquartered, and both parties hereto hereby submit to the personal jurisdiction of such courts and hereby waive and agree not to raise any objection that such courts represent an inconvenient forum.

12.5 Notice. Any notice or communication required or permitted under these Terms of Use shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this Section 12.6 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, the day such email is sent or, if sent after 5:00 PM Central Time, the first business day after such notice is sent.

(a) If to City Detect: Gavin Baum-Blake, 2627 10th Ave Ste 131 Tuscaloosa, AL 35401; Email Address: gavin@citydetect.com
(b) If to Customer: [Larry Lowe, 305 Fountain Circle SW, Huntsville, AL 35801; Email Address: larry.lowe@huntsvilleal.gov] [as annotated in the Order Form]

12.6 Amendments; Waivers. Except as otherwise set forth in applicable Order Forms, no supplement, modification, or amendment of the Agreement or these Terms of Use shall be binding, unless executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms of Use, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede these Terms of Use, and any such document relating to these Terms of Use shall be for administrative purposes only and shall have no legal effect.

12.7 Third Party Beneficiaries. Except as expressly set forth in these Terms of Use, no provisions of these Terms of Use are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

12.8 Feedback. If Customer or its End Users provide City Detect with any feedback, questions, or suggestions regarding the Product ("**Feedback**"), Customer and its End Users hereby assign to City Detect all rights in such Feedback and agrees that City Detect shall own and have the right to use and fully exploit such Feedback and related information in any manner City Detect deems appropriate. Any Feedback provided by Customer or any End User will be non-confidential and non-proprietary to Customer or any End User.

12.9 Publicity; References. Upon prior written notice to Customer and coordination with the Customer's Director of Communications, City Detect may issue a press release announcing the relationship between City Detect and Customer.

12.10 Messaging. From time to time, Customer or its End Users may provide contact information to City Detect to facilitate the functions of the Product. Customer acknowledges and consents, on behalf of each End User, to City Detect's use of text and other messaging and communications to End Users for the purposes disclosed to Customer and/or its End User, as applicable, at the time of collection.

12.11 Entire Agreement. These Terms of Use, along with the Agreement and related appendices and addendums, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of these Terms of Use. Customer acknowledges that the Product is an on-line, subscription-based product, and that in order to provide improved customer experience City Detect may make changes to the Product. All exhibits and addendums related to these Terms of Use are a part of these Terms of Use.

12.12 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement or these Terms of Use (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as an act of God, a strike, blockade, war, act of terrorism, riot, pandemics, quarantines, natural disaster, failure or diminishment of power or telecommunications or data networks or services, data service failures, or refusal of a license by a government agency.

12.13 Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.14 Compliance with Laws. City Detect in providing its services and its products shall comply with all federal, state, and local laws.

12.15 Insurance Requirements for City Detect. Insurance requirement for City Detect relative to this Agreement are set forth in Exhibit B attached hereto.

CITY DETECT

EXHIBIT A
End User Terms Of Use

[Available and clickable via City Detect's web platform by its End Users]

By clicking the "Accept" button you represent that you are duly authorized to access and use this City Detect Product as an authorized user of a customer of City Detect. Additionally, if you are a contractor or other authorized party that is not an employee of a customer of City Detect, you accept the End User Terms of Use located at https://app.citydetect.com/end-user-agreement and agree that you are legally bound by them. If you do not agree to these statements or to the End User Terms of Use (if applicable), do not click the "Accept" button in which case you will have no license to, and must not access or use, this City Detect Product.

End User Terms of Use

These End User Terms of Use ("**User Terms**") govern your use of and access to the software as a service platform (along with all related updates, upgrades, Content (as defined below), Documentation (as defined below), Technology (as defined below), any hardware device(s), and associated web applications (along with all related Content, updates, upgrades, documentation, related services, devices, and new service offerings being referred to collectively as the "**Product**") of City Detect Inc. ("**City Detect**"), including all user documentation for the Product provided by City Detect to the End User under these User Terms that describes the requirements, integration, operation, support, or maintenance of the Product (the "**Documentation**"), all audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices ("**Content**"), and insights or analysis of Content by artificial intelligence models and methodologies, including "human in the loop" review ("**Technology**") provided to or accessed by you ("**you**" or "**your**") for use pursuant to and subject to a Platform Access and Services Agreement (the "**Agreement**") and its associated terms of use (the "**Terms of Use**") between City Detect and the entity with which you are contracted to provide services ("**Customer**").

1. Product Access. Subject to your compliance with these User Terms and Customer's compliance with the Agreement and the Terms of Use, City Detect hereby grants you access to the Product and access to the Content and Technology solely in accordance with the Documentation, as accessed via the equipment provided by Customer and for Customer's internal business purposes. The foregoing access will terminate immediately on the earlier to occur of:

   (a) the expiration or earlier termination of the Agreement between City Detect and Customer; or

   (b) your ceasing to be authorized by Customer to use the Product for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

   (a) use the Product, including Content, Technology, or Documentation except as set forth in Section 1;

   (b) copy the Product, including Content, Technology, or Documentation, in whole or in part;

   (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Product, including Content and Technology, or any part thereof;

   (d) combine the Product, including Content or any other part thereof, with, or incorporate the Product or any part thereof in, any other programs;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Product or any part thereof;

(f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Product, including Content, Technology, or Documentation, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Product, including Content and Technology, or any features or functionality of the Product, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Customer, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the Product, including Content, Technology, or Documentation in, or in association with aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;

(i) use the Product, including Content, Technology, or Documentation in violation of any law, regulation, or rule; or

(j) use the Product, including Content, Technology, or Documentation for purposes of competitive analysis of the Product, the development of a competing software product or service, or any other purpose that is to City Detect's commercial disadvantage.

3. Collection and Use of Information.

(a) City Detect and its affiliates or service providers may, directly or indirectly, collect and store personally identifiable information about you in order to deliver the Product and perform its obligations under the Agreement. Information collected by City Detect and its affiliates or service providers includes name, contact information, location, and other information for the proper function of the Product. This information is subject to City Detect's privacy policy located at https://app.citydetect.com/privacy-policy.

(b) City Detect may, directly or indirectly, collect publicly accessible information, which may include imagery from the public right of way, geographic locations, municipal government plans and focus areas, aggregated statistics, or other publicly accessible information.

(c) City Detect may, directly or indirectly through the services of others, collect and store information regarding use of the Product and about equipment on which the Product is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the Product.

(d) You agree that City Detect may use the information identified in Sections 3(a) or 3(b) for any purpose related to any use of the Product, including but not limited to: (i) improving the performance of the Product, including the accuracy and interpretation of Content, or developing updates; (ii) verifying compliance with the terms of this Agreement and enforcing City Detect's rights, including all intellectual property rights in and to the Product; and (iii) sharing and selling Technology insights, reports, or analysis to third parties.

4. End User Accounts. In order to access and use certain features of the Product, you must register for an account (an "**End User Account**"). You must keep user ID and password information strictly

confidential and not share such information with any unauthorized person. You are responsible for maintaining the confidentiality of your End User Account login information and are fully responsible for activities that occur under your End User Account.

5. Intellectual Property Rights. You acknowledge that the Product, including the Content and Technology, is provided under license, and not sold, to you. You do not acquire any ownership interest in the Product, Content, or Technology under this Agreement, or any other rights to the Product, including Content and Technology, other than to use the Product in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. City Detect and its licensors, affiliates, and service providers, reserve and shall retain their entire right, title, and interest in and to the Product, including Content and Technology, and all intellectual property rights arising out of or relating to the Product, including Content, subject to the license expressly granted to the Customer in this Agreement. You shall safeguard the Product, including Content and Technology, from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability. **In no event will City Detect or its affiliates, or any of its or their respective licensors or service providers, be liable to you for any use, interruption, delay, or inability to use the Product. You are provided the Product pursuant to an agreement between City Detect and Customer, solely for the benefit of Customer and at Customer's discretion. You acknowledge that you have no rights under that Agreement including any rights to enforce any of its terms. Any obligation or liability City Detect or its affiliates, or any of its or their licensors or service providers, may have with respect to your use or inability to use the Product shall be solely to Customer pursuant to that Agreement and subject to all limitations of liability set forth therein.**

7. Export Regulation. The Product may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Product to, or make the Product or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Product available outside the US.

8. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the **State of [**Alabama] without giving effect to any choice or conflict of law provision or rule (whether of the **State of [Alabama]** or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the **State of Alabama].**

EXHIBIT B
CITY OF HUNTSVILLE, ALABAMA
INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS

City Detect shall carry insurance of the following kinds and amounts. City Detect shall procure and maintain for the duration of the Agreementor as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement byCity Detect, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

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

2. 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.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an 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. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

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

CITY OF HUNTSVILLE, ALABAMA
INSURANCE REQUIREMENTS

B. LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Automobile Liability:

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

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

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

5. Cyber Liability/Network

$1,000,000 General Aggregate

6.. Professional Liability

$1,000,000 Per Occurrence

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.

1. General Liability and Automobile Liability Coverages Only:

a. City Detect'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 City Detect's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. City Detect 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, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and City Detect shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for City Detect shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

City Detect, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, 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 there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-883

Department: Administration

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

Resolution approving the City of Huntsville 1990 Capital Improvement Plan for Fiscal Years 2026-2035.

Resolution No.

Finance Information:

Account Number: Various accounts numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5924

Department: Administration

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

Resolution approving the City of Huntsville 1990 Capital Improvement Plan for Fiscal Years 2026-2035.

Resolution No.

Finance Information:

Account Number: Various accounts numbers.

City Cost Amount: $ Various amounts.

Total Cost: $ Various amounts.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the CITY OF HUNTSVILLE 1990 CAPITAL IMPROVEMENT PLAN, 2026 - 2035 attached hereto as Exhibit "A" and made a part hereof by reference, is hereby adopted and approved, and an executed copy of said document shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City of
Huntsville, Alabama

City of Huntsville
1990 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Balance (remaining from prior year)	**Source**	**$ 2,910,190**	**$ 1,344,285**	**$ 1,865,205**	**$ 378,264**	**$ 25,581**	**$ 577,114**	**$ 1,650,112**	**$ 4,213,058**	**$ 6,974,428**	**$ 11,407,321**
Revenue											
Earmarked portion of Sales Tax		37,010,000	37,750,200	38,505,204	39,660,360	40,850,171	42,075,676	43,337,946	44,638,085	45,977,227	47,356,544
Earmarked portion of Use Tax		7,650,000	7,879,500	8,115,885	8,359,362	8,610,142	8,868,447	9,134,500	9,408,535	9,690,791	9,981,515
Alabama Trust Fund Distribution	3320	1,987,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Resurfacing Transfers from Gas Tax Fund	3300	3,320,900	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Resurfacing Transfers from 2014 Capital Fund	3080	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
General Fund Transfer	1000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000
Embassy Suites Garage Lease		224,595	224,595	224,595	224,595	224,595	-	-	-	-	-
JDS Annual Lease		700,000	700,000	700,000	737,500	750,000	787,500	800,000	800,000	850,000	850,000
JDS Facility Fee Collections		200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Annual Recurring Revenue - Total		**52,177,495**	**52,839,295**	**53,830,684**	**55,266,817**	**57,719,908**	**59,016,623**	**60,557,446**	**62,131,620**	**63,803,018**	**65,473,059**
Planned Debt Issue		-	50,000,000	-	8,000,000	-	-	-	-	-	-
Total Revenue		**52,177,495**	**102,839,295**	**53,830,684**	**63,266,817**	**57,719,908**	**59,016,623**	**60,557,446**	**62,131,620**	**63,803,018**	**65,473,059**
Expenditures											
Projects		**42,455,900**	**91,035,000**	**40,535,000**	**48,835,000**	**42,385,000**	**43,160,000**	**43,210,000**	**44,585,000**	**44,585,000**	**44,835,000**
Debt Service (pre-existing debt)		**11,287,500**	**11,283,375**	**11,282,625**	**11,284,500**	**11,283,375**	**11,283,625**	**11,284,500**	**11,285,250**	**11,285,125**	**11,283,375**
Debt Service (estimated future debt)				**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**
Total Expenditures		**53,743,400**	**102,318,375**	**55,317,625**	**63,619,500**	**57,168,375**	**57,943,625**	**57,994,500**	**59,370,250**	**59,370,125**	**59,618,375**
Ending Balance		**1,344,285**	**1,865,205**	**378,264**	**25,581**	**577,114**	**1,650,112**	**4,213,058**	**6,974,428**	**11,407,321**	**17,262,005**

City of Huntsville
1990 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PROJECT DETAILS											
TOTAL INFRASTRUCTURE, PROJECTS & MAINTENANCE		**$ 26,020,900**	**$ 25,700,000**	**$ 25,700,000**	**$ 26,000,000**	**$ 27,400,000**	**$ 27,675,000**	**$ 27,675,000**	**$ 28,050,000**	**$ 28,050,000**	**$ 28,300,000**
CASH FUNDED EXPENDITURES		**26,020,900**	**25,700,000**	**25,700,000**	**26,000,000**	**27,400,000**	**27,675,000**	**27,675,000**	**28,050,000**	**28,050,000**	**28,300,000**
STREET RESURFACING	Sales Tax	14,500,000	14,500,000	14,500,000	14,750,000	14,750,000	15,000,000	15,000,000	15,250,000	15,250,000	15,500,000
STREET RESURFACING	Gas Tax	3,320,900	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
STREET RESURFACING (COLLECTORS)	2014 CIP	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
ADA IMPROVEMENTS (PROWAG)	Sales Tax	1,500,000	1,500,000	1,500,000	1,500,000	1,700,000	1,700,000	1,700,000	1,800,000	1,800,000	1,800,000
STREET MAINTENANCE	Sales Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
TRAFFIC ANNUAL IMPROVEMENTS	Sales Tax	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
INTELLIGENT TRANSPORTATION SYS	Sales Tax	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
BRIDGE ANNUAL PROGRAM	Sales Tax	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
DRAINAGE ANNUAL IMPROVEMENTS	Sales Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
DRAINAGE MAINTENANCE	Sales Tax	600,000	600,000	600,000	650,000	650,000	675,000	675,000	700,000	700,000	700,000
DRAINAGE PRIORITIZED PROJECTS	Sales Tax	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
SIDEWALK CONSTRUCTION	Sales Tax	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
SIDEWALK MAINTENANCE	Sales Tax	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
TOTAL MUNICIPAL FACILITIES PROJECTS & MAINTENANCE		**2,150,000**	**30,550,000**	**1,550,000**	**9,550,000**	**1,700,000**	**1,700,000**	**1,750,000**	**1,750,000**	**1,750,000**	**1,750,000**
CASH FUNDED EXPENDITURES		**2,150,000**	**1,550,000**	**1,550,000**	**1,550,000**	**1,700,000**	**1,700,000**	**1,750,000**	**1,750,000**	**1,750,000**	**1,750,000**
FACILITIES MAINTENANCE	Sales Tax	700,000	700,000	700,000	700,000	800,000	800,000	800,000	800,000	800,000	800,000
ADA ACCESSIBILITY IMPROVEMENTS	Sales Tax	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
ROOF REPLACEMENT	Sales Tax	200,000	200,000	200,000	200,000	250,000	250,000	300,000	300,000	300,000	300,000
VETERANS MEMORIAL PARK MAINT	Sales Tax	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
COUNCIL IMPROVEMENT PROGRAMS	Sales Tax	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
GARAGE M RENOVATIONS	Sales Tax	400,000									
STATION 12 RAMP REPAIR	Sales Tax	200,000									
DEBT FUNDED EXPENDITURES		**-**	**29,000,000**	**-**	**8,000,000**	**-**	**-**	**-**	**-**	**-**	**-**
MJPSC MECHANICAL SYSTEM RENOV	Debt		13,000,000								
FIRE STATION-CONSTRUCTION	Debt		8,000,000		8,000,000						
HPD PRECINCT CONSTRUCTION	Debt		8,000,000								

City of Huntsville
1990 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
TOTAL FLEET & DURABLE EQUIPMENT PROGRAMS		**12,600,000**	**12,600,000**	**12,600,000**	**12,600,000**	**12,600,000**	**13,100,000**	**13,100,000**	**14,100,000**	**14,100,000**	**14,100,000**
CASH FUNDED EXPENDITURES		**12,600,000**	**12,600,000**	**12,600,000**	**12,600,000**	**12,600,000**	**13,100,000**	**13,100,000**	**14,100,000**	**14,100,000**	**14,100,000**
FLEET PURCHASES	Sales Tax	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	13,000,000	13,000,000	14,000,000	14,000,000	14,000,000
ITS COMMUNICATION SYS BUILD	Sales Tax	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
EMERGENCY WARNING SIRENS	Sales Tax	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
TOTAL PUBLIC PARKS & RECREATIONAL PROJECTS & MAINTENANCE		**$ 1,685,000**	**$ 22,185,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**	**$ 685,000**
CASH FUNDED EXPENDITURES		**1,685,000**	**1,185,000**	**685,000**	**685,000**	**685,000**	**685,000**	**685,000**	**685,000**	**685,000**	**685,000**
PARKS & REC MAINTENANCE	Sales Tax	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
JDS CAPITAL MAINTENANCE	Lease	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
HAYS PRESERVE MAINTENANCE	GF Transfer	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
GOLDSMITH-SCHIFFMAN PRESERVE MAINTENANCE	GF Transfer	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
SHOWERS CENTER RENOVATION DESIGN	Sales Tax	400,000	500,000								
LAKEWOOD REC CENTER ROOF REPLACEMENT	Sales Tax	100,000									
DEPOT PARK IMPROVEMENTS	Sales Tax	500,000									
DEBT FUNDED EXPENDITURES		**-**	**21,000,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
SHOWERS CENTER RENO CONSTRUCTION	Debt		12,000,000								
GOLDSMITH-SCHIFFMAN STADIUM RENOVATION	Debt		9,000,000								

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-884

Department: Administration

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

Resolution approving the City of Huntsville 2014 Capital Improvement Plan for Fiscal Years 2026-2035.

Resolution No.

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ See attachment.

Total Cost: $ See attachment.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5925

Department: Administration

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

Resolution approving the City of Huntsville 2014 Capital Improvement Plan for Fiscal Years 2026-2035.

Resolution No.

Finance Information:

Account Number: Various account numbers.

City Cost Amount: $ See attachment.

Total Cost: $ See attachment.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the CITY OF HUNTSVILLE 2014 CAPITAL IMPROVEMENT PLAN, 2026 - 2035 attached hereto as Exhibit "A" and made a part hereof by reference, is hereby adopted and approved, and an executed copy of said document shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

Mayor of the City
of Huntsville,
Alabama

City of Huntsville
2014 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

	Funding Code	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Summary											
Revenue											
Annual-recurring revenue											
2014 1% Sales Tax/Use Tax											
Earmarked portion of Sales Tax	Annual	$ 53,550,000	$ 53,818,000	$ 54,356,000	$ 54,900,000	$ 55,449,000	$ 56,003,000	$ 56,563,000	$ 57,129,000	$ 57,700,000	$ 58,277,000
Earmarked portion of Use Tax	Annual	12,140,000	12,201,000	12,323,000	12,446,000	12,570,000	12,696,000	12,823,000	12,951,000	13,081,000	13,212,000
Annual - recurring revenue total		65,690,000	66,019,000	66,679,000	67,346,000	68,019,000	68,699,000	69,386,000	70,080,000	70,781,000	71,489,000
Planned debt issues	Debt	-	-	-	-	-	-	-	-	-	-
Total Revenue		**65,690,000**	**66,019,000**	**66,679,000**	**67,346,000**	**68,019,000**	**68,699,000**	**69,386,000**	**70,080,000**	**70,781,000**	**71,489,000**
Expenditures											
Projects		77,250,000	59,000,000	56,250,000	53,000,000	47,000,000	51,000,000	79,000,000	64,000,000	62,000,000	63,500,000
Annual Debt Service	Annual	9,513,908	9,512,698	9,508,982	9,507,448	9,511,358	9,509,829	9,519,190	9,516,058	9,514,693	9,507,127
Proposed Debt Service	Annual										
Total Debt Service	Annual	9,513,908	9,512,698	9,508,982	9,507,448	9,511,358	9,509,829	9,519,190	9,516,058	9,514,693	9,507,127
Total Expenditures		**86,763,908**	**68,512,698**	**65,758,982**	**62,507,448**	**56,511,358**	**60,509,829**	**88,519,190**	**73,516,058**	**71,514,693**	**73,007,127**
Net Change		(21,073,908)	(2,493,698)	920,018	4,838,552	11,507,642	8,189,171	(19,133,190)	(3,436,058)	(733,693)	(1,518,127)
Beginning Balance		23,578,917	2,505,009	11,311	931,329	5,769,881	17,277,523	25,466,694	6,333,504	2,897,446	2,163,753
Ending Balance		**2,505,009**	**11,311**	**931,329**	**5,769,881**	**17,277,523**	**25,466,694**	**6,333,504**	**2,897,446**	**2,163,753**	**645,627**

City of Huntsville
2014 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

	Funding Code	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PROJECT DETAILS (projects may appear in duplicate due to different funding sources)											
TOTAL ROAD FUNDING		$ 29,250,000	$ 30,500,000	$ 35,750,000	$ 33,000,000	$ 27,000,000	$ 29,000,000	$ 59,000,000	$ 49,000,000	$ 49,000,000	$ 49,000,000
STREET CONSTRUCTION		**24,500,000**	**21,500,000**	**31,750,000**	**29,000,000**	**23,000,000**	**25,000,000**	**55,000,000**	**45,000,000**	**45,000,000**	**45,000,000**
RESTORE OUR ROADS II	Annual					20,000,000	25,000,000	25,000,000	35,000,000	35,000,000	20,000,000
CAPSHAW ROAD PH II	Annual				3,000,000			30,000,000			
COORIDIR V (I-565 EXTENSION)	Annual									10,000,000	
COUNTY LINE ROAD REALIGNMENT	Annual		3,000,000								
EASTERN BYPASS	Annual				10,000,000						
EAST ARSENAL CONNECTOR	Annual			5,000,000	10,000,000						
FOUR MILE POST IMPROVEMENTS	Annual	500,000									
HOLMES AVE IMPROVEMENTS	Annual	3,000,000									
NORTHERN BYPASS (US231 TO WINCHESTER)	Annual		2,000,000								
NORTHERN BYPASS (WINCHESTER TO US72)	Annual			1,250,000		3,000,000			10,000,000		25,000,000
OLD BIG COVE ROAD	Annual			15,000,000							
OLD MONROVIA IMPROVEMENTS	Annual	2,000,000									
PEOPLES RD IMPROVEMENTS	Annual	1,000,000	3,500,000								
RESOLUTE WAY - PHASE I	Annual	5,000,000	8,000,000								
RESOLUTE WAY - PHASE II	Annual			6,000,000	6,000,000						
SWANCOTT ROAD - PH I	Annual	7,000,000									
SWANCOTT ROAD - PH II	Annual		5,000,000								
TERRY DRAKE ROAD	Annual			4,500,000							
WINCHESTER ROAD - ALDOT	Annual	6,000,000									
OTHER STREET PROJECTS		**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**	**3,500,000**
STP 20% MATCH	Annual	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
REPAIR & RECONST 2-LN	Annual	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
COLLECTOR STREETS-RECONST/RESURFACE	Annual	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
TRAFFIC IMPROVEMENTS		**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**
INTERSECTION IMPROVEMENTS	Annual	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
BRIDGES		**750,000**	**5,000,000**	-	-	-	-	-	-	-	-
HOBBS ISLAND ROAD REPLACEMENT	Annual		5,000,000								
SPARKMAN BRIDGE REPLACEMENT (MATCH FUNDS)	Annual	500,000									
WYNN DRIVE BRIDGE MODIFICATIONS	Annual	250,000									
DRAINAGE		**5,000,000**	-	-	-	-	-	-	-	-	-
HUNTSVILLE SPRING BRANCH	Annual	5,000,000									

City of Huntsville
2014 Ten-Year Capital Improvement Plan For
the Fiscal Years beginning October 1, 2025
Exhibit A

	Funding Code	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
MULTI-MODAL/TRANSIT SERVICES		**13,500,000**	**9,000,000**	**3,500,000**	**3,000,000**	**3,000,000**	**5,000,000**	**3,000,000**	**3,000,000**	**3,000,000**	**4,000,000**
GREENWAYS	Annual	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
PUBLIC LAND PRESERVATION	Annual	1,000,000	1,000,000	500,000							
NORTH BELTLINE	Annual	1,000,000	3,000,000	1,000,000	1,000,000	1,000,000	3,000,000	1,000,000	1,000,000	1,000,000	2,000,000
DOWNTOWN PARKING	Annual	2,500,000	3,000,000								
BUILD PROJECT (PARC)	Annual	7,000,000									
ECONOMIC DEVELOPMENT		**7,500,000**	**6,000,000**	**5,500,000**	**5,500,000**	**5,500,000**	**5,500,000**	**5,500,000**	**5,500,000**	**5,500,000**	**6,000,000**
ECONOMIC DEVELOPMENT PROJECTS	Annual	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	6,000,000
REDEVELOPMENT CORRIDORS	Annual	2,000,000									
OPPORTUNITY SITES INVESTMENT	Annual		500,000								
REDEVELOPMENT EFFORTS		**22,000,000**	**13,500,000**	**11,500,000**	**11,500,000**	**11,500,000**	**11,500,000**	**11,500,000**	**6,500,000**	**4,500,000**	**4,500,000**
DITTO LANDING MASTER PLAN	Annual	2,000,000									
RESEARCH PARK M.P. IMPROVEMENTS	Annual	3,000,000	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
CRP EAST URBAN RENEWAL	Annual		1,000,000								
DOWNTOWN REDEVELOPMENT CORRIDOR	Annual	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
CHOICE NEIGHBORHOOD INITIATIVE (CNI)	Annual	8,000,000	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	2,000,000		
HUNTSVILLE NORTH PARKWAY REDEVELOPMENT	Annual	5,000,000									
PUBLIC ART INITIATIVE	Annual	1,000,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Grand Total All Projects		**77,250,000**	**59,000,000**	**56,250,000**	**53,000,000**	**47,000,000**	**51,000,000**	**79,000,000**	**64,000,000**	**62,000,000**	**63,500,000**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-885

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5997

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25 - _____

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

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

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-886

Department: Finance

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

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

Ordinance No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
$40,000.00 - Increase the Planning Department operating appropriation to support music development funded by a transfer from the 2014 Capital Improvement Fund.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5931

Department: Finance

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

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

Ordinance No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
$40,000.00 - Increase the Planning Department operating appropriation to support music development funded by a transfer from the 2014 Capital Improvement Fund.

ORDINANCE NO. 25 – _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 24-700, adopted and approved on September 26, 2024, is hereby amended as follows:

In the GENERAL FUND:

Increase the Planning Department operating appropriation in the amount of $40,000.00 to support music development funded by a transfer from the 2014 Capital Improvement Fund.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-887

Department: Finance

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

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ Varies based on Contract pricing structures.

Total Cost: $ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

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

Update of Bid:

All-Sharpe, Inc. - Vehicle Striping, Lettering & Decal (Fleet Services)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5999

Department: Finance

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

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ Varies based on Contract pricing structures.

Total Cost: $ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

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

Update of Bid:

All-Sharpe, Inc. - Vehicle Striping, Lettering & Decal (Fleet Services)

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
All-Sharpe, Inc.	Vehicle Striping, Lettering & Decal	One Year W/Extensions

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 09/05/2025
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 78-2025-15 **COMMODITY/SERVICE:** Vehicle Striping, Lettering & Decal I

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND All-Sharpe, Inc.

RECOMMENDATION: Please award the above bid to All-Sharpe, Inc as they are the lowest, responsive bidder

DESCRIPTION	PRICE	UOM	COMMENT
I. STRIPING/DECALS ON NEW VEHICLES			
A. Police Vehicle	$350.00	Each	
B. Police Vehicle (Rear Only)	$80.00	Each	
C. Fire Vehicle (Labor Only)	$300.00	Each	
D. Security Vehicle	$350.00	Each	
E. Animal Services Unit	$300.00	Each	
F. Front Tag Only (Any Vehicle)	$25.00	Each	

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.

John Lang Digitally signed by John Lang Date: 2025.09.05 12:32:20 -05'00'
Department Head Date

Tamara M Yancy Digitally signed by Tamara M Yancy Date: 2025.09.05 14:48:29 -05'00' 9.5.2025
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** 09/05/2025
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 78-2025-15 **COMMODITY/SERVICE:** Vehicle Striping, Lettering & Decal I

DESCRIPTION	PRICE	UOM	COMMENT
II. REMOVE & REPLACE FADED DECALS			
A. Police, Fire, Animal Services Door Shields (Per Decal)	$50.00	Each	
III. PERMANENT REMOVAL OF			
ALL VEHICLE INDENTIFICATION			
A. Police Vehicle	$300.00	Each	
B. Fire Vehicle	$300.00	Each	
C. Security Vehicle	$300.00	Each	
D. Animal Services Unit	$300.00	Each	
IV. INSTALL OR PERMANENT REMOVAL			
OF VEHICLE IDENTIFICATION			
A. Round City of Huntsville Decal Only (Per Decal)	$20.00	Each	
B. City of Huntsville Dept Name Sticker Only (Per Decal)	$20.00	Each	
C. City of Huntsville Equip Number Sticker Only (Per Deca	$20.00	Each	
V. CUSTOM STRIPING, LETTERING & DECAL			
A. Hourly Labor Rate for Custom Work	$150.00	Per Hour	

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.

The City retains the right to acquire goods and/or services from vendors not under this contract when it deems such action to be in its best interest, particularly in situations where time constraints and logistics related to vehicle delivery schedules and the needs of the City fleet necessitate prompt procurement.

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

We acknowledge receipt of the following addenda: _____

I. STRIPING/DECALS ON NEW VEHICLES	APPROX QTY	TOTAL PRICE EACH	EXTENDED TOTAL
A. POLICE VEHICLE (INCLUDES FRONT TAG, BOTH SIDES, AND REAR, MAY INCLUDE K9)	50	$ 350.00	$ 17,500.00
B. POLICE VEHICLE (REAR ONLY)	5	$ 80.00	$ 400.00
C. FIRE VEHICLE (LABOR ONLY)	5	$ 300.00	$ 1500.00
D. SECURITY VEHICLE	3	$ 350.00	$ 1050.00
E. ANIMAL SERVICES UNIT	2	$ 300.00	$ 600.00
F. FRONT TAG ONLY (ANY VEHICLE)	25	$ 25.00	$ 625.00

II. REMOVE AND REPLACE FADED DECALS	APPROX QTY	TOTAL PRICE EACH	EXTENDED TOTAL
A. POLICE, FIRE, ANIMAL SERVICES DOOR SHIELDS (PER DECAL)	60	$ 50.00	$ 3000.00

III. PERMANENT REMOVAL OF ALL VEHICLE IDENTIFICATION	APPROX QTY	TOTAL PRICE EACH	EXTENDED TOTAL
A. POLICE VEHICLE	50	$ 300.00	$ 15,000.00
B. FIRE VEHICLE	5	$ 300.00	$ 1500.00
C. SECURITY VEHICLE	2	$ 300.00	$ 600.00
D. ANIMAL SERVICES UNIT	1	$ 300.00	$ 300.00

IV. INSTALL OR PERMANENT REMOVAL OF VEHICLE IDENTIFICATION	APPROX QTY	TOTAL PRICE EACH	EXTENDED TOTAL
A. ROUND CITY OF HUNTSVILLE DECAL ONLY (PER DECAL)	75	$ 20.00	$ 1500.00
B. CITY OF HUNTSVILLE DEPT NAME STICKER ONLY (PER DECAL)	75	$ 20.00	$ 1500.00
C. CITY OF HUNTSVILLE EQUIPMENT NUMBER STICKER ONLY (PER DECAL)	75	$ 20.00	$ 1500.00

V. CUSTOM STRIPING, LETTERING, & DECAL	APPROX QTY	TOTAL PRICE EACH	EXTENDED TOTAL
A. HOURLY LABOR RATE FOR CUSTOM WORK	8	$ 150.00	$ 1200.00

TOTAL BASE BID FOR SECTIONS I, II, III, IV & V: $47,775.00

COMPLETION SCHEDULE FOR EACH VEHICLE:

1 DAY

REFERENCES: **PHONE:**

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

ALL-SHARPE INC

Printed legal name of Bidder

JAMES VALICH PRES

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

James F. Valich

Signature

8-20-2025

Date

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	SECTION 1 - GENERAL		
1	Most units to be marked will be solid white.	X	
2	Bid includes, as a complete package, all striping and decals as depicted in the attached photographs. (See separate attachment - Vehicle Striping Lettering Decal Installation Removal Requirements 2025.pdf)	X	
3	Bid includes removal of any manufacturer or dealer window pricing sheets.	X	
4	Police, Fire, Animal Control, Security, and round City of Huntsville door emblems will be furnished by the City of Huntsville. All other materials are to be furnished by the successful bidder.	X	
5	All lettering and striping shall be as depicted and described in the attached photographs to include using high quality, 7-year vinyl. (See separate attachment - Vehicle Striping Lettering Decal Installation Removal Requirements 2025.pdf) *Descriptions are estimates and are subject to change*	X	
6	Bidder must perform all work in the City of Huntsville Fleet Services Repair shop located at 2739 Johnson Road, Huntsville, AL 35805. An appropriate space will be provided.	X	
7	Subcontracting will not be allowed without prior approval of the City of Huntsville.	X	
8	The City retains the right to acquire goods and/or services from vendors not under this contract when it deems such action to be in its best interest, particularly in situations where time constraints and logistics related to vehicle delivery schedules and the needs of the City fleet necessitate prompt procurement, determined by Fleet Manager.	X	
	SECTION 2 - PERMANENT REMOVAL OF ALL DECALS, LETTERING & STRIPING		
9	Each vehicle shall be completely stripped of all decals, lettering, striping and removal of front tags. It is to be done in a professional manner and without damage to vehicle paint.	X	
10	Bidder is responsible for cleanup and removal of any and all debris from the work site that is performed on City property.	X	

	SECTION 3 – WARRANTY, INVOICING, CUSTOM PRICING		
11	Bidder must submit a minimum of a one (1) year warranty on workmanship. The Contractor shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.	X	
12	Quotes: The bidder will be required to provide a quote to a Fleet supervisor prior to work being done. A purchase order is then required to be issued to bidder before work is done. Each quote will include, but is not limited to, the information below: 1) Quote Number 2) Contract Number 3) Equipment Number or description if number not available 4) Date of Service 5) Description of Service 6) Cost of Labor 7) Total Estimated Cost 8) Mileage (when applicable)	X	
13	Invoices: Invoices shall reflect bid pricing per bid item. Lump sum invoices will not be accepted. The bidder will be required to provide a final invoice to a Fleet supervisor upon completion of work. Each invoice will include, but is not limited to, the information below: 1) Invoice Number 2) Contract Number 3) Equipment Number or description if number not available 4) Date of Service 5) Description of Service 6) Cost of Labor 7) Total Estimated Cost 8) Mileage (when applicable)	X	
14	Materials for custom work must be charged at cost	X	
15	All misc. expenses must be included in the custom hourly labor rate	X	

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): ALLSHARPE INC.
- City of Huntsville current taxpayer identification number (if available): 1510. (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: 000-097-876 ALABAMA
❑ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: James F Valich Title (if applicable): PRES

Type or legibly write name: James F. VALich Date: 8-20-25

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

JAMES VALICH

Doing-Business-As Name of Proposer:

ALL SHARPE . INC

Principal Office Address:

873 VARBROUGH RD.
HARVEST AL 35749

Telephone Number: 256-337-8078

Fax Number: X

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: MAY 1 1984
Location of incorporation: HARVEST ALABAMA
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers: JAMES VALICH PRES.

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.

I affirm that I understand and agrees that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

James F. Valich
Signature of Proposer

JAMES VALICH
Print or Type Name of Proposer

8-20-2025
Date

ALL SHARPE INC
Legal Name of Firm

873 Yarbrough Rd
Mailing Address

HARVEST AL 35749
City State Zip Code

256-337-8078
Phone Fax

ALLSHARPE@gmail.com
Email Address

—
Website Address

Alabama Secretary of State

All-Sharpe, Inc.	
Entity ID Number	000-097-876
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	05/01/1984
Registered Agent Name	THOMPSON, ROBERT F
Registered Office Street Address	4417 EVANGEL CIRCLE, NW HUNTSVILLE, AL 35805
Registered Office Mailing Address	Not Provided
Nature of Business	SELL ACCESSORIES OF AUTOS
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	THOMPSON, ROBERT F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	THOMPSON, ANITA K
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	

All-Sharpe, Inc.	
Document Date / Type / Pages	05/01/1984 Certificate of Formation 7 pgs.

Browse Results New Search

E-Verify

Company ID Number: 1443445

Approved by:

Employer All-Sharpe INC	
Name (Please Type or Print) James F Valich	Title
Signature Electronically Signed	Date 08/22/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/22/2019

E-Verify

Company ID Number: 1443445

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	All-Sharpe INC
Company Facility Address	873 Yarbrough Rd. Harvest, AL 35749
Company Alternate Address	873 Yarbrough Rd. Harvest, AL 35749
County or Parish	MADISON
Employer Identification Number	630897046
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-888

Department: Finance

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

Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Mauldin & Jenkins CPAs & Advisors.

Resolution No.

Finance Information:

Account Number: 1000-13-13100-515370-00000000-

City Cost Amount: $ 117,000.00

Total Cost: $ 117,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5988

Department: Finance

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

Resolution authorizing the Mayor to enter into an Independent Audit Agreement between the City of Huntsville and Mauldin & Jenkins CPAs & Advisors.

Resolution No.

Finance Information:

Account Number: 1000-13-13100-515370-00000000-

City Cost Amount: $ 117,000.00

Total Cost: $ 117,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

RESOLUTION NO. 25 - _____

BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Independent Audit Agreement by and between the City of Huntsville and Mauldin & Jenkins CPAs & Advisors, 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 Mauldin & Jenkins CPAs & Advisors", consisting of eleven (11) pages, and the date of August 1, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

BE IT FURTHER RESOLVED that this agreement will be $117,000.00 for auditing services related to the year ended September 30, 2025. This fee includes the audit and reporting in accordance with the Uniform Guidance of two major programs ($107,000), along with preparation of the City's annual comprehensive financial report ($10,000). Invoices for fees will be rendered as work progresses and are payable upon presentation. The fees assume that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, it will be discussed with management to arrive at additional costs for added scope and work.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

MAULDIN & JENKINS
CPAs & ADVISORS

August 1, 2025

Honorable Mayor and Members of the
City Council
City of Huntsville, Alabama
308 Fountain Circle
Huntsville, AL 35801

Attn: Penny Smith, Director of Finance and Tommy Battle, City Mayor

We are pleased to confirm our understanding of the services we are to provide the City of Huntsville, Alabama (the City) for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Huntsville, Alabama as of and for the year then ended. We will obtain and place reliance on the report of other auditors for the Huntsville/Madison County Convention and Visitors Bureau, discretely presented component unit of the City and the Burritt Museum, the Art Museum, and the Von Braun Civic Center, which are blended component units reported as special revenue fund, special revenue fund, and a proprietary fund, respectively, by the City. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of City's Proportionate Share of the Net Pension Liability.
3. Schedule of City Contributions – Pension Plan.
4. Schedule of Changes in the City's Net OPEB Liability and Related Ratios.
5. Schedule of City's Proportionate Share of the Net OPEB Liability.
6. Budgetary comparisons for the General Fund and Major Special Revenue Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Combining and individual fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We plan to obtain and place reliance on the report of other auditors for the Huntsville/Madison County Convention and Visitors Bureau, discretely presented component unit of the City and the Burritt Museum, the Art Museum, and the Von Braun Civic Center, which are blended component units reported as special revenue fund, special revenue fund, and a proprietary fund, respectively, of the City, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Huntsville/Madison County Convention and Visitors Bureau, discretely presented component unit of the City and the Burritt Museum, the Art Museum, and the Von Braun Civic Center, which are blended component units reported as special revenue fund, special revenue fund, and a proprietary fund, respectively, provide sufficient and appropriate audit evidence on which to base our overall opinions.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would

be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Huntsville, Alabama's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Huntsville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Huntsville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include

the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the City of Huntsville. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Huntsville, Alabama; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Alabama Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 1, 2025 and to issue our reports no later than March 31, 2026. James Bence is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $107,000 for the year ended September 30, 2025. This fee includes the audit and reporting in accordance with the Uniform Guidance of two major programs. This fee

does not include the preparation of the City's annual comprehensive financial report, the fee for those services is $10,000. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Council for the City of Huntsville, Alabama. We will make reference to other auditor's reports on the Huntsville/Madison County Convention and Visitors Bureau, discretely presented component unit of the City and the Burritt Museum, the Art Museum, and the Von Braun Civic Center, which are blended component units reported as special revenue fund, special revenue fund, and a proprietary fund, respectively, in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Hutnsville, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

James Bence

RESPONSE:

This letter correctly sets forth the understanding of the City of Hutnsville, Alabama.

By: _____

Title: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-889

Department: Finance

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

Resolution authorizing the Mayor to execute Change Order No. 1 the contract between the City of Huntsville and GKL Companies Inc for the Von Braun Center Selected Replacement of Several Roof Areas project. The contract was awarded pursuant to Resolution No. 24-666.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523050-00000000-

City Cost Amount: $ 35,167.83

Total Cost: $ 35,167.83

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6018

Department: Finance

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

Resolution authorizing the Mayor to execute Change Order No. 1 the contract between the City of Huntsville and GKL Companies Inc for the Von Braun Center Selected Replacement of Several Roof Areas project. The contract was awarded pursuant to Resolution No. 24-666.

Resolution No.

Finance Information:

Account Number: 4020-00-00000-523050-00000000-

City Cost Amount: $ 35,167.83

Total Cost: $ 35,167.83

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25-____

WHEREAS, the City Council of the City of Huntsville entered into an Agreement with GKL Companie, Inc for Construction Services for the Von Braun Center Selected Replacement of Several Roof Areas Project located at 700 Monroe Street SW, Huntsville, Alabama, adopted and approved pursuant to Resolution No. 24-666 by the City on September 12, 2024; and

WHEREAS, the awarded contract amount was One Million Five Hundred Thirty-One Thousand Four Hundred Sixty-Six Dollars and No/100s ($1,531,466.00) including:

Unit Price #1 – $6.00/SF – Removal/Replacement of Wet, Damaged or Deteriorated Insulation and Densdeck

Unit Price #2 - $8.00/LF – Removal/Replacement of Wet, Damaged or Deteriorated Wood Blocking

Unit Price #3 - $20.00/SF – Removal/Replacement of Existing Wet, Damaged or Deteriorated 2-1/2" Tectum Roof Decking; and

WHEREAS, the City and the Contractor have determined that a change order in the amount of Thirty-Five Thousand One Hundred Sixty-Seven Dollars and 83/100 ($35,167.83) is needed to increase the contract price for additional construction services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Huntsville, Alabama and the Mayor that the Agreement with GKL Companies, Inc. for the Construction Services for the Von Braun Center Selected Replacement of Several Roof Areas Project located at 700 Monroe Street SW, Huntsville, Alabama, be amended to increase the contract amount from One Million Five Hundred Thirty-One Thousand Four Hundred Sixty-Six Dollars and No/100s ($1,531,466.00) to One Million Five Hundred Sixty-Six Thousand Six Hundred Thirty-Three Dollars and 83/100 ($1,566,633.83). Said Change Order is substantially in words and figures as attached hereto and identified as "Change Order Number 1 to the Contract between the City of Huntsville and GKL Companies, Inc. for Construction Services for the Von Braun Center Selected Replacement of Several Roof Areas Project" consisting of thirteen (13) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the City Clerk's Office of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

_____

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

APPROVED this the 25th day of September, 2025.

_____

Mayor of the City of Huntsville, Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE: 6/27/2025
TO: GKL Companies, Inc.

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment
to See Contract Modification Request 1 thru 5
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change $	$
ORIGINAL CONTRACT PRICE	$ 1,531,466.00
Net total previous Change Orders	$ 0.00
Previous revised Contract Price	$ 1,531,466.00
This Change Order No. 1 ADD (DEDUCT)	$ 35,167.83
Revised Contract Price this date	$ 1,566,633.83

Extension of time resulting from this Change Order 39 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville, Alabama.

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 rights to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Harco National Insurance Company
(Company)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(VBC Director of Operations)

By _____
(VBC Executive Director)

CONTRACTING PARTIES

GKL Companies, Inc.
(Contractor)

By _____
(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
[President of City Council]

Date _____

POWER OF ATTORNEY

Bond # 0487155-00

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MAURICE C. SHANNON III

Gadsden, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2020, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NO. 50079816 NEW JERSEY My Comm. Exp. 04/04/2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 27, 2025

A00748

Irene Martins, Assistant Secretary

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 2/25/2025 **CMR NUMBER:** 1

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture & Interiors, LLC

CONTRACTOR: GKL Companies, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional cost associated with the installation of new metal at edge of roof at F corridor to attach the gutter and flashing.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,824.91
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Robert Smith, GM for GKL Companies, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

GKL Companies, Inc.

112 Rainbow Industrial Drive
Rainbow City, Alabama 35906

General Contractors
License No. 19367

Business Office (256) 413-4634
Fax (256) 413-4639

2/25/2025

Matheny Goldmon Architecture + Interiors, LLC
Attn: Corey Stricklen

Re: Selected Replacement of Several Roof Areas for the Von Braun Center – Unforeseen Condition at Concrete Deck.

Mr. Stricklen,

During tear off of the mechanical roof area located on the south hall over the concrete deck we discovered that the top of the existing metal wall panels are flush with the existing wood nailer on the concrete deck. There is a void between the outside of the panels and the face of the roof edge, which impedes the attachment of our gutter and drip edge flashing.
We propose to install approximately 170 lineal feet of new 18ga galvanized steel metal cap mechanically attached over the existing nailer and extending over the metal panel and turning down approximately 2-1/2" down the face of the wall panel to bridge the void and provide an attachment point for our flashings. The new metal cap shall be mechanically attached to the nailer every 6" on center staggered. Please see attached sketch for reference.

Materials -	$590.60
Fabrication -	$356.24
Installation -	$1,509.60
OH&P 15% -	$368.47
Price:	**$2,824.91**

Thank you,

Robert Smith
General Manager
GKL Companies, Inc.
256-413-4634

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 3/31/2025 **CMR NUMBER:** 2

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture & Interiors, LLC

CONTRACTOR: GKL Companies, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Request for 18 additional calendar work days due to a combination of weather days and VBC event days.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 18 calendar work days
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR — Robert Smith, GM for GKL Companies, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

Von Braun Roofing Project Weather/Event Days		
Day	*Date*	*Reason*
Friday	12/27/2024	Rain
Monday	1/6/2025	Rain
Tuesday	1/7/2025	Cold
Wednesday	1/8/2025	Cold
Thursday	1/9/2025	Cold
Friday	1/10/2025	Rain/Snow
Monday	1/20/2025	Cold
Tuesday	1/21/2025	Cold
Friday	1/31/2025	Rain
Tuesday	2/11/2025	Event
Wednesday	2/12/2025	Rain
Thursday	2/13/2025	Event
Wednesday	2/19/2024	Snow
Thursday	2/20/2024	Cold
Thursday	3/13/2025	Event
Friday	3/14/2025	Event
Thursday	3/20/2025	Rain
Monday	3/31/2025	Rain

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 4/29/2025 CMR NUMBER: 3 REV 1

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture & Interiors, LLC

CONTRACTOR: GKL Companies, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional cost associated with raising the existing through wall flashing height of the brick veneer to correct height above the new roof.

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $29.462.92
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 9 calendar work days
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. SUBMITTED BY:
   A. CONTRACTOR Robert Smith, GM for GKL Companies, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

GKL Companies, Inc.
112 Rainbow Industrial Drive
Rainbow City, Alabama 35906
General Contractors
License No. 19367
Business Office (256) 413-4634
Fax (256) 413-4639

4/29/20253 REV 1

Matheny Goldmon Architecture + Interiors, LLC
Attn: Corey Stricklen

Re: Selected Replacement of Several Roof Areas for the Von Braun Center – remove and install new through-wall flashing to accommodate new insulation heights.

Mr. Stricklen,

The new insulation height at west brick walls of roof PH A and PH C, as well as the lower roof CH B will cover up existing through wall flashing.
We propose to remove approximately three rows of existing brick veneer over an approximately 190 lineal feet run, and install new stainless steel through wall flashing receiver with welded seams. New through wall flashing shall be terminated with self-adhered membrane and termination bar. New weep holes will be installed at a maximum spacing of 33 inches on center. New brick shall be Modular Velour Medium Gray, and new mortar shall be Argos Canyon Brown Type N. The brick will be removed in sections to maintain proper support for remaining brick wall above through wall flashing line.

Materials -	$5,587.74
Labor -	$3,432.18
Dump Fee -	$500.00
Brick Sub -	$16,100.00
OH&P 15% -	$3,843.00

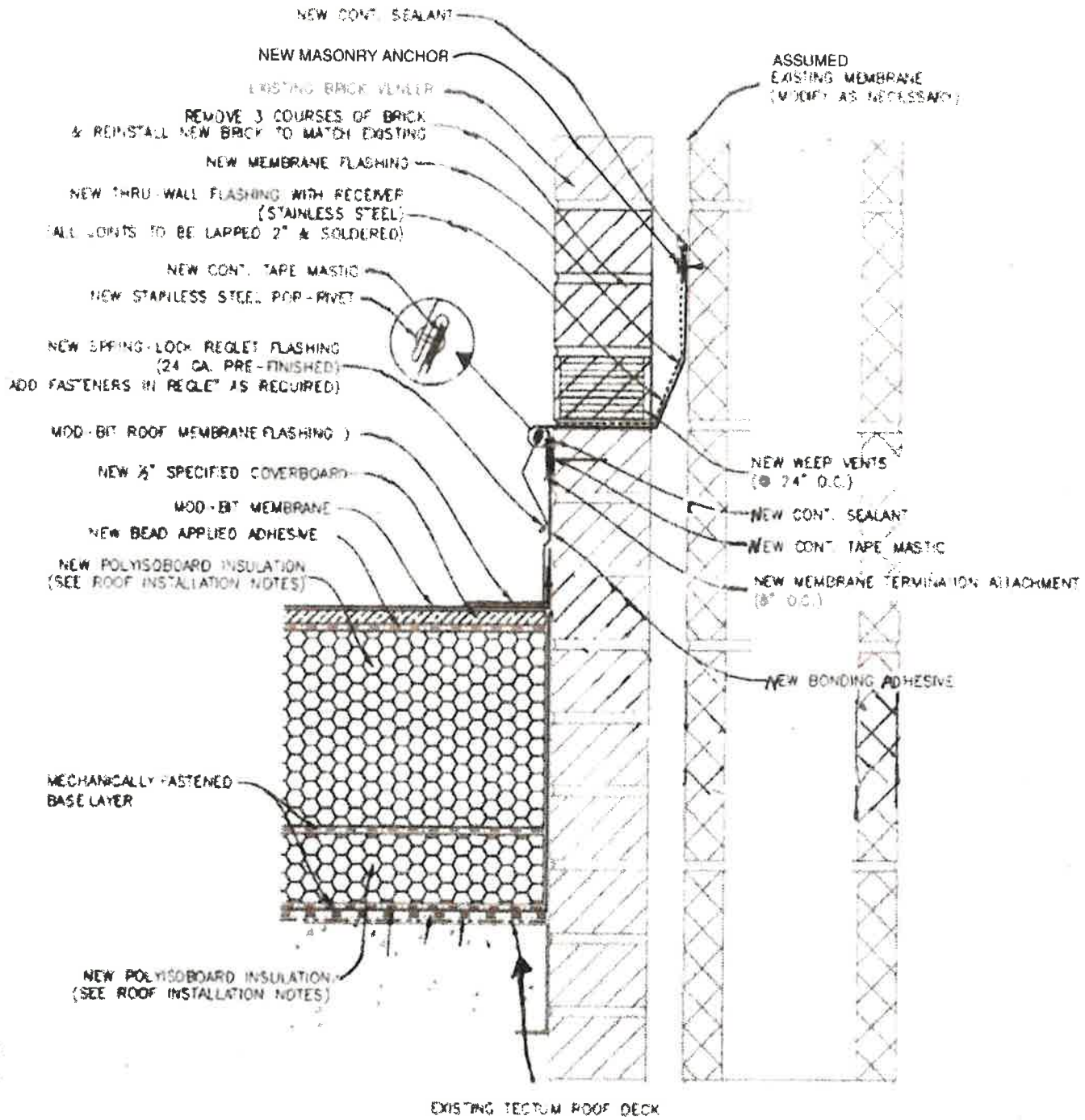
Price: **$29,462.92**
Contract Time: **Add 9 calendar days to contract.**

Thank you,

Robert Smith
General Manager
GKL Companies, Inc.
256-413-4634

GKL Companies, Inc.
112 Rainbow Industrial Drive
Rainbow City, Alabama 35906
General Contractors
License No. 19367
Business Office (256) 413-4634
Fax (256) 413-4639

Through Wall Detail



GKL Companies, Inc.
112 Rainbow Industrial Drive
Rainbow City, Alabama 35906
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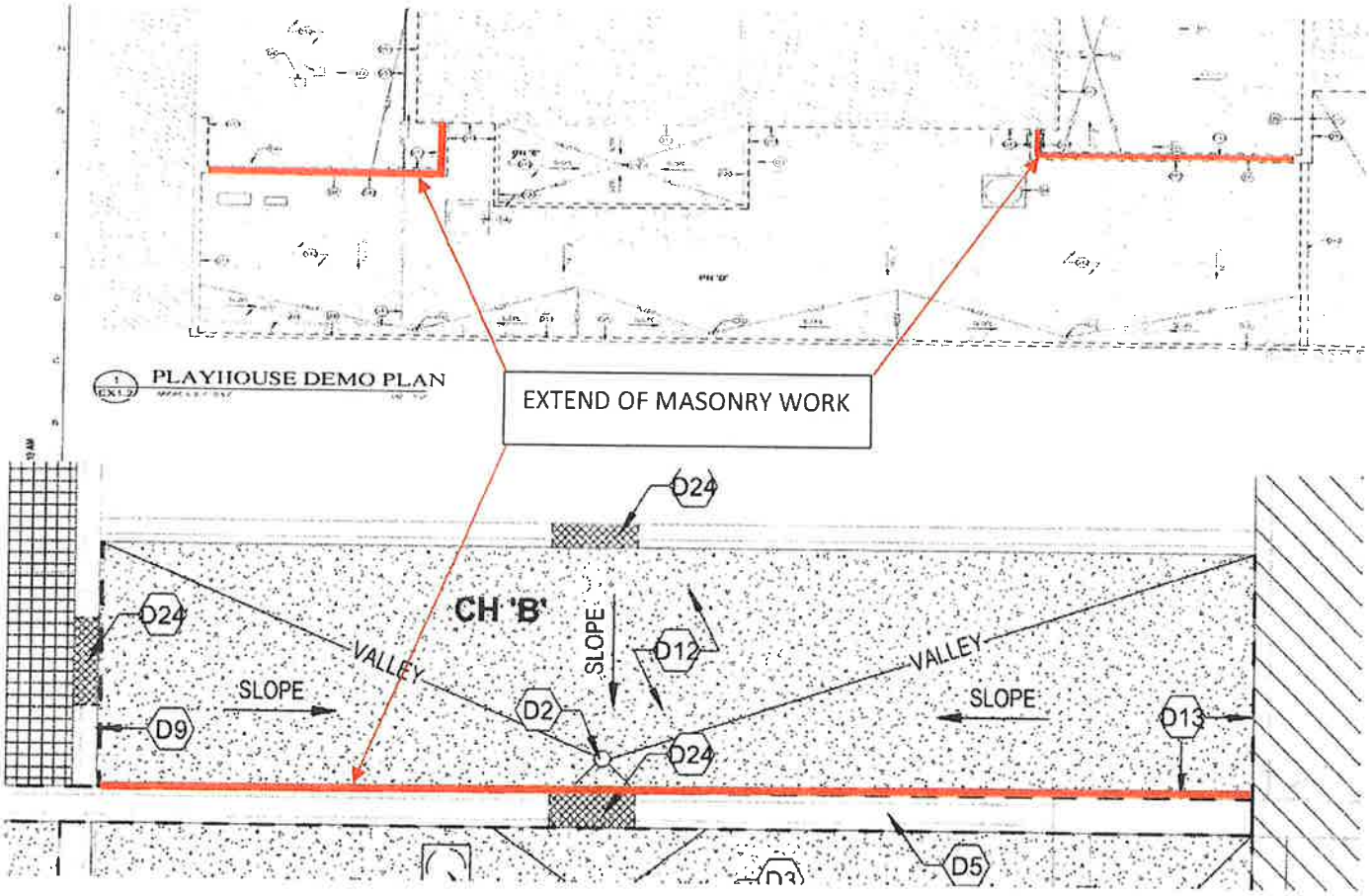
License No. 19367
Business Office (256) 413-4634
Fax (256) 413-4639



"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 6/25/2025 CMR NUMBER: 4

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture & Interiors, LLC

CONTRACTOR: GKL Companies, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Request for 12 additional calendar work days due to a combination of weather days and VBC event days.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 12 calendar work days
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Robert Smith, GM for GKL Companies, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

Von Braun Roofing Project Weather/Event Days		
Day	*Date*	*Reason*
Monday	4/7/2025	Rain
Friday	4/11/2025	Rain
Thursday	5/1/2025	Rain
Wednesday	5/7/2025	Rain
Monday	5/12/2025	Rain
Tuesday	5/13/2025	Rain
Tuesday	5/27/2025	Rain
Thursday	5/29/2025	Rain
Friday	5/30/2025	Rain
Friday	6/13/2025	Rain
Tuesday	6/17/2025	Rain
Thursday	6/19/2025	Rain

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 6/27/2025 CMR NUMBER: 5

PROJECT: Selected Roof Replacement of Several Roof Areas for the Von Braun Center

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture & Interiors, LLC

CONTRACTOR: GKL Companies, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Use of Unit pricing for the replacement of bad tectum decking. Replaced 144 square feet at $20.00 per square foot. Total cost from unit price is $2,880.00

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,880.00
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION):
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR Robert Smith, GM for GKL Companies, Inc.
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

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. ARCHITECT
   B. PROJECT MANAGER
   C. EXECUTIVE DIRECTOR (VBC)

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.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-890

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-516041-00000000-
City Cost Amount: $133,575.00
Total Cost: $194,400.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Agreement is for the maintenance of fifteen (15) rainfall/runoff stream gaging stations with data collection platforms in the Huntsville area. This agreement will be in effect from October 1, 2025, to September 30, 2026. The City of Huntsville's share of the funding is $133,575.00 with the remainder to be funded by the United States Geological Survey for a total contract amount of $194,400.00.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5820

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-516041-00000000-
City Cost Amount: $133,575.00
Total Cost: $194,400.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Agreement is for the maintenance of fifteen (15) rainfall/runoff stream gaging stations with data collection platforms in the Huntsville area. This agreement will be in effect from October 1, 2025, to September 30, 2026. The City of Huntsville's share of the funding is $133,575.00 with the remainder to be funded by the United States Geological Survey for a total contract amount of $194,400.00.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and U.S. Geological Survey for Water Resource Investigations, Project No. 71-25-DM02, in the amount of ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS ($133,575.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama with said Agreement being substantially in words and figures similar to that document attached hereto and identified as "Joint Funding Agreement between the City of Huntsville, Alabama and U.S Geological Survey for Water Resource Investigations, Project No. 71-25-DM02," consisting of a total of two (2) pages and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001110
Agreement #: 26MLJFAALDA037
Project #: ML009Z5
TIN #: 63-6001296

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Huntsville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of real-time precipitation and stream flow gages (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $60,825 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) $133,575 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

President of the City Council of the City of Huntsville, AL
Date: September 25, 2025

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001110
Agreement #: 26MLJFAALDA037
Project #: ML009Z5
TIN #: 63-6001296

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Shannon Williams Associate Director, Hydrologic Networks (Data)
Address:	640 Grassmere Park Nashville, TN 37211
Telephone:	(615) 837-4755
Fax:	(615) 837-4799
Email:	swilliam@usgs.gov

Customer Technical Point of Contact

Name:	Gary Gleason
Address:	P.O. Box 308 Huntsville, AL 35804
Telephone:	(256) 427-5300
Fax:	(n/a)
Email:	gary.gleason@huntsvilleal.gov

USGS Billing Point of Contact

Name:	My-Chae May Budget Analyst
Address:	3535 South Sherwood Forest Blvd. Suite 120 Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(n/a)
Email:	gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name:	Teresa Mills
Address:	
Telephone:	(256) 427-5300
Fax:	(n/a)
Email:	teresa.mills@huntsvilleal.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date:** 07/17/2025

Name: Todd Baumann

Title: Acting Director, LMG Water Science Center

City of Huntsville

Signatures

By_____ **Date:** 9/25/2025

Name: Tommy Battle

Title: Mayor

By_____ **Date:** _____

Name:

Title:

By_____ **Date:** _____

Name:

Title:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-891

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Skipper Consulting, Inc., for Engineering Design Services for Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass, Project No. 71-25-SP27.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-
City Cost Amount: $20,200.00
Total Cost: $20,200.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Design contract with Skipper Consulting for a traffic signal warrant study near the intersection of US Hwy 231 and AL 255 for proposed development in accordance with ALDOT requirements. Lump Sum Contract.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5985

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Skipper Consulting, Inc., for Engineering Design Services for Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass, Project No. 71-25-SP27.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-
City Cost Amount: $20,200.00
Total Cost: $20,200.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Design contract with Skipper Consulting for a traffic signal warrant study near the intersection of US Hwy 231 and AL 255 for proposed development in accordance with ALDOT requirements. Lump Sum Contract.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Skipper Consulting, Inc., in the amount of TWENTY THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($20,200.00) for Engineering Design Services for Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass, Project No. 71-25-SP27, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Skipper Consulting, Inc., for Engineering Design Services for Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass, Project No. 71-25-SP27," consisting of a total of nineteen (19) pages, plus twenty-eight (28) additional pages consisting of Attachments 1-16, and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

SKIPPER CONSULTING, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

TRAFFIC SIGNAL WARRANT AT U.S. HIGHWAY 231 AND AL 255 NORTHERN BYPASS

Project ID Number 71-25-SP27
September 25, 2025

_____
President of the City Council of the City of Huntsville, Alabama
Date: September 25, 2025

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
SKIPPER CONSULTING, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
TRAFFIC SIGNAL WARRANT AT U.S. HIGHWAY 231 AND AL 255 NORTHERN BYPASS
Project ID Number 71-25-SP27

THIS AGREEMENT made as of the 25th day of September in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and SKIPPER CONSULTING, 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 Traffic Signal Warrant U.S. Highway 231 and AL 255 Northern Bypass, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional engineering services for design of Traffic Signal Warrant at U.S. Highway 231 and AL 255 Northern Bypass.

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

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

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

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

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

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

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

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

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

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

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

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

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

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

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

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

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

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

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

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

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

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

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

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

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

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

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of September 26, 2025. The final completion date for the completion of design services as outlined in Article 2 shall be March 26, 2026. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF TWENTY THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($20,200.00) 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	$20,200.00
TOTAL CONTRACT AMOUNT:	**$20,200.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

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

9.7 ENGINEER'S RECORDS

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

9.8 SEAL ON DOCUMENTS

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

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

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

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

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

9.11 TERMINATION FOR CAUSE

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

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

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, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

ENGINEER:
SKIPPER CONSULTING, INC.

BY: _____
Darrell Skipper

TITLE: President

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated September 4, 2025, from Darrell Skipper to Kathy Martin and attachments).

Exhibit "A"
SCOPE OF WORK
U.S. Highway 231 at AL-255 North Bypass Traffic Signal Warrant
Huntsville, Alabama

Skipper Consulting, Inc. proposes to provide professional traffic engineering and planning services for a proposed mixed-use development located in Huntsville, Alabama. It is the Consultant's understanding, based upon conversations with the Client, that we are to undertake a traffic impact/signal warrant study for the intersections of U.S. Highway 231 at the southern access of the planned development and AL-255 North Bypass at the western access of the planned development in Huntsville, Alabama. The scope of work that follows represents the Consultant's understanding of this assignment.

The Consultant would initiate the study effort by conducting a teleconference with representatives of the Alabama Department of Transportation (ALDOT) and the City of Huntsville, Alabama to finalize the traffic study area and study parameters. The initial study area, as defined by ALDOT in their requirements, is any other signalized intersections within ½ mile of the proposed signal location, therefore, the U.S. Highway 231 at Bob Wade Lane intersection and all proposed site access intersections are included in the study area.

The intent of the Consultant's work tasks will be to gain approval of an access concept for property proposed for development as mixed-use located on the southwest corner of U.S. Highway 231 and Alabama Highway 255 North Bypass and to justify the installation of a new traffic signal-controlled intersection at the previously mentioned project intersections.

Data Collection: Skipper Consulting would collect existing data in their files as well as other local governmental agencies to include the City of Huntsville, Madison County, and ALDOT. Additionally, Skipper Consulting anticipates they will be required to collect traffic counts on study area roadways and intersections as follows:

Peak Hour Intersection Counts
- U.S. Highway 231 at Bob Wade Lane; and
- U.S. Highway 231 North Parkway Mini Storage (south access).

24-hour Machine Traffic Counts with Speeds and Classification
- U.S. Highway 231 at North Parkway Mini Storage (south access) – Each approach for weekday conditions
- U.S. Highway 231 at Bob Wade Lane – Each approach for weekday conditions
- Bob Wade Lane between U.S. Highway 231 and the AL-255 North Bypass Connection – Bidirectional for weekday conditions

Skipper Consulting would conduct a field inventory of study area roadway geometric conditions adjacent to the site and traffic control devices in place.

Traffic Signal Warrant Study: The traffic signal warrant study would be undertaken based upon industry standard data and analyses procedures and methodologies. Using the data collected, as outlined above, the traffic signal warrant study would include the following tasks, evaluations, and analyses:

- Assessing existing traffic conditions;
- Project traffic onto the currently under construction AL-255 North Bypass connection to U.S. Highway 231;
- Determine background traffic growth to be applied for buildout of the proposed development (buildout of the development to be determined by the developer and provided to the consultant);
- Assessing background traffic conditions;
- Estimating trip generation for the proposed commercial development;
- Determine distribution patterns for the site generated traffic;

- Assessing post-development traffic operations for the site accesses and study area roadways and intersections;
- Evaluate site access points and determine their adequacy to accommodate forecast site generated traffic for roadway segments and intersections:
- Determine if the proposed access system for the development meets ALDOT standards. Work with the development team to modify the access plan to gain ALDOT approval of the overall site access plan;
- Determine improvements needed to mitigate site generated traffic on study area roadways and intersections (perform turn lane warrant studies).
- Examining current conditions for the intersection to determine if it meets any of the traffic volume criteria for traffic signal warranting;
- Forecast traffic volume conditions at the subject intersection for post development (full buildout);
- Obtain vehicle crash history for the study intersection from the City of Huntsville;
- Examine traffic signal warranting criteria to determine if conditions meet ALDOT criteria for installation of a traffic signal;
- Conduct a teleconference with the Client to discuss study findings and actions required on submittal to ALDOT;
- Review crash history for the study intersection as it relates to traffic signal warranting criteria; and
- Prepare documentation as outlined below.

Documentation: The Consultant would document data collected, study findings, and recommendations in a report format. A draft of the study report would be submitted to the Client for review and comment. A digital copy of the draft study report will be transmitted to the Client. Following receipt of comments from the Client, the Consultant would prepare the final report document. It is anticipated that the Consultant will assist the Client in transmittal of the traffic study/traffic signal warrant study to ALDOT for their revie and concurrence. It is the goal of this study process to gain ALDOT approval of the access concept for the development and traffic signal warrant study. A digital copy of the report will be transmitted to the Client for its use and distribution.

Meetings and Presentations: The Consultant would be available for meetings and presentations as needed by the Client. No meetings or presentations are anticipated for this assignment and no such meetings are included in the basic services fee.

Additional Tasks: Should additional tasks be required during the course of the project beyond those outlined above, such tasks would be undertaken only upon written or email authorization by the Client. Should the review agencies require additional traffic analyses be undertaken, those additional tasks would be outlined for the Client and a fee proposal would be provided for such tasks on a time and expenses basis or under separate agreement. The Consultant would only proceed with additional services upon receipt of written authorization by the Client.

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): Skipper Consulting, Inc.
- City of Huntsville current taxpayer identification number (if available): 17910
  (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	[redacted]
☐ 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: 195-382 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: Darrell B. Skipper Title (if applicable): President

Type or legibly write name: Darrell B. Skipper Date: 1/9/12

Revised 12/7/2011

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

2. City of Huntsville Engineering Standards, 1991.

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

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

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

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

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

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

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

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

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

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

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

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

Exhibit "B"
LABOR RATES
U.S. Highway 231 at AL-255 North Bypass Traffic Signal Warrant
Huntsville, Alabama

"LABOR RATES ARE APPLICABLE FOR THE LIFE OF THE PROJECT"

Classification	Hourly Rate
Clerical	$ 65.00/hour
Engineering Technician	$ 100.00/hour
Technician/CADD I	$ 95.00/hour
Technician/CADD II	$ 110.00/hour
Traffic Engineer I	$ 120.00/hour
Traffic Engineer II	$ 160.00/hour
Traffic Engineer III	$ 200.00/hour
Senior Traffic Engineer I	$ 210.00/hour
Sr. Transportation Engineer/Planner	$ 220.00/hour
Senior Traffic Engineer II	$ 235.00/hour
Principle	$ 255.00/hour

Direct Expenses	
Mileage	IRS current rate plus 10%
Traffic counts, hotels, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

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:	March 26, 2026	_____

(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 US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

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

DO _____ DO NOT _____

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

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

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

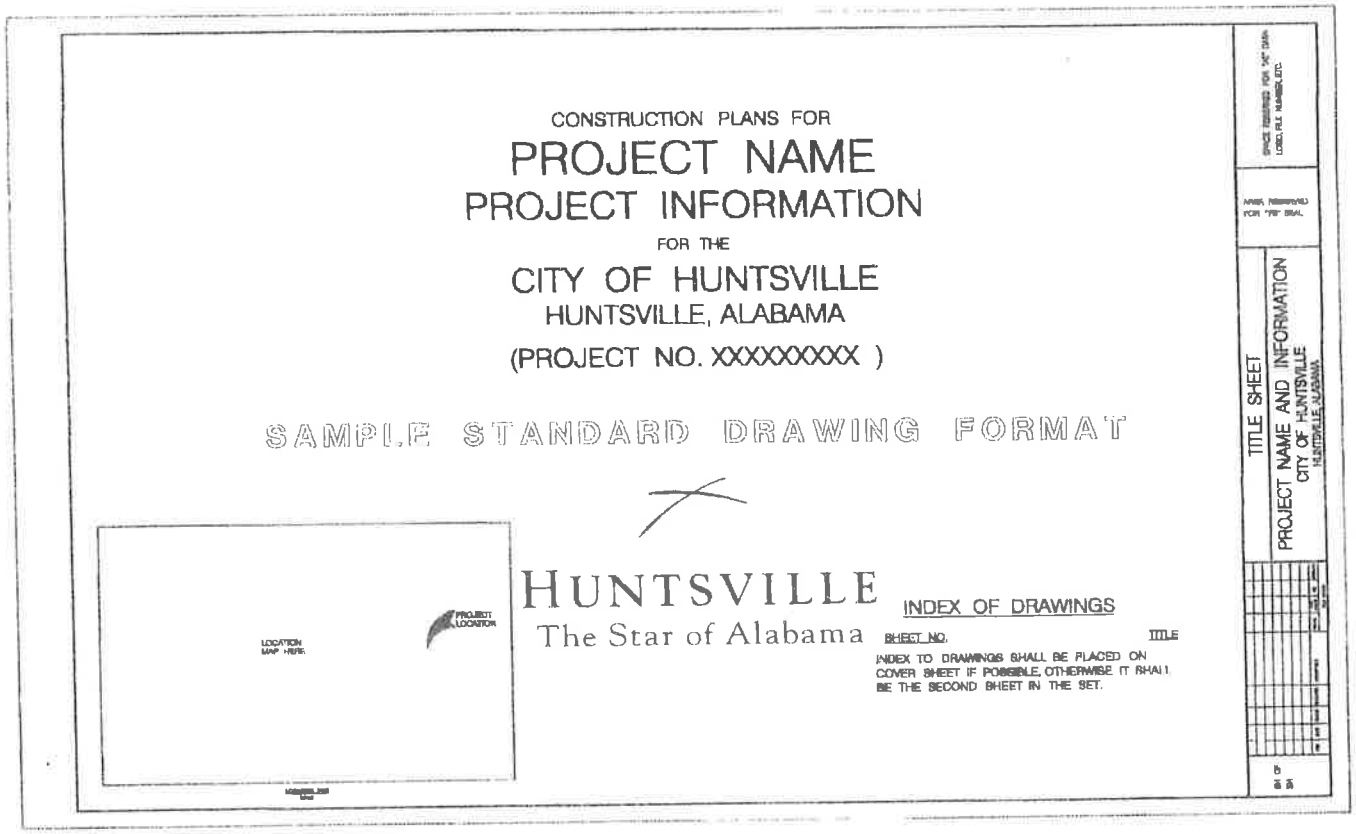
OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

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

DATE:_____



CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

LOCATION MAP HERE

PROJECT LOCATION

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

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

SPACE RESERVED FOR "AS" STAMP, LICENSE, PLS NUMBER, ETC.

AREA RESERVED FOR "PE" SEAL

TITLE SHEET

PROJECT NAME AND INFORMATION

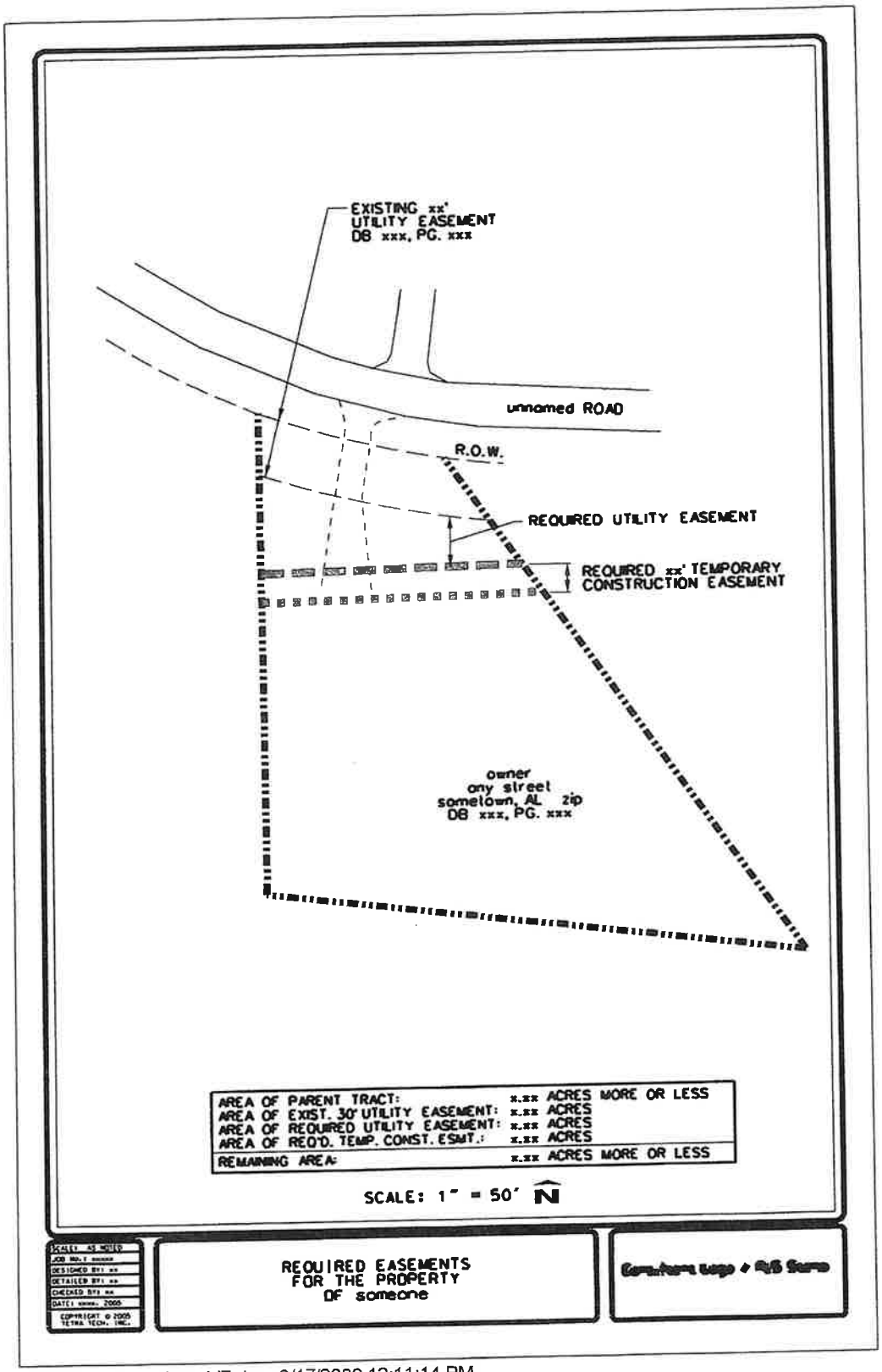
CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

SHEET OF SHEETS

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-892

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering Construction Agreement for a Federal Aid Project between the State of Alabama and City of Huntsville, Alabama, Project No. 71-25-SP28 and ALDOT Project No. CRPHV-MR26( ).

Resolution No.

Finance Information:

Account Number: TBD
City Cost Amount: $620,000.00
Total Cost: $3,100.000.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Funding Agreement between Alabama Department of Transportation and City of Huntsville for design and construction of Advanced Corridor Management (TSMO) message boards along U.S. Hwy 72 East, U.S. Hwy 431, U.S. Hwy 231 totaling $3,100,000. Funding consisting of Federal MPO Carbon Reduction amount of $2,480,000 (80%) and $620,000 (20%) local funds.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5978

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Preliminary Engineering Construction Agreement for a Federal Aid Project between the State of Alabama and City of Huntsville, Alabama, Project No. 71-25-SP28 and ALDOT Project No. CRPHV-MR26( ).

Resolution No.

Finance Information:

Account Number: TBD
City Cost Amount: $620,000.00
Total Cost: $3,100.000.00

Special Circumstances:

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

Location: (list below)

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

Additional Comments:
Funding Agreement between Alabama Department of Transportation and City of Huntsville for design and construction of Advanced Corridor Management (TSMO) message boards along U.S. Hwy 72 East, U.S. Hwy 431, U.S. Hwy 231 totaling $3,100,000. Funding consisting of Federal MPO Carbon Reduction amount of $2,480,000 (80%) and $620,000 (20%) local funds.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Preliminary Engineering and Construction Agreement for a Federal Aid Project between The State of Alabama and City of Huntsville, Alabama, Project No. 71-25-SP28 and ALDOT Project No. CRPHV-MR26( ), 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 "Preliminary Engineering and Construction Agreement for a Federal Aid Project between The State of Alabama and City of Huntsville, Alabama, Project No. 71-25-SP28 and ALDOT Project No. CRPHV-MR26( )," consisting of a total of eighteen (18) pages including "Exhibits A-N," and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF HUNTSVILLE
Madison County

Project No. CRPHV-MR26( )
CPMS Ref# 100080848 & 100077102

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the TSMO Advanced Corridor Management: Site 1 – SR-2 (US-72) from I-565 to Moores Mill Rd.; Site 2 – SR-1 (US-431) from Sutton Rd. to SR-53 (US-231); Site 3 – SR-53 (US-231) from Airport Rd. to SR-1 (US-431); and Site 4 – SR-1 (US-231/431/Memorial Pkwy.) from SR-53 to Winchester Rd.; Project# CRPHV-MR26( ); CPMS Ref# 100080848 and 100077102.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $2,480,000.00 Federal Carbon Reduction Program (CRP) funds unless the Huntsville Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Huntsville Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal CRPHV Funds	$ 400,000.00
City Funds	$ 100,000.00
TOTAL	$ 500,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal CRPHV Funds	$ 2,080,000.00
City Funds	$ 520,000.00
TOTAL (Incl CE&I)	$ 2,600,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The STATE will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the STATE in accordance with applicable Federal and state laws, regulations, and procedures. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the STATE as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the STATE with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The STATE will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost as part of this Agreement.

C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications,

estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit.

   The STATE will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees 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 CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY 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 CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the STATE will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

   All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

   The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

   The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

   The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

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

C. 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.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

City of Huntsville, Alabama **ATTEST:**

By: _____ **By:** _____

As Mayor (Signature) **Clerk (Signature)**

Tommy Battle Shaundrika Edwards

Print Name of Mayor **Print Name of Clerk**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ _____

Derrick R. Wilson, P.E. **Bradley B. Lindsey, P.E.**

North Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment 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. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-893

Department: General Services

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

Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Chorba Contracting for the John Hunt Park Military Museum Expansion.

Resolution No.

Finance Information:

Account Number: 4021-14-00000-522023-00000000-

City Cost Amount: $9,984,000.00

Total Cost: $9,984,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2065 Steve Hettinger Drive SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Construction of a new pre-engineered metal building with prefinished insulated metal panels, delegated design of light gauge framing, storefront with 1" insulated and tinted glazing, suspended acoustical ceiling system, painted gypsum board, office, conference room, and restrooms. Limited reroofing, painting, and repairs to the existing building south of the proposed new building. Construction time is 480 Days.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5959

Department: General Services

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

Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Chorba Contracting for the John Hunt Park Military Museum Expansion.

Resolution No.

Finance Information:

Account Number: 4021-14-00000-522023-00000000-

City Cost Amount: $9,984,000.00

Total Cost: $9,984,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2065 Steve Hettinger Drive SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Construction of a new pre-engineered metal building with prefinished insulated metal panels, delegated design of light gauge framing, storefront with 1" insulated and tinted glazing, suspended acoustical ceiling system, painted gypsum board, office, conference room, and restrooms. Limited reroofing, painting, and repairs to the existing building south of the proposed new building. Construction time is 480 Days.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Fixed Price Agreement by and between the City of Huntsville and Chorba Contracting Corporation in the Base Bid amount of Nine Million Nine Hundred Eighty Four Thousand Dollars and No/100's ($9,984,000.00) and

Unit Price #1	Remove/Replace of Metal Roof/Deck	$ 15.00/SF
Unit Price #2	Unsuitable Soils Remove/Replacement With Offsite Structural Fill	$ 30.00/CY
Unit Price #3	Unsuitable Soils Removal/Replacement With Offsite Landscape Architect	$ 35.00/CY
Unit Price #4	Existing concrete foundation removal/ Replacement with Offsite Structural Fill	$ 45.00/CY

for the Military Museum Expansion located at 2065 Steve Hettinger Drive SW, Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between the City of Huntsville and Chorba Contracting Corporation" consisting of forty-three (43) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of Huntsville,
Alabama

FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CHORBA CONTRACTING CORPORATION WITH ARCHITECTURAL SUPPORT FROM JEFFREY S. ALPHA, A.I.A.

(City of Huntsville Architect)

~~~~~~

This Agreement is made by and between:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and:

Chorba Contracting Corporation
3220 Creek Path Road
Guntersville, Alabama 35976

(hereinafter referred to as the "Contractor") under seal for construction described below to be rendered for the following Project:

Project Title: Military Museum Expansion
Project Location: 2065 Steve Hettinger Drive SW
General Description: Construction of a new pre-engineered metal building with prefinished insulated metal panels, delegated design of light gauge framing, storefront with 1" insulated and tinted glazing, suspended acoustical ceiling system, painted gypsum board, office, conference room, and restrooms. Limited reroofing, painting, and repairs to the existing building south of the proposed new building. Construction time is 480 Days.

Date: September 25, 2025

President of the City Council: _____
~~~~~~

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Plans and Project Manual dated **May 29, 2025**, addenda(s) **1-10** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct, and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.

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

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

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

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

1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.

1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II
THE WORK

2.1 The Contractor shall perform all the Work required by this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the

Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

2.3 The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III
CONTRACT TIME

3.1 TIME

3.1.1 The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **480 days** following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set froth for Final Completion, shall constitute the "Contract Time."

3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum identified below per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$0	$500,000	$750
$500,000	$1,000,000	$1,000
$1,000,000	$2,000,000	$1,500

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$2,000,000	$10,000,000	$2,000
$10,000,000	—	$3,000

ARTICLE IV
CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

$ 9,984,000.00 - Base Bid
Nine Million Nine Hundred Eight Four Thousand Dollars and NO/100s

Unit Price #1	Remove/Replace of Metal Roof/Deck	**$15.00**/SF
Unit Price #2	Unsuitable Soils Remove/Replacement With Offsite Structural Fill	**$ 30.00**/CY
Unit Price #3	Unsuitable Soils Removal/Replacement With Offsite Landscape Architect	**$ 35.00**/CY
Unit Price #4	Existing concrete foundation removal/ Replacement with Offsite Structural Fill	**$ 45.00**/CY

For sales and use tax certificate exemption purposes the total fixed price amount does not include any amounts for sales and use taxes and the amount of $ 343,000.00 is the approximate estimated sales taxes excluded from the Base Bid.

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

ARTICLE V
PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Architect a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance, overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially

inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 PROGRESS PAYMENTS - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Initially, for the completion of the first fifty-percent (50%) of the Work, which is subject to five percent (5%) retainage, the Contractor may expect progress payments for ninety-five percent (95%) of the approved requested amount, included in each monthly Application for Payment, as payment for the estimated amount of work completed which is allocable to the Contract requirements and the value of the materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.

5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application

for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.

5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.

5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.

(b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.

(c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.

(d) claims made or likely to be made by third parties against the Owner or the Owner's property.

(e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.

(f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.

(g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.

(h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.

(i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Architect and the Owner and shall submit in writing a list of items to be completed or corrected. When the Architect, on the basis of an inspection, determines that the Work is in fact substantially complete, then the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor as applicable for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. If the Architect, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

5.6 PARTIAL OCCUPANCY OR USE

5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence

whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum identified below per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work.

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$0	$500,000	$750
$500,000	$1,000,000	$1,000
$1,000,000	$2,000,000	$1,500
$2,000,000	$10,000,000	$2,000
$10,000,000	—	$3,000

Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes

the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to close out of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.

5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI
THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract , any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.

6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request," which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's and Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

6.4 OWNER'S POINT OF CONTACT

6.4.1 The Owner's point of contact shall be **Jeremy Millich.** The telephone number on-site is **(256) 427-5236**.

ARTICLE VII
THE CONTRACTOR

7.1 CONTINUING DUTY

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion o f the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or

any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor’s warranty.

7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney’s fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.

7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:

7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.

7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.

7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.

7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.

7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	**Function**
George M. Likos	President

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 SCHEDULE

7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Architect for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one updated record copy of this Contract marked to record on a current basis, amendments, revisions, changes, selections and modifications made during the term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Architect shall have no duty to review partial submittals, unsolicited, or incomplete submittals.

7.9.3 The Contractor shall review, approve and submit to the Architect and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled

for each submittal, the actual date of each submittal, the date of any resubmittal, the date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Architect on a weekly basis and presented during the weekly project meeting.

7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Architect. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Architect and Owner and approval in accordance with paragraph 7.9.

7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Architect on previous submittals.

7.9.7 Informational submittals upon which the Architect is not expected to take responsive action shall be so identified in the Contract Documents.

7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.

7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.

7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

7.10.4 **Access to the Site**: The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 ROYALTIES AND PATENTS

7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

7.13 SAFETY PRECAUTIONS AND PROGRAMS

7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Architect and the Owner for their approval, a written Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.

7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.

7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby.

2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1 , except damage or loss attributable to acts of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 7.13.

7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Architect.

7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that any such emergency occurs, the Contractor shall promptly notify the Owner and the Architect within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

7.16 CONTRACTOR REPRESENTATIONS

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.

7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in

all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 The Architect for this project is **Jeffrey S. Alpha, A.I.A. (City of Huntsville)** in the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.

8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. The Contractor is not a third-party

beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be received by the Owner and Architect within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS -** Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS -** If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME -** If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX
SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.

9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the

Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X
CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.

10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding ($15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be

determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.

10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.

10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.

10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.

10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.

10.2.8 Change Orders increasing the Contract Price by in excess of $5,000, the following allowance for overhead and profit shall be utilized :

1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.

2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.

3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.

4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than $5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) by mutual agreement between the Owner and the Contractor as evidenced by

(a) the change in the Contract Price being set forth in the Change Order,

(b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and

(c) the Contractor's execution of the Change Order; or,

(2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 **FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor’s right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a)The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b)The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c)Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner’s and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII
INSURANCE

13.1 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. Automobile Liability:

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

5. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

6. Employers Liability Insurance:

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

7. Owner's, Contractors Protective Liability:

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed $10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

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

3. Railroads Protective:

$500,000

4. Automobile Liability:

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

5. Workers' Compensation:

As Required by the State of Alabama Statute

6. Employers Liability:

$100,000 Bodily Injury
$500,000 Policy Limit by Disease

7. Owner's, Contractors, Protective:

$1,000,000 Per Occurrence
$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

a. For projects or contract values in excess of $5,000,000, Umbrella or Excess Liability Insurance is required in an amount of $5,000,000 per occurrence and $5,000,000 aggregate.

b. For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $10,000,000 per occurrence and $10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than **A- V.**

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney’s fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any

of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XIV
MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.

14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.

14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.

14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.

14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

14.6.1 The Contractor shall maintain policies of employment as follows:

14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

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

14.10 DOMESTIC PREFERENCES

14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

14.10.2 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: "By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all

damages resulting therefrom."

14.14 CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41-16-5 (b)

I, the undersigned, certify to the State of Alabama as follows:
a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print):_____

*Title: _____

Date of Certification: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20___.

_____
Signature of Witness

_____
Printed Name of Witness

CONTRACTOR	OWNER
SEAL	SEAL
George M. Likos By:	Tommy Battle By:
(SIGNATURE)	(SIGNATURE)
George M. Likos Chorba Contracting Corporation 3220 Creek Path Road Guntersville, AL 35976	Tommy Battle, Mayor City of Huntsville 308 Fountain Circle Huntsville, AL 35801
(DATE OF EXECUTION)	September 25, 2025 (DATE OF EXECUTION)

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ **CMR NUMBER:** _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

_____

_____

_____

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): _____
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): _____
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** _____
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   _____ VALUE ENGINEERING OR COST REDUCTION
   _____ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   _____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   _____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. CoH ESTIMATOR _____
   B. CoH PROJECT MANAGER _____
   C. DEPARTMENT HEAD (CUSTOMER) _____
   D. CoH FACILITIES PROJ MANAGER _____
   E. DEPARTMENT HEAD (GS) _____

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: _____ **CMR NUMBER:** _____

DESCRIPTION	MATERIAL COST				LABOR COST			EQUIPMENT			SUBCONTRACT	TOTAL
	QTY	UNIT	UNIT COST	SUBTOTAL	HOURS	RATE/HR	SUBTOTAL	DAYS	UNIT COST	SUBTOTAL	SUBTOTAL	
SUBTOTAL A												
SALES TAX			9.0%									
LABOR BURDEN			%									
SUB BOND			%									
SUBTOTAL B												
OVERHEAD & PROFIT			%									
TOTAL AMOUNT FOR CMR												

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____ PROJECT:_____
TO:_____

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment
to_____
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change $_____	$
ORIGINAL CONTRACT PRICE	$
Net total previous Change Orders	$
Previous revised Contract Price	$
This Change Order No. _____ ADD (DEDUCT)	$ _____
Revised Contract Price this date	$

Extension of time resulting from this Change Order _____ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of _____ .

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

_____
(Company)

By _____
(Authorized Representative)

CONTRACTING PARTIES

_____
(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_____

"Exhibit C"

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, in the amount of _____ Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto
and
identified as "Fixed Price Agreement between City of Huntsville and _____" consisting of forty (40) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of _____, 2025, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Chorba Contracting Corporation** in the amount of _____, through Pay Request No. _____ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the **Military Museum Expansion**. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of _____, other than as specifically described below, toward the construction of the **Military Museum Expansion** located at **2065 Steve Hettinger Drive**, Huntsville, Alabama, hereinafter referred to as the "Premises."

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify **Chorba Contracting Corporation**, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

For the above stated value received, the undersigned does hereby specifically waive, quitclaim, and release all rights, liens, or claims which the undersigned may now or afterward have or assert for all and any work, labor, services equipment, skill or materials furnished, delivered or performed for the construction and premises, damages, compensation, or extension of time due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the general contractor **Chorba Contracting Corporation** The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date of this Partial Release and Waiver of Liens, excepting

only the following (claims not listed separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):

In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the _____ day of _____, 2025.

Name: _____ Witness

By:_____ By:_____
Its:_____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-894

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025

Resolution No.

Finance Information:

Account Number: At No Cost to the City

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Assignment of Agreement with McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5995

Department: General Services

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025

Resolution No.

Finance Information:

Account Number: At No Cost to the City

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Assignment of Agreement with McMillan Pazdan Smith Architecture (MPS) to accept the assignment of the contract owned by Fuqua & Partners Architects as of September 25, 2025.

RESOLUTION NO. 25-____

WHEREAS the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and MPS (McMillan Pazdan Smith Architecture) 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 "Consent to Assignment of Contract" consisting of four (4) pages, and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

ADOPTED this the 25th day of September, 2025.

.

Mayor of the City of Huntsville,
Alabama

CONSENT TO ASSIGNMENT OF CONTRACT

This Consent of Assignment of Contract is made and entered into on the 25th day of September 2025, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and MPS (McMillan Pazdan Smith Architecture).

Witnesseth:

WHEREAS, the City and Fuqua & Partners Architects entered into a contract to provide architectural services for the City Hall Demolition (hereinafter the "Contract"); and

WHEREAS, the Contract was adopted and approved by the City Council of the City of Huntsville on October 26, 2023, pursuant to Resolution No. 23-886; and

WHEREAS, Fuqua & Partners Architects is joining and transitioning operations to McMillan Pazdan Smith Architecture (MPS); and

WHEREAS, Fuqua & Partners Architects desires to assign the Contract to McMillan Pazdan Smith Architecture (MPS); and

WHEREAS, the City desires to consent to the assumption of the Contract to McMillan Pazdan Smith Architecture (MPS) conditioned upon McMillan Pazdan Smith Architecture (MPS) assuming Fuqua & Partners Architects' obligations under the contract.

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. The City hereby consents to Fuqua & Partners Architects' assignment of Fuqua & Partners Architects' rights and obligations under the Contract to McMillan Pazdan Smith Architecture (MPS) effective on the above-stated date.
2. McMillan Pazdan Smith Architecture (MPS) hereby agrees to assume Fuqua & Partners Architects' obligations under the Contract, including but not limited to all insurance requirements.

3. McMillan Pazdan Smith Architecture (MPS) will provide the City of Huntsville's Procurement Division with an updated Certificate of Insurance evidencing insurance coverage as required by the Contract.

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

Fuqua & Partners Architects
By: _____
Its: _____

McMillan Pazdan Smith Architecture
By: _____
Its: _____

ATTEST

By: _____
Shaundrika Edwards
Its: City Clerk

CITY OF HUNSTVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Docusign Envelope ID: 3074FC50-7002-4008-A2B7-FC05405A63D3

FUQUA
& PARTNERS
ARCHITECTS

MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

Architecture
Interior Design
Master Planning
Media Visualization

Joseph A. Fuqua
Rodney K. Steger
Bart G. Bankowski
Leslie N. Tillery

July 1, 2025

SENT VIA EMAIL
Chris O'Neill
City of Huntsville
chris.o'neil@huntsvilleal.gov

RE: Consent to Assign Contract

Dear Chris:

Fuqua & Partners Architects, PC ("**FPA**"), greatly appreciates our relationship with you, and your trust in us as your architectural/engineering design partner. We are writing to inform you of an important update regarding our firm.

FPA is joining forces with McMillan Pazdan Smith architecture, a leading southeast based architecture, planning and interior design firm. This partnership is in support of our continuous commitment to expand and deepen our capabilities and resources to strategically support our clients and the communities across Alabama. As part of this partnership, for legal entity purposes we will be part of MPS Architects, P.C.(MPS).

In order to align with our new legal entity, FPA respectfully requests your consent to assign all contracts associated with those projects identified on Exhibit A, including all proposals, work orders, statements of work, change orders, purchase orders, and amendments relating thereto (collectively, the "**Contract**"), to MPS (the "**Assignment**"). When considering this request, please be assured that the same professionals at FPA who provide services to you now will continue to provide the same services to you after the Assignment, and we will continue to deliver the consistent, high-quality results to which you are accustomed.

By countersigning this letter, you: (i) consent to the Assignment, effective as of the date of your signature; (ii) waive any notice requirements in connection with the Assignment; (iii) agree not to exercise any termination or other rights you may have under the Contract arising solely by virtue of the Assignment; and (iv) acknowledge and agree that the Contract will continue in full force and effect following the Assignment.

Please note that, except as expressly set forth herein, neither your consent to the Assignment nor this letter amends, modifies, or otherwise affects the terms or conditions of the Contract, which will remain in full force and effect with MPS assuming the obligations of FPA thereunder.

Fuqua & Partners Architects, P.C.
100 Church St, Suite 700
Huntsville, Alabama 35801
phone: 256.534.3516
fax: 256.533.4605
www.fuquaarchitects.com

Docusign Envelope ID: 3074FC50-7002-4008-A2B7-FC05405A63D3

If you have any questions or require further information, then please do not hesitate to contact us. We value our partnership and look forward to continuing our successful service to you under the Contract through MPS Architects.

Best Regards,

Leslie Tillery, AIA
Principal

Joe Fuqua, AIA
Principal

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-895

Department: Human Resources

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

Resolution authorizing the Mayor to execute an authorization to renew a group accident policy for volunteers with Markel Insurance Company.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $350

Total Cost: $350

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6012

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute an authorization to renew a group accident policy for volunteers with Markel Insurance Company.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: $350

Total Cost: $350

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-___

WHEREAS the City of Huntsville, wishes to renew a group accident insurance policy for volunteers; and

WHEREAS, the City desires to commence the agreement with Markel Insurance Company on October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute an authorization to renew, and other related documents with Markel Insurance Company, 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 "Confirmation of Coverage" and related documents consisting of consisting of Eighteen (18) pages, 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 25th day of September 2025.

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the 25th day of September 2025.

_____

Mayor of the City of

Huntsville, Alabama

MARSH & McLENNAN AGENCY
LOCALLY KNOWN AS SMITH LANIER & CO

Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806-2300
256-890-9000
www.marshmma.com

CONFIRMATION OF COVERAGE

NAMED INSURED EMPLOYER:	CITY OF HUNTSVILLE, AL
ADDRESS:	P.O. BOX 305 HUNTSVILLE, AL 35804
POLICY NUMBER:	To Be Determined
TYPE OF INSURANCE:	Accident/Volunteer Policy
LOCATION:	ALABAMA
POLICY LIABILITY PERIOD:	October 1, 2025 through October 1, 2026
REPORTING PERIOD:	October 1, 2025 through October 1, 2026

This Confirmation of Coverage is issued with the authority of the Markel Insurance Company. This confirmation of Coverage is effective October 01, 2025 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Accident /Volunteer Policy Agreement when issued by Markel Insurance Company.

COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	$250,000	INCL
ACCIDENT MEDICAL EXPENSE BENEFIT		INCL
DEDUCTIBLE AMOUNT	$25	
COINSURANCE PERCENTAGE	100%	
BENEFIT PERIOD	52 Weeks	
AGGREGATE MAXIMUM	$2,500	
ACCIDENTAL DEATH AND DISMEMBERMENT		INCL
BENEFITS PRINCIPAL SUM	$10,000	
SICKNESS MEDICAL EXPENSE BENEFIT		N/A
DEDUCTIBLE AMOUNT	NIL	
COINSURANCE PERCENTAGE	NIL	
BENEFIT PERIOD	NIL	
AGGREGATE MAXIMUM	NIL	
CATASTROPHIC INJURY BENEFIT		N/A
BENEFIT MAXIMUM	NIL	
MONTHLY INSTALLMENT	NIL	
TOTAL TEMPORARY DISABILITY BENEFIT		N/A
BENEFITS COMMENCE WITH THE	NIL DAY	
RATE PER WEEK	NIL	
PERCENT OF BASIC EARNINGS	NIL	
MAXIMUM PERIOD	NIL WEEKS	
		TOTAL: $350.00

ISSUED AT ST. LOUIS, MO

SIGNED: James D Thornton DATE: 9/27/25

James D Thornton, CIC
Vice President

ACCEPTED ON BEHALF OF:
CITY OF HUNTSVILLE

SIGNED: _____ DATE: _____

Tommy Battle, Mayor

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

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Excess Wokers' Compensatiom	10/01/25
Blanket Accident Policy	10/01/25

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

_____

_____

_____

_____

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

A **STOCK COMPANY**

MARKEL INSURANCE COMPANY

Shand Morahan Plaza, Evanston, Illinois 60201

BLANKET
ACCIDENT AND HEALTH POLICY
SPECIAL RISK

THE ATTACHED DECLARATIONS PAGE, SPECIAL POLICY CONDITIONS, FORMS, AND ENDORSEMENTS COMPLETE THIS POLICY

MSR100 (1/95)

SECTION 2 DEFINITIONS

You, your or yours mean the Policyholder shown in Section 1.

We, us or our means Markel Insurance Company.

Insured means a member of the class (es) of person(s) as shown in Section 1, while they are covered under this Policy.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Hospital means a licensed institution including a tax-supported institution of the state, which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full-service wing.

Ambulatory Surgical Center or Ambulatory Medical Center means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

Loss means medical Expense caused by Injury or Sickness and covered by the Policy.

Injury means bodily harm caused by an accident which occurs while this Policy is in force and is the sole cause of the Loss.

Sickness means disease or illness which; (a) is first diagnosed and treated while the Insured is covered under this Policy; and (b) causes a Loss to the Insured which is covered by this Policy. "Sickness" includes Normal Pregnancy and Complications of Pregnancy.

Pre-existing Condition means the existence of symptoms which would cause a person to seek diagnosis, care or treatment within a one-year period preceding the effective date of coverage of the Insured Person, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a one-year period preceding the effective date of coverage of the Insured Person.

Complications of Pregnancy mean conditions whose diagnoses are distinct from pregnancy but are adversely affected by or are caused by pregnancy. Such complications include but are not limited to: a) acute nephritis; b) nephrosis; c) cardiac decompensation; d) missed abortion; e) hyperemesis gravidarum; f) preeclampsia; and g) similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes: a) nonelective Cesarean sections; b) ectopic pregnancy which is terminated; and c) spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy shall not mean: a) false labor; b) occasional spotting; c) Physician prescribed rest during the period of Pregnancy; d) morning sickness; or e) similar conditions associated with the management of a difficult pregnancy, but not constituting a distinct Complication of Pregnancy.

Prescription Medicines or Drugs means any medicine or drug, under applicable state law that is dispensed only with written prescription from a Physician and has a label bearing the legend: "Caution: Federal Law prohibits the dispensing without a prescription." It is also any mixed medicine with at least one ingredient bearing the above legend.
Expense means the Usual and Customary charges for Medically Necessary treatment service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Usual and Customary Expense means an Expense which: (a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured Person's bodily Injury or Sickness which are: a) consistent with the symptoms or diagnosis; b) appropriate and accepted according to good medical practice standards; c) not primarily for the convenience of the Insured Person, Physician or other providers; and d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

The Aggregate Limit of Indemnity stated in Section 1 shall be the total limit of our liability for all coverages payable under the Policy with respect to all classes of Insured Persons arising out of Injury sustained by two or more Insured Persons as the result of any one accident. If the total of such indemnities exceed the Aggregate Limit of Indemnity, we shall not be liable to any one Insured Person for a greater proportion of such Insured Person's indemnity than said Aggregate Limit of Indemnity bears to the total indemnities afforded by the coverage to all such Insured Persons.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under this Policy in the event of a Loss.

Home Health Care Expenses means the care and treatment of an Insured who is under the care of a Physician, only if hospitalization or confinement in a skilled nursing facility as defined in title XVIII of the Social Security Act would otherwise have been required if home care was not provided, and the plan covering the Home Health Service is established and approved in writing by such Physician. Home care shall be provided by a certified home health agency possessing a valid certificate of approval issued pursuant to public health law.

SECTION 3 EFFECTIVE DATE, POLICY TERM, POLICY TERMINATION AND RENEWAL

This Policy is effective on the Effective Date in Section 1 and expires on the Expiration Date. With our consent, it may be renewed by paying the renewal premium within the grace period in Section 5 Upon 60 days' prior written notice, we may change the premium rate, but not more often than once every twelve months. We reserve the right to refuse to renew this Policy.

SECTION 4 EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The persons eligible for inclusion as Insured Persons shall be all persons denoted in classifications described in Section 1. Insurance for such eligible persons shall become effective with respect to the activity and/or trip covered and benefits designated in Section 1 on the effective date in Section 1.

The insurance for any Insured shall terminate on the earliest of the following dates:

1. The date the Policy expires.
2. The premium due date if you fail to pay the required premium for the Insured, subject to the Grace period, except as the result of inadvertent error; or
3. The date the Insured ceases to be a member of any class, as shown in Section 1.

Termination of coverage will not affect any claim, which starts before

termination.

SECTION 5 POLICY PROVISIONS

Entire Contract; Changes

This Policy and endorsements signed by the Policyholder and Insurer are the entire contract. Any change, modification or waiver of this Policy or a certificate issued under it must be in writing and signed by one of the following: our President; our Vice-President; a Secretary; or Assistant Secretary.

Grace Period

This Policy has a 31-day Grace Period. If the premium is not paid by the due date, it may be paid during the 31 days immediately following the due date. The Policy will remain in force during the Grace Period. The Grace Period does not apply:

(a) to the first premium due; or
(b) to premiums due thereafter if we have given you 60 days prior notice that we will not renew the Policy.

Notice of Claim

Notice of Claim must be given to us within 30 days after a Loss occurs or as soon thereafter as possible. The notice can be given to us: P. O. Box 2039, Glen Allen, VA 23058-2309. Notice should include the Insured Person's name and Policy Number.

Claim Forms

When we receive the Notice of Claim, we will send the Insured Proof of Loss forms. If we do not send these forms within 15 days, the Insured can meet the Proof of Loss requirement by giving us a written statement of the nature and extent of the Loss within the time limit in the Proofs of Loss section.

Proofs of Loss

Written Proof of Loss must be given to us within 90 days after such Loss. We will not deny or reduce any claim because proof is not filed within this time, if it is filed as soon as reasonably possible. In any event, the proof must be given, unless the claimant is legally incapacitated.

Time of Payment of Claims

After receiving written Proof of Loss, we will immediately pay all benefits as they accrue.

Payment of Claims

After receiving written Proof of Loss, we will pay all benefits to the Insured, if living, or at the Insured's request, to the Hospital or person rendering services. It is not required that the services be rendered by a particular Hospital or person.

Benefits for accidental death, if any, will be paid to the named beneficiary, other than the policyholder or an officer thereof, if then living. If no beneficiary is named, or the named beneficiary predeceases the insured, benefits will be paid to the Insured's estate. Discontinuance of this Policy will not prejudice any claim incurred while this Policy is in force.

Physical Examination

We, at our expense, have the right to have any Insured examined by a Physician of our choice as often as reasonably necessary while a claim is pending.

Legal Actions

No legal action may be brought to recover on this Policy: (a) within 60 days after written Proof of Loss has been given as required; or (b) after 6 years from the time written Proof of Loss is required, or after the expiration of the applicable statute of limitations, if greater.

Change of Beneficiary

The Insured can change the beneficiary at any time giving us written notice. The beneficiary's consent is not required for this or any other change in coverage.

Conformity With State Statutes

Any provisions of this Policy which, on its effective date, is in conflict with the statutes of the state in which it is issued or in which the Insured Person resides, is hereby amended to conform to the minimum requirements of such statutes.

Assignment

This Policy and an Insured's coverage may not be assigned.

Records Maintained

You must maintain adequate records of this insurance.

Examination and Audit

At any reasonable time and for any purpose relating to this Policy, your records shall be open for our inspection and audit. Such examination may be made during the Policy term; within 3 years after the policy is terminated; or until final settlement of all claims hereunder, whichever is later.

Subrogation

When benefits are paid to or for an Insured Person under the terms of this Policy, we will be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured Person once the Insured has been indemnified for his Loss, against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness that necessitated the hospitalization or the medical or the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the recovery by us of the benefits we have paid for such hospitalization and treatment and we shall pay fees and costs associated with such recovery.

Right of Recovery

Payments made by us which exceed the Covered Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder, shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made.

Workers' Compensation

This Policy is not in place of and does not affect any requirement for such coverage by workers' compensation insurance.

SECTION 6 COVERAGE

All policy benefits are as indicated in Section 1 – Schedule of Insurance and as described herein, or in riders attached to and made a part of this Policy

Accident Medical Expense Benefit

When an Insured's Injury requires:

(a) treatment by a Physician;
(b) Hospital services;
(c) services of a licensed practical nurse or RN;
(d) x-ray services;
(e) use of operating room, anesthesia (including the administration thereof), laboratory service;
(f) use of an ambulance;
(g) us of an Ambulatory Surgical Center or Ambulatory Medical Center;
(h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies, or
(i) Home Health Care Expenses,

we will pay the Expense, subject to the Coinsurance Percentage, incurred within the Benefit Period after the date of the accident that exceeds the Deductible Amount. Our payment will not exceed the Aggregate Maximum for a single accident.

The Deductible Amount, Coinsurance Percentage, Benefit Period and the Aggregate Maximum are shown in Section 1 – Schedule of Insurance. These amounts apply to each Insured.

Accidental Death and Dismemberment Benefits

Accidental Death and Dismemberment Insurance covers the Insured for a Loss as shown below. The Loss must result from an accident, directly and independently of all other causes. The accident must take place while the person is an Insured under this Policy. Also, the Loss must take place within 52 weeks after the accident.

The following table shows the amount we will pay:

For Loss of		Amount
Life		Principal
Both hands or both feet or sight of both eyes		Principal
One hand and one-foot		Principal
One hand and sight of one eye		Principal
One foot and sight of one eye		Principal
One hand or one foot or sight of one eye	½ the	Principal

The most we will pay for all Losses to an Insured as the result of one accident is the Principal shown on the Schedule.

Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable Loss of sight.

Accidental Death and Dismemberment Benefits Limitations

We will not pay for a Loss caused in any way by:

1. bodily or mental infirmity or illness;
2. infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
3. medical or surgical treatment; except for surgery which results from an accident;
4. air travel, other than as a fare-paying passenger on a scheduled commercial flight;
5. war or act of war;
6. taking part in a riot or felony; this shall not include being a victim of a felony;
7. suicide; attempted suicide or intentional self-inflicted Injury.

SECTION 7 EXCLUSIONS

The Policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
2. Services normally provided without charge by you or your employees;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
4. Suicide, attempted suicide or intentionally self-inflicted Injury;
5. Injury due to participation in a riot;
6. Cosmetic Surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other disease of the involved part;
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
8. Injury or Sickness resulting from any declared or undeclared war;
9. Injury or Sickness while in the armed forces of any country When an Insured enters such armed forces, we will refund the unearned pro rata premium to the Insured;
10. Injury or Sickness covered by any workers' compensation or occupational disease law;
11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Infections except pyogenic or bacterial infections caused wholly by a covered Injury or Sickness;
13. Hernia, unless it results from a covered Injury;
14. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
15. Claims occurring while parachuting or hang-gliding; or Injury sustained while traveling in or on any two or three-wheeled vehicle operated by a person who does not hold a valid operator's license;
16. Pre-existing Conditions as defined in Section 2, Definitions.

President

Kathleen Anne Sturgeon

Secretary

Service Address:
Markel Insurance Company
P.O. Box 3870
Glen Allen, VA 23058-3870
(800) 431-1270

Markel Insurance Company

Evanston, Illinois 60201

(A Stock Insurance Company, Herein Called the Company)

POLICY NUMBER: MAR15545

AGREES with the Policyholder, named below in consideration of the payment of the premium and subject to the Limits of liability, exclusions, conditions and other terms of the policy:
TO PAY the benefits described in Item 4, Coverage.

SECTION I SCHEDULE

1. Name of Policyholder: City of Huntsville – Volunteer Workers
   Address: PO Box 308
   Huntsville, AL 35804

2. Policy Period From: October 1, 2025 to October 1, 2026
   at 12:01 A.M. Standard Time at your mailing address shown above.

3. Class of Insured Persons: All volunteer workers of the Policyholder for whom premium has been paid.

   Description of Hazards Covered: Insured persons are covered for Injury resulting from an Accident which occurs directly from; 1) activities that are scheduled, sponsored or supervised by the policyholder; or 2) premises owned, leased or borrowed by the policyholder, or 3) travel scheduled, sponsored or supervised by the policyholder.

4. Coverage:

THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS AND RIDERS. THE BENEFIT AMOUNT SHOWN IS THE LIMIT SELECTED BY THE POLICYHOLDER. IF THE COVERAGE WAS NOT REQUESTED BY THE POLICYHOLDER, THAT IS INDICATED BY THE WORD NIL. THE PREMIUM FOR EACH COVERAGE IS ALSO SHOWN AS IS THE TOTAL PREMIUM AT THE BOTTOM OF THE SCHEDULE

COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	$250,000	INCL
ACCIDENT MEDICAL EXPENSE BENEFIT		INCL
DEDUCTIBLE AMOUNT	$25	
COINSURANCE PERCENTAGE	100%	
BENEFIT PERIOD	52 Weeks	
AGGREGATE MAXIMUM	$2,500	
ACCIDENTAL DEATH AND DISMEMBERMENT		INCL
BENEFITS PRINCIPAL SUM	$10,000	
SICKNESS MEDICAL EXPENSE BENEFIT		N/A
DEDUCTIBLE AMOUNT	NIL	
COINSURANCE PERCENTAGE	NIL	
BENEFIT PERIOD	NIL	
AGGREGATE MAXIMUM	NIL	
CATASTROPHIC INJURY BENEFIT		N/A
BENEFIT MAXIMUM	NIL	
MONTHLY INSTALLMENT	NIL	
TOTAL TEMPORARY DISABILITY BENEFIT		N/A
BENEFITS COMMENCE WITH THE	NIL DAY	
RATE PER WEEK	NIL	
PERCENT OF BASIC EARNINGS	NIL	
MAXIMUM PERIOD	NIL WEEKS	
		TOTAL: $350.00

5. Form(s) and endorsement(s) made a part of the policy at the time of issue:

MSR100 (1/95), MSR101 (1/95), MSR128AD (2/20), MSR128bp, MSR128 (1/04), MIL1214 (09/17), MPIL1007 (3/14), MPIL1083(4/15), PN-MEP(2/09)

Countersigned by John K. Clarke
Licensed Resident Agent

BLANKET ACCIDENT AND HEALTH POLICY

MSR 101 (1/95)

Markel Insurance Company

Endorsement No. 1

Markel Insurance Company's address is hereby changed to:

Markel Insurance Company
10275 West Higgins Road, Suite 750
Rosemont, Illinois 60018

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2025 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers

President

Secretary

MSR128-AD (2/20)

Markel Insurance Company

Endorsement No. 2

It is hereby understood and agreed:

SECTION 2, DEFINITIONS:

"Benefit Period" means the time during which an Insured Person's incurred expense for a covered injury or sickness is eligible for reimbursement. The "Benefit Period" selected starts on the date of the accident for an injury or the date of the first treatment for a sickness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2025 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers

President

Kathleen Anne Sturgeon

Secretary

MSR128bp

Markel Insurance Company

Endorsement No. 3

For the premium charged and paid it is agreed that:

MSR100, SECTION 2, DEFINITIONS:

ADD: Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in Injury to an Insured Person. Accident does not include a Loss due to or contributed to by disease or Sickness.

This rider is attached to and becomes a part of this Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2025 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers

President

Kathleen Anne Sturgeon

Secretary

MSR128 (1/04)

Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

MIL 1214 09 17

Markel Insurance Company

NOTICE TO POLICYHOLDERS

The policy to which this notice is attached is subject to a minimum, fully earned premium of $350.

Should you have any questions regarding this, such questions should be directed to us (the Company) or to your agent.

PN-MEP(2/09)

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Markel Insurance Company

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

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Markel Insurance Company

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-896

Department: Human Resources

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

Resolution authorizing the Mayor to execute the application for excess workers compensation insurance with Safety National Casualty Corporation.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $358,845

Total Cost: $358,845

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6013

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the application for excess workers compensation insurance with Safety National Casualty Corporation.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: $358,845

Total Cost: $358,845

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-____

WHEREAS the City of Huntsville, wishes to renew an agreement for excess workers compensation insurance coverage with Safety National Casualty Corporation; and

WHEREAS, the City desires to commence the agreement with Safety National Casualty Corporation on October 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute the application for excess workers compensation insurance with Safety National Casualty Corporation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Application for Excess Worker's Compensation" and related documents consisting of consisting of twenty-seven (27) pages and 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 15th day of September, 2025.

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the 15th day of September, 2025.

_____

Mayor of the City of

Huntsville, Alabama

MARSH & McLENNAN AGENCY
LOCALLY KNOWN AS J SMITH LANIER & CO

Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806-2300
256-890-9000
www.marshmma.com

CONFIRMATION OF COVERAGE

NAMED INSURED EMPLOYER:	CITY OF HUNTSVILLE, AL
ADDRESS:	P.O. BOX 305 HUNTSVILLE, AL 35804
POLICY NUMBER:	To Be Determined
TYPE OF INSURANCE:	Specific Excess Workers' Compensation and Employers Liability Insurance
LOCATION:	ALABAMA
POLICY LIABILITY PERIOD:	October 1, 2025 through October 1, 2026
REPORTING PERIOD:	October 1, 2025 through October 1, 2026

This Confirmation of Coverage is issued with the authority of the Markel Insurance Company. This confirmation of Coverage is effective October 01, 2025 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Specific Excess Workers' Compensation and Employers Liability Insurance Policy Agreement when issued by Safety National Casualty Corporation.

Self-Insured Retention per Occurrence for Police Officers:	$750,000
Self-Insured Retention per Occurrence for Firefighters:	$750,000
Self-Insured Retention per Occurrence for All Others:	$750,000
Maximum Limit of Idemnity per Occurrence:	Statutory
Employers' Liability Maximum Limit of Indemnity per Occurrence:	$1,000,000
Premium Rate:	per $100 of Payroll
Deposit Premium for the Payroll Reporting Period:	$377,732
Minimum Premium for Liability Period:	$358,845

ISSUED AT ST. LOUIS, MO

SIGNED: James D. Thornton DATE: 8/27/25

James D Thornton, CIC
Vice President

ACCEPTED ON BEHALF OF:
CITY OF HUNTSVILLE

SIGNED: _____ DATE: _____

Tommy Battle, Mayor

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Excess Wokers' Compensatiom	10/01/25
Blanket Accident Policy	10/01/25

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

_____

_____

_____

_____

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

CORVEL

APPLICATION FOR EXCESS WORKERS COMPENSATION

APPLICANT'S NAME: City of Huntsville, Alabama
(Exact name(s) to appear on contract)
Address: P.O. Box 308 Huntsville, AL 35804-0308

FEIN# 63-6001296 Quote need by date:
States in which the applicant has qualified for self insurance: Alabama
How long has applicant been self insured: Since April 1, 1981
Description of Operations: Municipality
Describe any changes in operations that have occurred or are planned: N/A

PRESENT PROGRAM:

Carrier: Safety National Casualty Corporation Expiration: October 1, 2025
Specific Limits: Statutory Retention: $750,000 Employers' Liability Limit: $1,000,000
Aggregate Limit: N/A Aggregate Retention: N/A
Endorsements: Voluntary Compensation Endorsement – Premium Delineation, Broad Form All States for Employee Travel, AL Notice Requirements, Policyholder Disclosure Notice of Terrorism Insurance Coverage

DESIRED PROGRAM:

Specific Limits: Retention: Employers' Liability Limit:
Aggregate Limit: Aggregate Retention:
Options:
Endorsements:

INSURED'S CLAIM MANAGEMENT:

Name of Insured Claims Contact: Kimon Washington
Address: 2227 Drake Avenue, Suite 26 Huntsville, AL 35805 Telephone: 256-883-3726

CLAIMS ADMINISTRATION:

Name of Claims Provider: CorVel Corporation
Name of Claims Manager: Christine McKenzie
Address: 1 Chase Corporate Drive, Suite 215, Birmingham, AL 35244 Telephone: 205-352-6899
Services Provided: Claims Administration
How long has Company held contract: Since 10/1/17

APPLICANT'S NAME: City of Huntsville, Alabama

ADDITIONAL EXPOSURE INFORMATION:

If there are any "YES" responses to the following, please provide a detailed description of exposure.

YES	NO	
X		Are there any occupational disease exposures involved in the applicant's operation?
	X	Are there any exposures to Human Immunodeficiency Virus (HIV) or have any cases of AIDS related complex (ARC) been diagnosed within the past five years?
	X	Has the applicant had any OSHA or State OSHA violations within the past 5 years?
	X	Have there been any Employers Liability Claims against the Applicant?
	X	Are any employees subject to the Longshoremen and Harborworker's Act?
	X	Are any employees subject to the Jones Act?
	X	Are any employees subject to the Federal Employers Liability Act?
X		Do the operations of the applicant involve volunteer labor or leased employee?
X		Does the applicant have any foreign operations or employees who travel to foreign Countries?
X		Does the applicant perform any underground, subaqueous or tunneling operations?
X		Do the operations of the applicant involve exposure to heights?
X		Is the applicant engaged in the production, refining, distribution or storage of explosives or explosive substances?
X		Do the operations of the applicant involve exposure to toxic chemicals?
	X	Is the applicant engaged in manufacture, production, refining, storage, distribution or transportation of gasses, gasoline, or flammables?
	X	Has any plant or facility closed in the past 5 years?
X		Does the applicant have any exposure to burns?
	X	Has the applicant been cancelled or non-renewed in the past 5 years?
X		Does the applicant own or lease commercial autos? (If yes, complete the Supplemental Application)
	X	Does the applicant own, lease or charter aircraft? (If yes, complete the Supplemental Application)
	X	Does the applicant own, lease or charter watercraft? (If yes, complete the Supplemental Application)

APPLICANT'S NAME: City of Huntsville, Alabama

INTERNAL CLAIMS CONTROL:

1. Explain your claim reporting guidelines to the TPA and how claims are reported (i.e. timeframe, reporting mechanism). We report accidents and injuries according to Alabama Workers' Compensation Law within five (5) days of the accident. Reporting is done by e-mail.

2. Describe your staffing for internal claims administration. What are the related responsibilities and duties? Claims Technician: Receives First Reports of Injury; liaison between treating physician and injured employee; consults with TPA on management of claims; directs injured employee to treating physician; communicates with physician on treatment recommendations, submits narrative, doctor's notes, and invoices for treatment to TPA; distributes temporary total disability checks to employees on loss time; follows established protocols and works with authorized treating physicians and facilities to coordinate referrals.

3. Explain what PPO, Pharmacy Management, Medical Bill Review, Nurse Case Management etc. services you utilize.

- CorVel utilizes their own PPO network of providers. They have over 750,000 providers in their network nationwide and are growing.
- Their CorVel Pharmacy Solutions Team partners with CareMark to manage prescriptions and payments.
- Medical Bill Review—CorVel has its own in-house Bill Review
- Nurse Case Management—CorVel hires nurses with the medical expertise required to get an injured worker back to work as soon as possible.
- Utilization Review- Their offices are URAC certified for quality reviews.
- They provide Medicare Set Aside services as well as Medicare Conditional Payment services. These nurses are experts in dealing with Medicare and their timetables as well as staying on top of any rule changes.
- Medication Review Team—these doctors and pharmacists interface with the injured workers providers to bring about healthy changes in prescription practices for those claimants who have high morphine equivalency scores or exhibit other high-risk behaviors.
- Claims Management—Claims teams in every state handle claims for that state.

4. Explain how initial medical attention and direction is given to the injured worker. Injured employees are instructed to contact the 24/7 nurse via telephone call. The 24/7 nurse either directs Employee to Occupational Health Group, Huntsville Hospital ER, or directs them on self-care and first aid Depending on the severity of the injury. The physicians at OHG specialize in occupational health medicine.

5. Describe your frequency of communication with your TPA and what issues are covered. The City's claims technician communicates with the TPA daily. Issues that are covered include temporary total disability payments, medical bills, physician brief reports, medical referrals, and any other concerns that need to be addressed.

6. Describe the return-to-work program from a departmental and organizational standpoint. Based on the authorized treating physician's opinion, employees who have been out of work on workers' compensation may return to work either full duty with no restrictions or be placed on restricted duty. If the department has work that can accommodate the employee's restrictions, that employee can work within those Guidelines. If there is no work within the department that can accommodate the employee's restrictions, and the Employee has reached maximum medical improvement (MMI), the employee may be sent home and can

use Accrued leave until a determination can be made about the employee's work status.

LOSS CONTROL INFORMATION:

Yes	No	
X		Pre-employment physical performed?
X		Documentation of pre-existing injuries and/or medical conditions?
X		Substance abuse testing performed?
X		Return to work programs in place?
X		Is there a Formal Safety Program and Safety Manual in place?

LOSS PREVENTION INFORMATION CONTINUED:

1. Do you have a dedicated staff (including safety committees) to handle safety initiatives, and if so, what are their responsibilities. Department heads have the responsibility of ensuring compliance with all safety policies and procedures pursuant to the respective departments.

2. Describe your safety program, including employee involvement and management commitment. It is the policy of The City of Huntsville to provide employees with a safe working environment. All employees should maintain an attitude toward safety and take precautions to prevent accidents.

3. Explain your accident reporting and investigative procedures. Accidents are reported to the State of Alabama within the five-day reporting period, and investigate procedures are done by individual departments if it appears a safety issue was violated and suspicious claims are investigated by our TPA, CorVel

4. Describe your employee safety-training program. Each City department is responsible for safety indoctrination, and may provide additional training if necessary. Additionally, CorVel provides a Safety Officer who visits the different departments quarterly offering advice for noted safety issues and for preventitive measures.

5. Over the last 5 years, what major loss prevention initiatives have you instituted that you feel have had a significant effect on reducing loss exposure or safety culture. (Please indicate when these initiatives were incorporated into your existing processes.) In 2008, The City's Employee Health Clinic began giving classes on weight loss, smoking cessation classes, they began a program for cardiac screenings, blood pressure screening, cholesterol screenings, and glucose monitoring believing that a healthy employee is less likely to injure themselves and, when injured, recovers at a faster pace.

6. Do you have any incentive programs for management and employees incorporating safety and program results? We have a Safety Incentive Awards Program.

Eligibility Criteria

Low Risk:

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or safety incentive awards.

Employee must not have a positive drug or alcohol test.

Medium Risk:

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or annual safety incentive awards.

Employee does not have or cause a preventable accident, either equipment damage or bodily injury, through their own negligence or carelessness.

Employee eligibility for safety incentive awards shall be determined at the discretion of the Department Head.

Employee must not have a positive drug or alcohol test.

High Risk:

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or annual safety incentive awards.

Employee does not have or cause a preventable accident, either equipment damage or bodily injury, through their own negligence or carelessness.

Employee eligibility for safety incentive awards shall be determined at the discretion of the Department Head.

Employee must not have a positive drug or alcohol test.

CITY OF HUNTSVILLE
Human Resources Department
308 Fountain Circle
Huntsville, AL 35801

Telephone: 256.427.5240
Fax: 256.427.5245

Safety Incentive Awards Program

Tommy Battle,
Mayor

HUNTSVILLE
The Star of Alabama

Telephone: 256.427.5240

Fax: 256.427.5245

Safety Incentive Awards Program

Objective

The Safety Incentive Awards Program is established for the purpose of promoting safety awareness, injury/accident prevention, and safety recognition within the workforce on a city-wide and departmental basis, annually and quarterly respectively.

Goals

The goals of this program are to instill within each employee the responsibility of safety within the work environment and reward employees who perform their job tasks in a safe manner. In addition, the program shall serve a public purpose in that it is expected to significantly reduce costs or improve public services.

Definitions

(A) Low Risk Classification

An employee whose position requires minimal or no exposure to potential hazardous environments or substances;

(B) Medium Risk Classification

An employee whose position requires intermittent or occasional work in potentially hazardous environments or with hazardous substances; and

(C) High Risk Classification

An employee whose position requires direct work in potentially hazardous environments or with hazardous substances on a routine basis.

Annual Recognition Programs

(A) The annual Employee Safety Recognition and Incentive Program shall provide monetary awards to regular, full-time and regular, part-time employees based upon their high, medium or low risk classification. Eligible regular, full-time employees shall receive the following annual monetary awards based upon their risk classification:

$100 – High Risk Classification
$75 – Medium Risk Classification
$50 – Low Risk Classification

Eligible regular, part-time employees shall receive one-half of the above annual monetary awards based upon their designated risk classification.

(B) The "SAFE" Recognition Program shall recognize regular, full-time and regular, part-time employees who remain injury and/or accident free for the entire fiscal year. Eligible employees, who remain injury and/or accident free at the conclusion of each quarter of the fiscal year, shall be eligible for participation in the program.

The letter "S" will be awarded for the 1st fiscal quarter, the letter "A" for the 2nd fiscal quarter, the letter "F" for the 3rd fiscal quarter and the letter "E" for the 4th fiscal quarter to those employees that meet the eligibility criteria. The fiscal quarters shall be defined as follows:

October – December	"S"
January – March	"A"
April – June	"F"
July – September	"E"

Employees receiving all of the letters for each fiscal quarter shall be eligible for grand prize drawings, as determined by the Administration. Employees must be employed by the City of Huntsville for the entire fiscal year to be eligible for participation in the "SAFE" Recognition Program.

Program Criteria

All employees, whether full-time or part-time, excluding Elected Officials, Appointed Officials and Department Heads, will be eligible for participation in the Safety Incentive Awards Program.

Participation in the annual awards is restricted to employees, other than temporary employees, who have been employed the preceding full year and who have worked at least fifty (50%) of the work hours in the preceding year.

For quarterly awards, employees must have been employed for the entire quarter and must have performed normal work duties for at least fifty (50%) of the work hours during the quarter. Temporary employees are only eligible for quarterly awards.

No Safety Incentive Awards will be given if Actual Losses exceed total Projected (Budgetary) Losses for the fiscal year.

City of Huntsville Workmans Compensation
10/1/2024 - 9/30/2025 Estimated Payroll

Run Date: 7/1/2025

Comp. Code	No. Employee	Estimated Payroll
0042 - LANDSCAPE GARDEN & DRIVERS	234	$9,274,274.65
3064 - SIGN MANUFACTURING - METAL	1	$12,607.41
5506 - STREET OR ROAD CONSTRUCTION	118	$4,841,529.02
5606 - CONTRACTOR - EXEC SUPERVISOR	1	$82,413.75
6306 - SEWER CONSTRUCTION & DRIVERS	49	$2,409,404.00
6325 - CONDUIT CONSTRUCTION FOR CABLE	20	$1,080,882.11
7382 - BUS COMPANY ALL OTHER & DRIVER	108	$3,291,054.08
7580 - SEWAGE DISPOSAL PLANT OPER	90	$6,632,838.04
7590 - GARBAGE WORKS.	146	$6,200,446.29
7704 - FIREFIGHTERS & DRIVERS	459	$28,437,644.89
7710 - FIREFIGHTERS & DRIVERS	2	$48,405.80
7720 - POLICE OFFICERS & DRIVERS	614	$42,805,135.37
8380 - AUTOMOBILE SERVICE OR REPAIR C	49	$3,274,872.74
8392 - AUTO STORAGE GARAGE OR PARKING	12	$516,069.80
8742 - SALES, COLLECTORS, MSSGRS	32	$350,123.49
8810 - CLERICAL OFFICE EMP NOC	708	$38,592,129.52
8820 - ATTORNEY - ALL EES, & DRIVERS	14	$1,503,273.32
8831 - HOSPITAL - VETERINARY & DRIVER	47	$2,010,265.48
9015 - BUILDING - OPERATION BY OWNER	55	$2,480,492.11
9101 - COLLEGE OR SCHOOL - ALL	24	$344,749.12
9102 - PARK NOC - ALL EMPS & DRIVERS	215	$6,449,722.37
9220 - CEMETARY OPERATION & DRIVERS	16	$558,850.59
9402 - STREET CLEANING & DRIVERS	15	$617,764.02
9403 - GARBAGE COLLECTION & DRIVERS	48	$1,329,163.11
9410 - MUNICIPAL, TOWNSHIP EMPS NOC	66	$4,717,740.92
9554 - SIGN INSTALLATION, REPAIR	18	$768,340.31
Total	**3005**	**$168,630,192.30**

VEHICLE SUPPLEMENTAL APPLICATION

1.

Number of owned or leased vehicles	1499
Passenger Cars	512
Extended Vans	60
Buses	26
Med to Heavy Trucks	403
Truck Tractors	3
Police Cars	411
Ambulances	0
Fire Trucks	44
Golf Carts and ATV's	40

2. Each department has their own vehicle, and it is up to each department to determine who in that department is allowed access to their vehicle.

Number of Police Department Drivers	483
Number of Fire Department Drivers	164

3. The city does not have any Owner-Operators.

4. On call staff and police officers who live within Madison County can drive their vehicles home.

5. The City of Huntsville is a municipality and the operations here are those to ensure the upkeep of the city. Landscaping, paving, sewer, water pollution control, garbage pick-up, fire and rescue, police, traffic engineering, and the support staff to help carry out these functions.

6. The average radius of travel is 20 miles with a maximum radius of 100 miles. Trips are confined to the State of Alabama. Throughout the city there is daily travel and the number of people per unit varies by department with a maximum of 4-6.

7. The city does not hold intrastate and/or interstate licenses to haul for others.

8. The city does not backhaul any goods for others.

Employee Concentration Worksheet

Name of Applicant: City of Huntsville, Alabama
Policy Effective Date: 10/1/2025 - 09/30/2026
Valuation Date:

Building Construction Code

1= Wood Frame	4= Reinforced Concrete
2= All Metal	5= Concrete Brick/Block
3= Steel Frame	6= Earthquake Resistant

Please provide COMPLETE PHYSICAL ADDRESS along with employee count, # of shifts, floors occupied and # of stories per location columns K through R

For any location with over 100 employees, complete

Please use the bulding construction code list above to complete column O

LIST OF ALL LOCATIONS

					F	G	H	I	J	K	L	M	N	O	P	Q	R
Location Name	Location Address	City	State	Zip Code	# of Emps	# of Shifts	Floors Occupied (2nd, 5th, etc)	# of Stories	Hours of Operation	# Emps Per Floor	# Emps on Shift 1	# Emps on Shift 2	# Emps on Shift 3	Building Construction Code (See list Above)	Year Built	Year of Upgrade	Building retro-fitted for EQ? Yes/No
City Hall	305 Fountain Circle	Huntsville	AL	35801	54	1	1st Floor	7	0800 -1700		24			5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	17	1	2nd Floor	7	0800 -1700		17			5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	83	1	3rd Floor	7	0800 -1700		82			5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	80	2	4th Floor	7	0800 -1700		46	34		5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	58	1	5th Floor	7	0800 -1700		37			5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	3	1	6th Floor	7	0800 -1700		3			5	2024		
City Hall	305 Fountain Circle	Huntsville	AL	35801	16	1	7th Floor	7	0800 -1700		16			5	2024		
Public Works Oper Admin	4209 East Schrimsher	Huntsville	AL	35805	18	1	1	1	0600 - 1600	18	18	0	0	2			
Public Works North Mtce.	2834 Jordan Lane	Huntsville	AL	35805	36	1	1	1	0600 - 1600	36	36	0	0	2			
Public Works	4240 East Schrimsher	Huntsville	AL	35805	50	1	1	1	0600 - 1600	50	50	0	0	2			
Sanitation Headquarters	4205 East Schrimsher	Huntsville	AL	35805	125	1	1	1	0600 - 1600	125	125	0	0	2			
Cemetery Main Office	203 Maple Hill Drive	Huntsville	AL	35801	4	1	1	1	0700-1600	4	4	0	0				
Cemetery Maintenance Building	203 Maple Hill Drive	Huntsville	AL	35801	14	1	1	1	0630-1630	14	14	0	0				
Traffic Engineering	2100 Clinton Avenue	Huntsville	AL	35805	40	1	1	1	0630 - 1700	40	1	0	0	2			No
DOT Main Office	500 B Church Street	Huntsville	AL	35801	28	2	1 & 2	2	0545 - 2130	15 on 1st 13 on 2nd	22	6	N/A	5	2003	N/A	No
WPC Administration	1800 Vermont Road	Huntsville	AL	35802	18												
WPC Maintenance	1800 Vermont Road	Huntsville	AL	35802	1												
WPC Plants 1 & 3	1800 Vermont Road	Huntsville	AL	35802	2												
WPC Plant 2	13331 S Memorial Pkwy	Huntsville	AL	35803	1												
WPC Plant 4	733 Landers Circle	Madison	AL	35758	1												
WPC Plant 5	909 Wes Taylor Road	Ryland	AL	35767	1												
WPC Plant 6	260 Roundbar Drive	Brownsboro	AL	35741	1												
Monte Sano Sewer Maintenance	1008 Monte Sano Bouleva	Huntsville	AL	35801	2												
WPC New Construction	1800 Vermont Road	Huntsville	AL	35802	2												
WPC Inventory	1420 Jake Drive	Huntsville	AL	35802	3												
Facilities Projects	305 Fountain Circle	Huntsville	AL	35801	10	1	5	7	0700 - 1700		10			4	2024		No
General Services Admin	305 Fountain Circle	Huntsville	AL	35801	4	1	5	7	0700 - 1700		4			4	2024		No
General Services Janitorial	615 Washington St (C)	Huntsville	AL	35801	15	2	1	1	0700 - 0000		9	6		2			No
General Services Maintenance	615 Washington St (B)	Huntsville	AL	35801	25	2	1	1	0700 - 2330		23	2		2			No
General Services Maintenance Admin	615 Washington St (A)	Huntsville	AL	35801	7	1	1	1	0700 - 1600		7			1			
Fire Station #1	2110 Clinton Avenue	Huntsville	AL	35801	51	3	2	2			17	17	17				
Fire Station #2	2002 Lee High Drive	Huntsville	AL	35811	24	3	1	1			8	8	8				
Fire Station #3	2309 Jordan Lane	Huntsville	AL	35805	15	3	1	1			5	5	5				
Fire Station #4	911 Monte Sano Blvd	Huntsville	AL	35801	12	3	1	1			4	4	4				
Fire Station #5	2503 University Drive	Huntsville	AL	35816	27	3	1	1			9	9	9				
Fire Station #6	2810 Drake Ave SW	Huntsville	AL	35801	27	3	1	1			9	9	9				
Fire Station #7	2920 SW Green Cove Rd	Huntsville	AL	35802	12	3	1	1			4	4	4				
Fire Station #8	4012 North Parkway	Huntsville	AL	35810	24	3	1	1			8	8	8				
Fire Station #9	7200 Hickory Hill Lane	Huntsville	AL	35803	15	3	1	1			5	5	5				
Fire Station #10	5006 Pulaski Pike	Huntsville	AL	35810	15	3	1	1			5	5	5				
Fire Station #11	530 Martin Road	Huntsville	AL	35809	24	3	1	1			8	8	8				
Fire Station #12	305 Wynn Drive	Huntsville	AL	35805	30	3	1	1			10	10	10				
Fire Station #14	817 Mountain Gap Road	Huntsville	AL	35803	15	3	1	1			5	5	5				
Fire Station #15	4801 Sparkman Drive	Huntsville	AL	35810	24	3	1	1			8	8	8				
Fire Station #16	150 Jeff Road	Huntsville	AL	35758	15	3	1	1			5	5	5				
Fire Station #17	295 Old Highway 431	Huntsville	AL	35810	12	3	1	1			4	4	4				

Location Name	Location Address	City	State	Zip Code	# of Emps	# of Shifts	Floors Occupied (2nd, 5th, etc)	# of Stories	Hours of Operation	# Emps Per Floor	# Emps on Shift 1	# Emps on Shift 2	# Emps on Shift 3	Building Construction Code (See list Above)	Year Built	Year of Upgrade	Building retro-fitted for EQ? Yes/No
Fire Station #18	6535 Greenbriar Road	Madison	AL	35758	24	3	1	1			8	8	8				
Fire Station #19	2455 Old Big Cove Rd	Owens Cross	AL	35763	12	3	1	1			4	4	4				
Fire Station #20	13175 Burgreen RD	Madison	Al	35756	15	3	1	1			5	5	5				
Fire Academy	5365 Triana Blvd	Huntsville	AL	35805	10	1	1	1									
Fire Administration	2110 Clinton Avenue	Huntsville	AL	35801	8	1	1	1									
Fire Supply	2218 Hall Ave NW	Huntsville	AL	35756	15	3	1	1									
911 Center	1570 Old Monrovia Rd	Huntsville	AL	35806	21	3	1	1		21	9	6	6				
Public Safety Complex / ITS	815 Wheeler Avenue	Huntsville	AL	35801	57	3	1		24/7	57	varies	varies	varies				
Animal Control Facility	4950 Triana Boulevard	Huntsville	AL	35801	50	2	1	1	M, W, Th, F: 0800 - 1700 TUE: 0800 - 1800 SAT, SUN: 0630 - 1530								
Health and Wellness Center	2227 Drake Ave Ste 26	Huntsville	AL	35805	5	1	1	1	Mon - Fri								
Academy Firing Range	325 Wall Triana Hwy	Madison	AL	35756	2	1	1st	1	Mon - Fri								
Communications 911 Call Center	5827 Oakwood Road	Huntsville	AL	35806	38	3	1st	1	24/7								
Criminal Investigations Division	2820 Holmes Ave	Huntsville	AL	35816	52	1	1st, 2nd	2	varies								
Internal Affairs	820 N Memorial Pkwy	Huntsville	AL	35801	7	1	1st	1	varies								
North Precinct	4014 N Memorial Pkwy	Huntsville	AL	35810	14	3	1st	1	24/7								
Police Child Advocacy	210 Pratt Avenue, Ste B	Huntsville	AL	35801	10	1	1st	1	Mon - Fri								
Police Supply / ITS	707 Fiber Street	Huntsville	AL	35801	12	1	1st	1	Mon - Fri								
Public Safety Academy	5365 Triana Blvd	Huntsville	AL	35801	13	1	1st	1	Mon - Fri								
Public Safety Complex / ITS	815 Wheeler Avenue	Huntsville	AL	35801	82	3	1st, 2nd	2	24/7								
SORNA	715 B Wheeler Ave	Huntsville	AL	35801	1	1	1st	1	Mon - Fri								
South Precinct / Special Ops	7900 Bailey Cove Road Suite 9	Huntsville	AL	35802	12	3	1st	1	24/7								
Special Ops	2320 1st St SW	Huntsville	AL	35805	12	1	1st	1	Mon - Fri								
Special Ops K-9 Range	5365 Triana Blvd	Huntsville	AL	35801	2	3	1st	1	varies								
STAC/Narcotics	807 Shaney Drive	Huntsville	AL	35801	21	3	1st	1	varies								
TN Valley Regional Computer Forensic Library	3334 G Wells Road	Huntsville	AL	35808	0												
West Police Precinct/Fire Ad	2110 Clinton Avenue	Huntsville	AL	35801	13	3	1st	1	24/7								
Landscape Management West Mtn.	3143-D Lodge Road	Huntsville	AL	35805	25	1	1	0	0600 - 1600	25	25	0	0				
Landscape Management North Mtce.	3143-C Lodge Road	Huntsville	AL	35805	32	1	1	0	0600 - 1600	32	32	0	0				
Landscape Admin/ Green Team/ Work Release	2405 9th Avenue	Huntsville	AL	35805	7	1	1	0	0600 - 1600	7	7	0	0				
Landscape (Special Events/Horticulture)	2405 9th Avenue	Huntsville	AL	35801	23	1	1	2	0600 - 1600	23	23	0	0				
Landscape South Mtn.	3242-F Leeman Ferry	Huntsville	AL	35810	33	1	1	2	0600 - 1600	33	33	0	0				
Landscape Sports District	3242-C Leeman Ferry	Hsv	AL	35801	23	1	1	2	0600 - 1600	23	23	0	0				
Landscape John Hunt Park	1921 Golf Rd	Hsv	AL	35802	17	1	1	2	0600 - 1600	17	17	0	0				
Hays Nature Preserve	7161 US-431	Owens Cross	AL	35763	6	1	1	0	0600 - 1600	6	6	0	0				
Brahan Spring Rec Center	3770 Ivy Avenue	Huntsville	AL	35805	6	2	2	2	M-F 0800 - 2000 Sat 0900 - 1300 Sun1300 - 1700								
Calvary Hill Center	2900 Fairbanks Avenue	Huntsville	AL	35810	8	2	1	1	M-F 0800 - 2100 Sat 0900 - 1400								
Challenger Gym	13555 Chaney Thompson	Huntsville	AL	35803	3	1	1	1	Summer 0900 - 1800 School Year 1130 - 2000								
Dr. Richard Showers Center	4600 Blue Spring Road	Huntsville	AL	35810	11	2	2	2	M-F 0800 -2000 Sat 0800 - 1700 Sun 1300 - 1700								
Dr. Richard Showers Pool	4600 Blue Spring Road	Huntsville	AL	35810	11	2	2	2	M-F 0700 -1800 Sat 1000 - 1400								
Fern Bell Rec Center	107-A Sanders Drive	Huntsville	AL	35802	7	2	1	1	M-F 0800 - 2100 Sat 0900 - 1300 Sun 1300 - 1700								
Goldsmith - Schiffman Gym	1210 Taylor Road	Huntsville	AL	35763	2	1	1	1	Basketball Season 1530 - 2100								
Huntsville Aquatic Center	2213 Drake Avenue	Huntsville	AL	35805	29	2	2	2	M-F 0730 - 1900 Sat 1000 - 1600 Sun 1200 - 1600								
Jaycee Building	2180 Airport Road	Huntsville	AL	35801	3	1	1	1	Varies								

Location Name	Location Address	City	State	Zip Code	# of Emps	# of Shifts	Floors Occupied (2nd, 5th, etc)	# of Stories	Hours of Operation	# Emps Per Floor	# Emps on Shift 1	# Emps on Shift 2	# Emps on Shift 3	Building Construction Code (See list Above)	Year Built	Year of Upgrade	Building retro-fitted for EQ? Yes/No
Johnson Legacy Center	6000 Cecil Fain Drive	Huntsville	AL	35810	14	2	1	1	M-F 0700 - 2000 Sat 0800 - 1400 Sun 1300 - 1700								
Max Luther	207 Max Luther Drive	Huntsville	AL	35811	7	1	2	2	M-F 0800 - 1800								
Merrimack Soccer Complex	3501 Triana Blvd	Huntsville	AL	35805	5	2	1	1	M-F 0900 - 2100 Sat & Sun 1000 - 1600								
Metro Kiwanis Sportsplex	3590 Patton Road	Huntsville	AL	35805	5	1	2	2	Varies								
Optimist Recreation Center	709 Oakwood Ave.	Huntsville	AL	35811	6	2	1	1	M-F 0800 - 2100 Sat 0900 - 1300								
Parks & Recreation Admin	2411 9th Ave SW	Huntsville	AL	35805	16	1	2	2	M-F 0800 - 1700								
Raymond Jones	2020 Steve Hellinger Dr	Huntsville	AL	35805	23	1	1	1	0800 - 1630 Security until Midnight								
Burritt Museum/ Mansion	3101 Burritt Drive	Huntsville	AL	35801	3	1	1st	2	0900 - 1700	2				1	1938		
Burritt Museum/Baron Bluff	3101 Burritt Drive	Huntsville	AL	35801	8	2	1st	1	0900 - 2200	2	2	1		1	2012		
Burritt Museum/Josies	3101 Burritt Drive	Huntsville	AL	35801	6	1	1st	1	0900 - 1700	2	2			1	1985	2005	
Burritt Museum/Office	3101 Burritt Drive	Huntsville	AL	35801	6	1	1st	1	0900 - 1700	6	6			1	1994		
Burritt Museum/Maint Bldge	3101 Burritt Drive	Huntsville	AL	35801	1	1	2nd	2	0900 - 1700	1	1			1	1995		
Burritt Museum/Schoolhouse	3101 Burritt Drive	Huntsville	AL	35801	5	1	1st	1	0900 - 1700	5	5			1	2017		
Burritt Museum/Historic Park Bldg	3101 Burritt Drive	Huntsville	AL	35801	1	1	1st	1	0900 - 1700	1	1			1	2023		
Alabama Constitution Village	109 Gates Avenue	Huntsville	AL	35801	5	1st, 2nd	1st, 2nd	2	Mon-Sat 0800 - 1600 *occasional evening hours for holiday programs and special events								
Early Works Museum	404 Madison Street	Huntsville	AL	35801	40	1st, 2nd	1st, 2nd	2	Mon-Sat 0800 - 1700 Sun 1000 - 1600 *occasional evening hours for holiday programs and special events								
Historic Huntsville Depot	320 Church Street	Huntsville	AL	35801	0	0	NA	2	N/A								
Fleet Services	2739 Johnson Road	Huntsville	AL	35804	40	1		1	0630 - 1530								
Fleet Services	3242 Leeman Ferry Rd D	Huntsville	AL	35805	6	1		1	0630 - 1530								

APPLICANT'S NAME: City of Huntsville, Alabama

Completion of this application creates no obligation upon the applicant to accept insurance or upon the company to offer such insurance; however, in the event that such is accepted by the applicant or that it is issued by the company, this application will form the basis for that acceptance and issuance.

Florida — *Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.*

Louisiana — *Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.*

Maryland — *Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.*

New Jersey — *Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.*

New York — *Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.*

Washington — *It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.*

Other States — *Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.*

Applicant:	City of Huntsville, Alabama	Name:	Kimon Washington
Address:	P.O. Box 308 Huntsville, AL 35804	Title:	Health Center Resource and Program Manager
Date:	9/12/25	Signature:	K Kimon Washington

Form WCSI–3
Rev. 6–78

STATE OF ALABAMA
DEPARTMENT OF INDUSTRIAL RELATIONS
Workmen's Compensation Division
Montgomery, Alabama 36130

Certificate No. 1340 Issued: April 1, 19 81

CERTIFICATE AUTHORIZING EMPLOYER TO OPERATE AS A SELF-INSURER UNDER THE ALABAMA WORKMEN'S COMPENSATION LAW, AS AMENDED

This is to certify that CITY OF HUNTSVILLE
(Name of Employer)

of P. O. Box 308, Huntsville, Alabama 35804
(Address)

engaged in the business of a municipal corporation

located in Madison County
(Place of Business)

being subject to the provisions of the Alabama Workmen's Compensation Law, has complied with Section 25-5-8 of said Law, and has made proof to the satisfaction of the Director of Industrial Relations that said employer has the financial ability to pay compensation direct in the amount and manner and when due, as provided in said Law. Further, at the close of each operating year, the employer agrees to mail to the Director of Industrial Relations a copy of the employer's annual report, statement of assets and liabilities. or other acceptable evidence of the employer's ability to continue self-insurance under the Workmen's Compensation Law.

This certificate is issued under the provisions of Section 25-5-8 of said Law, as amended, and shall run continuously until revoked by the Director of Industrial Relations, as provided in said Section.

DEPARTMENT OF INDUSTRIAL RELATIONS

By William J. Davis Director

Attest: Marcus A. Davis
Marcus A. Davis (Workmen's Compensation Division)

MarshMcLennan Agency

Proposal for Insurance Services

City of Huntsville

Effective:

10/01/2025

Presented By:

Jimmy Thornton, CIC

Your future is limitless.

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806
Phone: 256-890-9000
Fax: 256-890-9070

Insurance Placement Administration	
Producer: Jimmy Thornton, CIC Vice President	Phone: 256-890-9061 - Email: Jimmy.Thornton@MarshMMA.com Mobile: 256-656-1108
Account Manager: Susan B Kerr, AAI Client Manager	Phone: 256-890-9050 Email: Susan.Kerr@MarshMMA.com
Consultative Claims Services	
MMA Southeast Claims Advocacy Team	Phone: 800-295-8179 Email: mmaseclaims@marshmma.com After Hours Claims #: 800-295-8179
Claims Representative: Jennifer Goodwin Connie Gean	Jennifer.Goodwin@MarshMMA.com Connie.Gean@MarshMMA.com Phone: 256-890-9000

Premium Summary and Comparison

Policy	Expiring Premium	Proposed Premium
Excess Workers' Compensation	$362,787	$358,845
Blanket Accident	$350 (Min Earned)	$350 (Min. Earned)
Premium Total	**$363,137**	**$359,195**

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Excess Workers' Compensation

Policy Period: 10/01/2025 to 10/01/2026
Insurer: Safety National Casualty Corporation
AM Best Rating: A++

Workers' Compensation Limits

CONTRACT TERMS		OPTION 19169138022
Liability Period		10/01/2025 - 10/01/2026
Payroll Reporting Period		10/01/2025 - 10/01/2026
Payroll		$ 168,630,191
Manual Premium		$ 3,046,222
Experience Modification Factor		1.000
Standard Premium		$ 3,046,222
Self-Insured Retention		$ 750,000
Specific Limit		Statutory
Employers Liability Limit	Per Occ	$ 1,000,000
Premium Rate	Rate $100 Payroll	$ 0.224
Deposit Premium		$ 377,732
Minimum Premium		$ 358,845
Commission	Adjustable	20.00 %
Pay Plan		ANNUAL PAYMENT
Audit Type		Voluntary

Workers' Compensation Estimated Exposures

Comp. Code		No. Employee	Estimated Payroll
0042 - LANDSCAPE GARDEN & DRIVERS		234	$9,274,274.65
3064 - SIGN MANUFACTURING - METAL		1	$12,607.41
5506 - STREET OR ROAD CONSTRUCTION		118	$4,841,529.02
5606 - CONTRACTOR - EXEC SUPERVISOR		1	$82,413.75
6306 - SEWER CONSTRUCTION & DRIVERS		49	$2,409,404.00
6325 - CONDUIT CONSTRUCTION FOR CABLE		20	$1,080,882.11
7382 - BUS COMPANY ALL OTHER & DRIVER		108	$3,291,054.08
7580 - SEWAGE DISPOSAL PLANT OPER		90	$6,632,838.04
7590 - GARBAGE WORKS.		146	$6,200,446.29
7704 - FIREFIGHTERS & DRIVERS		459	$28,437,644.89
7710 - FIREFIGHTERS & DRIVERS		2	$48,405.80
7720 - POLICE OFFICERS & DRIVERS		614	$42,805,135.37
8380 - AUTOMOBILE SERVICE OR REPAIR C		49	$3,274,872.74
8392 - AUTO STORAGE GARAGE OR PARKING		12	$516,069.80
8742 - SALES, COLLECTORS, MSSGRS		32	$350,123.49
8810 - CLERICAL OFFICE EMP NOC		708	$38,592,129.52
8820 - ATTORNEY - ALL EES, & DRIVERS		14	$1,503,273.32
8831 - HOSPITAL - VETERINARY & DRIVER		47	$2,010,265.48
9015 - BUILDING - OPERATION BY OWNER		55	$2,480,492.11
9101 - COLLEGE OR SCHOOL - ALL		24	$344,749.12
9102 - PARK NOC - ALL EMPS & DRIVERS		215	$6,449,722.37
9220 - CEMETARY OPERATION & DRIVERS		16	$558,850.59
9402 - STREET CLEANING & DRIVERS		15	$617,764.02
9403 - GARBAGE COLLECTION & DRIVERS		48	$1,329,163.11
9410 - MUNICIPAL, TOWNSHIP EMPS NOC		66	$4,717,740.92
9554 - SIGN INSTALLATION, REPAIR		18	$768,340.31
	Total	**3005**	**$168,630,192.30**

Blanket Accident

Policy Term: 10/01/2025 To 10/01/2026
Insurer: Markel Insurance Company
AM Best Rating: A XV

Limits

Description	Limit
Aggregate Indemnity	$250,000
Principal Sum – Accidental Death And Dismemberment	$10,000
Accident Medical Expense	$2,500

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 121719

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **Leading the Way in Transparency | Marsh.** In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:▪

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate

MMA for referring clients for vendor services. We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev May 18, 2025

Payments

MINIMUM EARNED PREMIUMS

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

PAYMENT POLICY

Marsh McLennan Agency strives to offer the highest quality of service. Accordingly, we have the following payment policy in place to assure that your coverage is not interrupted during the policy term.

- For agency bill policies: All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise. Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response.

- For direct bill policies: You will receive notices from your insurer regarding past due premiums or cancellations due to non-payment of premium. As a matter of general practice, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

We thank you for your support and business.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: https://serviceapi.securfee.com/marshmma

Direct Link to Payment via Credit Card: https://serviceapi.securfee.com/marshmma

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.
- There will be a non-refundable $4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.

Proposal Disclaimer

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-897

Department: Human Resources

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

Resolution authorizing the Mayor to execute the application for renewal of Government Crime Policy with Fidelity and Deposit Company of Maryland.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $15,886

Total Cost: $15,886

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6014

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute the application for renewal of Government Crime Policy with Fidelity and Deposit Company of Maryland.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: $15,886

Total Cost: $15,886

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6014

Department: Human Resources

Subject:

Type of Action: Choose an item.

Resolution authorizing the Mayor to execute the application for renewal of Government Crime Policy with Fidelity and Deposit Company of Maryland.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: $15,886

Total Cost: $15,886

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-____

WHEREAS he City of Huntsville, wishes to renew an insurance policy for government crime and employee dishonesty insurance with Fidelity and Deposit Company of Maryland; and

WHEREAS, the City desires to execute an application with Fidelity and Deposit Company of Maryland Colonial American Casualty and Surety Company on October 11, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute an application for a commercial crime policy for commercial and government entities, and other related documents with Fidelity and Deposit Company of Maryland on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, regarding the issuance of a government crime and employee dishonesty insurance policy for the City of Huntsville, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Confirmation of Coverage", and related documents consisting of twelve (12) pages, together with the signature of the President or President Pro Tern 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 25th day of September 2025.

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the 25th day of September 2025.

_____

Mayor of the City of

Huntsville, Alabama

MARSH & McLENNAN AGENCY
LOCALLY KNOWN AS J. SMITH LAWER & CO

Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806-2300
256-890-9000
www.marshmma.com

CONFIRMATION OF COVERAGE

NAMED INSURED EMPLOYER:	CITY OF HUNTSVILLE, AL
ADDRESS:	P.O. BOX 305 HUNTSVILLE, AL 35804
POLICY NUMBER:	To Be Determined
TYPE OF INSURANCE:	Crime Policy
LOCATION:	ALABAMA
POLICY LIABILITY PERIOD:	October 11, 2025 through October 11, 2026
REPORTING PERIOD:	October 11, 2025 through October 11, 2026

This Confirmation of Coverage is issued with the authority of the Fidelity and Deposit Company of Maryland. This confirmation of Coverage is effective October 11, 2025 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, Crime Policy Agreement when issued by Fidelity and Deposit Company of Maryland.

Limits

Description	Limit	Deductible
Employee Theft	$500,000	$5,000
Forgery Or Alteration	$2,500	$200
On Premises	$2,500	$200
In Transit	$2,500	$200
Money Orders and Counterfit Money	$2,500	$200
Personal Account Protection		
Personal Accounts Forgery or Alteration	$625	$6
Identity Fraud Expense Reimbursement	$25,000	$0
Claim Expense	$5,000	$0

ISSUED AT ST. LOUIS, MO

SIGNED: James D. Thornton III DATE: 9/12/25

James D Thornton, CIC
Vice President

ACCEPTED ON BEHALF OF:
CITY OF HUNTSVILLE

SIGNED: _____ DATE: _____

Tommy Battle, Mayor

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

MarshMcLennan Agency

Proposal for Insurance Services

City of Huntsville

Crime Renewal

Effective:

October 11, 2025 to October 1,2028

Presented By:

Jimmy Thornton, CIC

Your future is limitless.™

Marsh & McLennan Agency Client Service Team

Marsh & McLennan Agency LLC
206 Exchange Place
Huntsville, AL 35806
Phone: 256-890-9000
Fax: 256-890-9070

Insurance Placement Administration	
Producer: Jimmy Thornton, CIC Vice President	Phone: 256-890-9061 Email: Jimmy.Thornton@MarshMMA.com Mobile: 256-656-1108
Account Manager: Susan B Kerr. AAI Client Manager	Phone: 256-890-9050 Email: Susan.Kerr@MarshMMA.com
Consultative Claims Services	
MMA Southeast Claims Advocacy Team	Phone: 800-295-8179 Email: mmaseclaims@marshmma.com After Hours Claims #: 800-295-8179
Claims Representative: Connie Gean	Connie.Gean@MarshMMA.com Phone: 256-890-9000

Premium Summary and Comparison

Policy	Expiring Premium	Proposed Premium
Crime	$17,295	$15,886
Premium Total	**$17,295**	**$15,886**

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Three year policy with premium per year of $5,296

Crime

Policy Term: 10/11/2025 to 10/11/2028
Insurer: Fidelity and Deposit Company of Maryland
AM Best Rating: A+ XV

Limits

Description	Limit	Deductible
Employee Theft	$500,000	$5,000
Forgery Or Alteration	$2,500	$200
On Premises	$2,500	$200
In Transit	$2,500	$200
Money Orders and Counterfit Money	$2,500	$200
Personal Account Protection		
Personal Accounts Forgery or Alteration	$625	$6
Identity Fraud Expense Reimbursement	$25,000	$0
Claim Expense	$5,000	$0

AM Best Rating Scale

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A–	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B–	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C–	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such, it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

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Version 121719

Client Authorization to Bind Coverage

LINES OF COVERAGE TO BIND

Coverage Description	Effective Dates
Crime	10/11/2025 tp 10/11/2028

(Please initial)

_____ Bind as Proposed

_____ Bind with the following changes

_____

_____

_____

_____

Authorized Signature _____

Title/Position _____

Date _____

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **Leading the Way in Transparency | Marsh.** In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate

MMA for referring clients for vendor services. We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev May 18, 2025

Payments

MINIMUM EARNED PREMIUMS

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium. Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

PAYMENT POLICY

Marsh McLennan Agency strives to offer the highest quality of service. Accordingly, we have the following payment policy in place to assure that your coverage is not interrupted during the policy term.

- For agency bill policies: All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise. Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response.

- For direct bill policies: You will receive notices from your insurer regarding past due premiums or cancellations due to non-payment of premium. As a matter of general practice, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

We thank you for your support and business.

Pay Your Bill Online

Direct Link to Payment via Checking/Savings Account: https://serviceapi.securfee.com/marshmma

Direct Link to Payment via Credit Card: https://serviceapi.securfee.com/marshmma

Frequently Asked Questions

- You can pay any invoice using a valid Checking or Savings account or Credit Card.
- Both payment gateways seamlessly integrate with our existing website and can securely accept multiple payment options.
- Credit Card payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address
- There will be a 3.5% fee charged to the cardholder by SecureFee for Credit Card Payments.
- Checking/Savings payments require a Policy Number, Invoice Number, First & Last Name, Email Address, Named Insured on Policy & Address.

- There will be a non-refundable $4.00 security and delivery fee charged by SecurFee for ACH/Checking payment transactions.

Proposal Disclaimer

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-898

Department: Inspection

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

Resolution Authorizing the Mayor to enter into a Professional Service Agreement between the City of Huntsville and Rippleworx for software.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $25,000.00

Total Cost: $25,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5906

Department: Inspection

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

Resolution Authorizing the Mayor to enter into a Professional Service Agreement between the City of Huntsville and Rippleworx for software.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $25,000.00

Total Cost: $25,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Professional Services Agreement between the City of Huntsville, a municipal corporation in the State of Alabama, and RippleWorx, Inc., on behalf of the City of Huntsville, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "RippleWorx Software as a Service Agreement," consisting of a total of twenty-seven (27) pages and the date of September 25, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September 2025.

Mayor of the City of Huntsville,
Alabama

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

Software as a Service Agreement

This Software as a Service Agreement (***"Agreement"***) is between RippleWorx, Inc., a Delaware corporation with offices at 104 Jefferson Street South, Suite 100, Huntsville AL 35801 (***"Company"***), and City of Huntsville (***"Client"***) (each individually, a ***"Party"***, and collectively, the ***"Parties"***) and will govern Client's access to Software and associated Services provided by Company. Any capitalized terms used but not defined herein shall have the meaning given in the Applicable Terms and Conditions (as defined below).

Commercial Terms

I. Client Address & Billing Information:

Billing Contact: City of Huntsville / Mayor Tommy Battle
Billing Contact Email: Tommy.Battle@huntsvilleal.gov
COH Dept: Inspections Department
COH Dept. Contact: George Allen Muzny (Director of Inspections)

Billing Address: PO Box 308 Huntsville, AL 35804
Billing Contact Phone: 256-427-5100
Dept Contact Phone: 256-883-3936
PO Number, if required:

II. Term: This Agreement shall become effective on the Effective Date and shall be valid for a period of twenty-four (24) months (the ***"Initial Term"***). Following the Initial Term, this Agreement shall not automatically renew. Any renewal of this Agreement for an additional term shall require the mutual written agreement of both Parties, confirmed no later than sixty (60) days prior to the expiration of the then-current Term. Termination or expiration shall not relieve Client of the obligation to pay any fees accrued or payable to Company prior to the termination date. "Term" means the duration of the Initial Term, plus any additional term expressly agreed to in writing by the Parties.

III. Committed Offerings and Fees:

Product Category	Licensed Users*	Net Price
RippleWorx Standard	40	$20,000.00
Dashboard Maintenance	N/A	$5,000.00
Subtotal for Subscription Services		**$25,000.00**

ANNUAL PAYMENT: $25,000.00
TOTAL FOR TERM: $50,000.00

Client is only entitled to the products, modules, and services listed above. An amendment to this Agreement is required if Client seeks to obtain new product categories or Services (including any related functionality).

*If the number of Licensed Users indicated above is exceeded by ten percent (10%) for a period of more than three (3) months during the Term, the Company shall invoice Client (a) the excess at a rate equal to the applicable fees for such additional usage per the tranche set forth above multiplied by the number of months remaining in the then current annual Term, and (b) the new number of Licensed Users going-forward for each subsequent annual Term.

Following the first anniversary date of the Effective Date, the Subscription Fee for the Software and any related Services shall automatically increase annually by an amount equal to five percent (5%).

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

Set-Up and Configuration:

Software and functionality require mutually agreed upon scope for set-up, configuration, implementation, integration, onboarding, consulting, training, and/or other technical services (***"Consulting Services"***). Consulting Services to be performed as part of the initial Software set-up for Client are specified in a separate Statement of Work entered contemporaneously with this Agreement (***"Implementation SOW"***). For clarity, unless otherwise expressly specified in the Implementation SOW, any customized configuration or modifications to the Software not specified in the Implementation SOW are out-of-scope.

IV. Payment Terms: Company will invoice Client the first annual Subscription Fee on the Effective Date. For each subsequent annual Subscription Fee, Company will invoice Client on the anniversary of the Effective Date. Payment shall be made in US currency (USD) and is due within thirty (30) days of the invoice date.

V. Additional Terms: The Parties expressly incorporate by this reference the legal terms and conditions set forth in **Exhibit A** ("***Applicable Terms and Conditions***") hereto. In the event of any conflict or inconsistency between a term in these Commercials Terms and the Applicable Terms and Conditions, the term in these Commercial Terms shall govern.

VI. Accepted by: The Parties hereby agree to the terms and conditions set forth herein ("***Commercial Terms***") and the Applicable Terms and Conditions. The signatory for Client acknowledges to have read the Applicable Terms and Conditions. Any reference to the "***Agreement***" shall mean these Commercial Terms together with the Applicable Terms and Conditions.

This Agreement shall only become effective when signed by both Client and Company as of the Effective Date (defined below), and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both Parties. If this Agreement is signed by the Company, but not countersigned by the Client within thirty (30) days after the date of the Company's signature, this Agreement shall be deemed not to have been signed by the Company and shall have no effect. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. A version of this Agreement signed and transmitted by .pdf or electronic copy shall have the same binding effect as an original signature.

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

NOW THEREFORE, in consideration of the mutual promises herein, the Parties have executed this Agreement by their duly authorized representatives effective the later date signed below ("***Effective Date***").

City of Huntsville (Inspections)	**RippleWorx, Inc.**
	Signed by: Louie Wollenweber F76AFA845AB64D9...
Signature	Signature
Tommy Battle	Louie Wollenweber
Name	Name
Mayor of City of Huntsville, Alabama	Senior Vice President of Sales
Title	Title
Sept 25th , 2025	9/19/2025
Date	Date

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

NOW THEREFORE, in consideration of the mutual promises herein, the Parties have executed this Agreement by their duly authorized representatives effective the later date signed below ("***Effective Date***").

City of Huntsville (Inspections)	RippleWorx, Inc.
	Signed by: Louie Wollenweber F76AFA045AB64D9...
Signature	Signature
Tommy Battle	Louie Wollenweber
Name	Name
Mayor of City of Huntsville, Alabama	Senior Vice President of Sales
Title	Title
Sept 25th , 2025	9/19/2025
Date	Date

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

Exhibit A: Applicable Terms and Conditions

These Applicable Terms and Conditions supplement the Commercial Terms executed between Client and Company and form an integral part of the Agreement between Company and Customer.

1. **Definitions**

In addition to terms defined herein and within the Commercial Terms, the following capitalized terms shall have the meanings set forth below.

a. "**Agreement**" means the Commercial Terms, these Applicable Terms and Conditions, the attached appendices, Statement(s) of Work, and any other documents made a part hereof or incorporated by reference, including any written amendments.

b. "**Client System**" means Client's information technology resources and systems as well as third-party hardware and software used to operate or interface with such System.

c. "**Consulting Services**" means additional services described in a SOW pertaining to set-up, configuration, implementation, integration, onboarding, consulting, training, and/or other technical services.

d. "**Documentation**" means the operating manuals, including a description of the functions performed by the Software, user instructions, technical literature and all other related materials supplied to Client by Company to facilitate the use of the Software, which may be revised, updated or supplemented by Company from time to time.

e. "**Error**" means a reproducible failure of the Software to materially perform in accordance with the Documentation.

f. "**Licensed Users**" means Client's personnel who access the Software.

g. "**Services**" means, collectively, Client's subscription to access the Software, Support & Maintenance Services set forth in **Appendix A**, additional services described in a SOW or amendment to this Agreement, as well as any other services provided by Company.

h. "**Software**" means Company's hosted software platform, including Updates, accessed by Client as part of the Services.

i. "**SOW**" means a Statement of Work executed by the Parties and governed by this Agreement.

j. "**Subscription Fee**" means the license subscription fee paid by Client to access the Software and includes Support & Maintenance Services.

k. "**Support & Maintenance Services**" means Support & Maintenance Services described in **Appendix A** pertaining to Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance.

l. "**Updates**" means new version release, functional enhancements, improvements, modifications, fixes, patches, error corrections, repairs, and/or replacements to the Software made generally available to and implemented by Company on behalf of its clients. The content and timing of all Updates shall be done in Company's sole discretion.

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2. **Subscription & Services**

a. Software Access. This Agreement sets forth the subscription terms for Client's access to the Software hosted by Company.

b. Single Sign-On Access. The Software may be configured to allow Client and its Licensed Users to access it via a Single Sign-On or SSO.

c. Consulting Services Associated with Software Access. Upon Client's request, Company may provide Consulting Services associated with Client accessing the Software such as set-up, configuration, implementation, integration, onboarding, consulting, and/or training. A SOW shall set forth the Consulting Services to be provided by Company and associated with Client's access to the Software as well as invoicing and payment terms for Consulting Services, if applicable.

d. Support & Maintenance Services. Company will provide Support & Maintenance Services associated with Client accessing the Software including Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance. **Appendix A** sets forth the Support & Maintenance Services associated with Client accessing the Software during the Term.

3. **Invoicing & Payment**

a. Invoicing & Payment. Company will invoice Client consistent with the Payment Terms set forth in the Commercial Terms. Payment shall be made in US currency (USD). The invoice will also include reimbursement for out-of-pocket travel-related expenses incurred by Company, if any. If applicable, Company will invoice Client for fees for Consulting Services under the applicable SOW consistent with the invoicing terms thereto. If Client does not timely pay Company the entire invoice amount, Client agrees to pay Company one and a half percent (1.5%) interest per month, compounded monthly, of the unpaid balance. Client shall reimburse Company for all reasonable costs and expenses incurred, including attorneys' fees, collecting unpaid invoice amounts.

b. Taxes. Fees are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction ("Taxes"). Client shall be responsible for paying Taxes. If Company has a legal obligation to pay or collect Taxes for which Client is responsible, the appropriate additional amount shall be invoiced to and paid by Client. For clarity, Company is solely responsible for taxes assessable against it based on Company's income, property, employees, subcontractors, and agents.

4. **Termination**

a. Termination For Cause. Either Party may terminate this Agreement, in whole or in part, by written notice to the other Party upon the occurrence of any of the following events: (i) the other Party's material breach of any other term or provision of this Agreement which, if capable of cure, remains uncured for thirty (30) days following written notice by the terminating Party; (ii) the other Party becomes insolvent or makes any assignment for the benefit of its creditors; (iii) any proceeding is instituted by or against the other Party under any bankruptcy or similar laws for the relief of debtors and which is not dismissed within thirty (30) days of being instigated; or (iv) the appointment of any trustee or receiver for any of the other Party's assets, except if such receiver requests the continuation of this Agreement. In addition, Company may suspend or terminate this Agreement and/or any Services by providing written notice if Client has not tendered payment on an undisputed amount when due within fourteen (14) days after receiving written notice.

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b. Effect of Termination. Upon termination or expiration of this Agreement, Client shall immediately cease accessing the Software and promptly return to Company or destroy Documentation, and any and all copies thereof, and certify the same to Company in writing within ten (10) days of such termination or expiration. Any provision of this Agreement related to confidentiality or security of Confidential Information, ownership and proprietary rights, indemnification, limitation of liability, or which by its terms or nature provides for survival shall survive the termination of this Agreement.

c. Prorated Refund. If this Agreement is terminated by Client for cause due to a material breach by Company, and such termination occurs prior to the expiration of the Term, Client shall be entitled to a prorated refund of any prepaid fees for the unused portion of the Term, calculated from the effective date of termination through the end of the prepaid period.

5. **Subscription License & Proprietary Rights**

a. License Grant. Subject to the terms and conditions in this Agreement and receipt of all applicable fees by Company, Company grants Client a non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Software and Documentation solely for Client's business purposes during the Term. Access and use of the Software shall be web-enabled access only, and nothing in this Agreement shall entitle Client or any Licensed User to the object or source code of the Software.

b. License Restrictions. Client shall not, nor allow or authorize any third-party, to: (i) reproduce, allow use of, or access the Software, or sell, rent, lease, use in a service bureau, sublicense or otherwise transfer or assign its rights to access and use the Software, in whole or in part, to a third-party; (ii) alter, enhance or otherwise modify or create derivative works of or from the Software; (iii) disassemble, decompile, reverse engineer or otherwise attempt to derive the object or source code of the Software; (iv) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of Company or its licensors placed upon or contained within the Software or Documentation; or (v) upload, post or transmit into or via the Software any viruses or unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or offensive information of any kind.

c. Client Property. Client owns all Client data including personal data pertaining to Client's account, products, materials and intellectual property, whether now existing or hereafter created by Client, including what is used with or in the Software or Services ("Client Property"); provided Client Property shall not include the Software or Services or derivative works thereto.

d. Return of Client Information & Data. Subject to a request by Client during the Term or within thirty (30) days from the end of the Term, Company shall provide Client with a copy of the information and data provided by or on behalf of Client and its Licensed Users for inclusion in, or access from, the Company Software in the Company's standard format or such other commercially feasible format as the Parties mutually agree. Company shall have no obligation to maintain, store or provide any such information and data to Client after the thirty (30) day period. If the Agreement is terminated for Client's breach, delivery of the information and data will require Client to remit payment three (3) business days in advance of the delivery based on an estimation of cost, with the balance to be paid in full at the time of delivery of the information and data.

e. Client Provided Information & Data. Client acknowledges Services do not include—and Company has no responsibility or liability with respect to—verifying Client Property provided by Client and/or Licensed Users used with or processed through Software.

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f. Software Ownership. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in the Software, Documentation, Services, any third-party software or any other contents within the Software (other than Client Marks and Client Property), and/or copies or portions of any of the foregoing (collectively the "Delivered Solution") are and will remain the exclusive property of Company or its licensors, whether or not specifically recognized or perfected under applicable law. If Client or its Licensed Users make any comments, suggestions, designs, features or other ideas for improving the Delivered Solution submitted by Client or its Licensed Users ("Submissions"), Company shall own all rights to the Submissions and Company shall be entitled to use such Submissions for any commercial or other purpose whatsoever without compensation to Client or anyone else. Client will not take any action that jeopardizes Company's or its licensor's proprietary rights or acquire any right in the Delivered Solution, except the limited license rights specified herein. Company or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Delivered Solution, including any improvement or development thereof and/or any ideas first reduced to practice. If Client or any third-party engaged by Client is deemed to have any ownership interest or rights in the Delivered Solution, Client shall assign and/or cause such third-party to assign, and Client does hereby irrevocably assign, without royalty, all of such ownership interest and rights to Company.

g. Anonymized Statistics. Company reserves the right to monitor Client's use of Services and collect and compile statistics based on Client data input in the Software, which data shall be anonymized ("Anonymized Statistics") and therefore not compromise Client Confidential Information given it will not contain personally identifiable information. Client acknowledges Company shall retain all rights, title and interest in and to Anonymized Statistics, which Company may make publicly available in compliance with all applicable data privacy laws.

h. Company Privacy Policy & User Agreement. Access to the Software is subject to the Company Privacy Policy and User Agreement, which are incorporated into and made part of this Agreement in their entirety. Copies of these documents are attached hereto and also available at:

- https://www.rippleworx.com/privacy-policy
- https://www.rippleworx.com/user-agreement

6. **Warranty**

a. Warranty. Company warrants during the Term of the Agreement that: (i) the Software will materially perform in accordance with the Documentation; (ii) Support & Maintenance Services shall be available and includes Error reporting, response and resolution procedures, Software maintenance, and Uptime Assurance; (iii) Consulting Services shall be performed in a competent and workmanlike manner in accordance with industry best-practice standards; (iv) it has sufficient right, title and interest in and to the Software to license such Software to Client free and clear of all restrictions, liens, and encumbrances that may conflict with or adversely affect Client's rights under the Agreement; and (v) it will materially comply with all applicable laws in performing its obligations hereunder.

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b. Warranty Exceptions. Company shall have no warranty obligations with respect to any failures suffered by the Software to the extent caused by (i) interfacing third-party hardware or software or Client System with the Software unless such is explicitly identified in a SOW as compatible with the Software or (ii) computer programs or code that are not provided by Company (including, without limitation, any computer viruses and other malicious code). Company shall be entitled to payment at its current rates for personnel time spent attempting to identify or correct failures reported by Client for which Company has no obligation under this subsection. In addition, Company shall have no warranty obligations if Client fails to use the Software in accordance with the Documentation, modifies or alters the Software in any way, or is in arrears with respect to its payment obligations.

c. Warranty Remedy. Company's sole liability and Client's sole remedy with respect to the foregoing warranties shall be for Company, at its sole option, to either (i) correct any Error (subject to the other Warranty terms herein) and/or provide a Service Credit as provided in **Appendix A** or (ii) terminate this Agreement and refund to Client a pro rata amount of the prepaid Subscription Fee paid to Company.

d. Warranty Exclusions. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY HEREBY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

7. **Confidentiality**

a. Confidential Information. "Confidential Information" is (a) any non-public or proprietary information, including any business or technical information of Client or Company as well as any sensitive information relating to either Party's products, services, finances, product pricing, marketing plans, business opportunities, trade secrets or personnel, including personally identifiable information or PII; (b) any information of Client or Company that is specifically designated by the disclosing party as confidential or proprietary; (c) any information that is known to the receiving party, or should be known to a reasonable person given the facts and circumstances of the disclosure as being treated as confidential or proprietary by the disclosing party; and (d) the terms and conditions of this Agreement; provided, however, Confidential Information excludes information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party was demonstrably in possession of prior to first receiving it from the disclosing party; (iii) the receiving party can demonstrate was developed independently and without use of or reference to the disclosing party's Confidential Information; or (iv) the receiving party receives from a third-party without restriction on disclosure and without breach of a nondisclosure obligation.

b. Confidential Designation. Company hereby designates the Software, Documentation and Services as Confidential Information. In addition, trade secret information of a Party shall also be designated as Confidential Information for as long as such Information remains a trade secret.

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c. Maintaining Confidentiality. Except as expressly permitted under this Agreement and for the duration of this Agreement and a period of two (2) years from the termination or expiration of this Agreement, the recipient of Confidential Information shall, and shall cause its personnel to, treat Confidential Information received as confidential and secret, and not use, disclose or otherwise make available the Confidential Information or any portion thereof to others unless otherwise required by law. Each Party shall exercise no less than reasonable care with respect to the handling and protection of Confidential Information by limiting the use and access of Confidential Information to only those who need access, and such access directly pertains to a business purpose contemplated under this Agreement. Either Party may disclose the terms of this Agreement (1) in confidence, to a Party's accountants, legal counsel, tax advisors, and other financial and legal advisors, or (2) with obligations of confidentiality comparable to those contained herein, to another entity or person or their legal or financial advisors in connection with a proposed change in control, corporate reorganization, consolidation, merger, acquisition, or sale or transfer of all or substantially all of the assets of such Party.

d. Required Disclosure. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party pursuant to a valid order or requirement of a court, provided the receiving party first gives reasonable written notice to the disclosing party in order to timely contest such order or requirement. Any such disclosure by the receiving party of the Confidential Information of the disclosing party shall, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

e. Return or Destruction of Confidential Information. Upon written request at any time, Confidential Information will be returned to the disclosing party by the receiving party or destroyed by the receiving party. And if requested by the disclosing party, an authorized representative of the receiving party shall certify in writing on behalf of the receiving party that all such Confidential Information has been returned or destroyed, as applicable. Notwithstanding, the receiving party may retain one (1) copy of the Confidential Information for archival purposes or to defend its work product, provided however, such Confidential Information indefinitely remains subject to the terms herein.

8. **Security Protocols**

a. Security Safeguards. Company shall implement technical, organizational, and physical safeguards to protect Client Confidential Information processed through the Software from unauthorized or accidental disclosure, access, acquisition, destruction, alteration, misuse, loss, or damage in a manner that meets or exceeds applicable laws and globally recognized industry practices. Company shall also require that such safeguards, including the manner in which Client Confidential Information is accessed, received, used, stored, transmitted, processed, and disclosed, comply with applicable federal and state privacy and data protection laws, as well as applicable regulations and directives. The safeguards implemented by Company shall include: (1) limiting access of Client Confidential Information to individuals that have a need to know and demonstrable basis for such access in order to provide Services; (2) securing business facilities, data centers, servers, backup systems, and computing equipment including, but not limited to, mobile devices and other equipment with information storage capability; (3) implementing network, application, database, and platform security, including firewall protection, antivirus protection, and security patch management; (4) securing information transmission, storage, and disposal; (5) implementing authentication and access controls within media, applications, operating systems, and equipment, including logging of access to or use or disclosure of Client Confidential Information and intrusion detection; (6) using protocols to encrypt Client Confidential Information in transit and at rest, or as otherwise required by applicable law or regulation, and safeguard the security and confidentiality of all encryption keys; (7) implementing ongoing personnel training and awareness regarding industry best security safeguard practices; and (8) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Company's sole cost and expense, a corrective action plan to correct any issues reported as a result of the testing.

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b. Subprocessors. The Software will process Client Confidential Information as necessary to perform the Services, and as further instructed by Client in using the Services. Client acknowledges Company uses third-party subprocessors ("Subprocessors") to process Client Confidential Information. Company has undertaken due diligence measures to ensure Subprocessors have the capability to safeguard Client Confidential Information consistent with the confidentiality provisions herein. Company shall also ensure its Subprocessors properly perform its processing obligations and, to the extent a Subprocessor fails to properly perform its obligations or breaches the terms of this Agreement, Company shall be responsible and liable to Client.

c. International Transfers of Client Confidential Information. If Client Confidential Information is transferred, stored, or processed internationally, Company shall use generally accepted industry file transfer protocols and encryption methodologies in compliance with applicable laws.

d. Security Breach Procedures. In the event of a security breach of the Software that compromises Client Confidential Information, Company will provide notice to Client of a confirmed breach as soon as practicable, but in no event more than seventy-two (72) hours upon becoming aware of the same. The notice will state the nature of the breach and what, if any, Client Confidential Information was compromised. Company shall promptly provide any additional information to Client as Company gains additional information regarding the breach, including relevant investigative or forensic reports. Unless otherwise required by law or a governmental entity, Company shall not notify or otherwise publicly disclose the breach unless such notice or public disclosure is approved by Client.

e. Company Security Policy. At Client's request, Company shall provide Client copies of its data privacy and security policies and procedures that apply to Client Confidential Information. Also at Client's request, Company will submit written responses to Client questions regarding privacy and information security practices that apply to Client Confidential Information; Company shall submit written responses within twenty-one (21) days of receipt of Client's request. Significant requests which require the Company to expend time in excess of three hours annual, may be subject to fees at the Company's then standard processional billing rate.

f. Right of Assessment by Client. Client may, at its expense, conduct a privacy and security assessment of Company's security systems and methodologies. Such assessment may be conducted on-site by Client personnel or Client's contracted third-party assessors or through surveys and interviews, at the option of Client. Such assessment may be conducted no more than once per year, or more frequently in the event of a data breach. When an on-site assessment will be conducted, Client shall provide Company with reasonable advance notice of not less than twenty-one (21) days, except in the event of a data breach, in which case advance notice shall be not less than three (3) business days.

g. Client Security Responsibilities. Client is responsible for ensuring (1) the Software is only accessed by Licensed Users authorized by Client and (2) its information transmitted to the Software, including Confidential Information, is done in a manner consistent with generally accepted industry practices. Client shall report suspicious activity, suspected security concerns, or unauthorized use of passwords or access to the Software to the Company Support & Maintenance Services team at support@rippleworx.com.

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9. **Insurance**

Company shall carry and keep in full force and effect during the term of the Agreement the following minimum insurance coverages: (i) commercial general liability insurance: each occurrence—one million dollars ($1,000,000), damage to rented premises—one million dollars ($1,000,000), personal and advertising injury—one million dollars ($1,000,000), general aggregate—two million dollars ($2,000,000), and products and completed operations subject to the general aggregate limit—two million dollars ($2,000,000); (ii) automobile liability insurance for hired and non-owned vehicles, combined single limit—one million dollars ($1,000,000); (iii) statutory workers compensation and employer's liability insurance—one million dollars ($1,000,000); (iv) umbrella liability insurance over (i), (ii), and (iii): each occurrence and aggregate—one million dollars ($1,000,000); and (v) professional and cyber liability insurance, combined single limit—each occurrence and aggregate one million dollars ($1,000,000). Upon written request, Company shall furnish Client with a certificate from its insurance carrier or carriers showing its compliance with the foregoing insurance requirements.

10. **Infringement Indemnity**

a. Infringement Indemnity. Company agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Client to the extent it is based on a claim Client's use of the Software or Services within the scope of this Agreement infringes or violates any U.S. patent or copyright, and will indemnify Client from any losses, damages, or expenses resulting from settlement or judicial award from such claim; provided, however, this Section does not cover, and Company shall have no obligation hereunder for, infringement claims arising from: (i) Client's failure to use the Software in accordance with the Documentation; (ii) Client's failure to use the Software in its current version; (iii) Client's failure to use any Updates required by Company; (iv) use of the Software in conjunction with third-party software or equipment or Client System where such combination is the cause for infringement; (v) modification to the Software made in accordance with Client's instructions provided the infringement would not have occurred but for such modification; (vi) modification of the Software by anyone without Company's approval provided the infringement would not have occurred but for such modification; (vii) use of the Software or Services after a non-infringing, replacement version has been made available without additional charges by Company to Client; or (vii) if Client has not adhered to its obligations under this Agreement. THIS SECTION STATES COMPANY'S ENTIRE LIABILITY AND CLIENT'S SOLE REMEDY FOR INFRINGEMENT CLAIMS.

b. Opportunity to Rectify. If a claim or suit under this Section for which Company is required to indemnify Client or is likely to be brought, Company may be required to suspend Client's and its Licensed Users' access to the Software and Client shall comply with such requirement, and Company will, at its sole option, either (i) procure for Client the right to use the Software, Services, or affected part thereof; (ii) replace the Software, Services, or affected part thereof with other non-infringing products or modify the Software, Services or affected part thereof to make such not infringing and functionally equivalent; or (iii) if the remedies set forth in clauses (i) and (ii) are not commercially feasible, as determined by Company, terminate this Agreement and the rights granted hereunder and refund to Client a pro rata amount of any prepaid Subscription Fee. Company will not be liable for any costs or expenses incurred without its prior written authorization.

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c. Indemnification Procedure. As conditions to Company's obligations in this Section: (i) Client shall provide Company with prompt notice of the claim or suit giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Company of its obligations under this Section if Company reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (ii) Company shall have sole control of the defense and of all negotiations for settlement of such claim or suit; and (iii) Client shall cooperate with Company in the defense or settlement of any such claim or suit, provided Client shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Company. Subject to clause (ii) above, Client may participate in the defense of any such claim or suit at its own expense.

11. **Liability Exclusions & Limitation**

a. Liability Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, ENHANCED, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING DAMAGE TO REPUTATION OR ANY DAMAGES ON ACCOUNT OF BUSINESS INTERRUPTIONS, LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, LOST OPPORTUNITY, THE INABILITY TO USE THE SOFTWARE OR SERVICES, OR ANY OTHER THEORY (INCLUDING NEGLIGENCE OR STRICT LIABILITY) WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR SERVICES.

b. Liability Limitation. NEITHER PARTY'S CUMULATIVE LIABILITY, IF ANY, HEREUNDER FOR DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, OR SERVICES, WHETHER CAUSED BY FAILURE TO DELIVER, NONPERFORMANCE, ERRORS, BREACH OF WARRANTY OR OTHERWISE, SHALL EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATION IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM OR RELATING TO A CONFIDENTIALITY OR SECURITY BREACH, INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION, OR LOSSES ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMITATION.

12. **Miscellaneous**

a. Notice. Any formal notice or other communication given pursuant to this Agreement shall be in writing and delivered by certified mail, overnight express delivery service (such as Federal Express), or by priority mail by a recognized express mail vendor to the attention of "Legal Department" and at the Party's address set forth on the initial page. Either Party may designate a different address by notice to the other in accordance herewith. Notice will be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered. Any notice to Company shall also be sent electronically to legal@rippleworx.com.

b. Assignment. If a Party wishes to assign this Agreement to another entity, that Party must obtain the other's prior written consent, which shall not be unreasonably withheld; provided it shall be reasonable to withhold consent if the assignee is a competitor of the non-assigning Party. Notwithstanding the foregoing, this Agreement may be assigned to a successor in interest in the context of a change in control, corporate reorganization, consolidation, merger, acquisition, or sale or transfer of all or substantially all of the assets of the assigning Party, provided: (i) such assignee is not a direct competitor of the other Party; (ii) such assignment does not interfere with the performance of obligations under this Agreement; (iii) such assignment does not change the scope of usage and the intent contemplated by the Parties under this Agreement; or (iv) such assignment is not pursuant to bankruptcy proceedings involving Client. An assignment of this Agreement will be binding on the Parties and their successors and permitted assigns.

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c. Mediation. In the event of a dispute, one Party will promptly notify the other in writing. Each Party shall sponsor a representative with authority to settle the dispute, who will attempt in good faith to resolve the dispute within seven (7) days following the receipt of the written notice. If mediation is unsuccessful, a Party may seek final resolution through arbitration or court as provided herein.

d. Governing Law & Formal Dispute Resolution. The validity, interpretation, and enforceability of the Agreement shall be governed by the laws of the State of Alabama. The Parties agree should any dispute arise relating to the Agreement, they will first undertake mediation as provided herein. If mediation is unsuccessful and the dispute is monetary in nature, the dispute must be resolved through final and binding arbitration in Huntsville, Alabama, before the American Arbitration Association under its Commercial Arbitration Rules with one arbitrator. Either Party may seek non-monetary, equitable relief such as an injunction or specific performance in any competent court, wherever located, to enforce the Agreement.

e. Waiver. The delay or failure of either Party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. No waiver of any provision of the Agreement will be binding upon the Parties, unless evidenced by a writing signed by an authorized representative from each Party.

f. Relationship of the Parties. The Parties are independent contractors, and nothing in the Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, "borrowed servant," partners, or joint venture. Neither Party will have any authority to bind or make commitments on behalf of the other Party for any purpose, nor will any such Party hold itself out as having such authority.

g. Force Majeure. If by reason of a labor dispute, strike, lockout, pandemic, riot, war, earthquake, fire or other action of the elements, accidents, internet service provider or hosting facility failures or delays involving hardware, software or power systems, governmental restriction, appropriation, or other cause beyond the reasonable control of a Party ("Force Majeure Event") and that Party is unable to perform in whole or in part its obligations in this Agreement, then the affected Party shall provide notice to the other Party as soon as practical and the Parties commit to use best efforts to work toward a mutually agreeable solution. Neither Party will be liable for any losses, injury, delay, or damages suffered or incurred by the other Party due to a Force Majeure Event.

h. Entire Agreement & Precedence. The Agreement, the Appendices, SOWs, and any other documents made a part hereof or incorporated by reference, including any signed amendments, contains the complete and final understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications between the Parties, whether written or oral. In the event of a conflict or inconsistency between or among terms in the Commercial Terms, these Applicable Terms and Conditions, a SOW, or the Company Privacy Policy or the User Agreement, the conflict will be resolved in favor of (1) the Commercial Terms, (2) these General Terms and Conditions including the Appendices, (3) the SOW, and (4) the Company Privacy Policy or the User Agreement, unless it is expressly stated that a provision is superseded. Moreover, nothing herein shall affect or terminate ongoing rights from non-disclosure agreements entered into by the Parties prior to the execution of the Agreement; provided, however, any Confidential Information exchanged between the Parties following the execution of the Agreement shall be governed solely by the confidentiality obligations set forth herein.

i. Construction & Interpretation. This Agreement shall, in all cases, be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge this Agreement has been negotiated between them at 'arm's length' with the opportunity to independently review this Agreement with legal counsel and each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the

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event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it. The captions of sections and subsections are inserted solely for convenience and under no circumstances are they to be used to construe or interpret any particular provision.

j. Severability. If any particular provision of this Agreement is found to be invalid or unenforceable, then such provision will be stricken and it shall not affect the validity or continuing effect of any other provision, and to the extent practical the invalid or unenforceable provision shall be reformed so it aligns with the Parties' intent.

k. Export Controls. The Software and associated services are subject to export controls under the U.S. Export Administration Regulations and other applicable laws.

l. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. A document signed and transmitted by .pdf or other electronic means (such as DocuSign) shall have the same binding effect as an original "wet-ink" signature.

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Appendix A: Support & Maintenance Services

1. Support & Maintenance Services. During the Term, Client may request Support & Maintenance Services by reporting Errors to Company via or electronic mail (support@rippleworx.com), Monday through Friday from 8:00 am to 5:00 pm EST excluding U.S. Federal holidays, the day after Thanksgiving, Christmas Eve, and the week between Christmas and New Year's Day. Support & Maintenance Services include intake of inquiries regarding Software functionality/capabilities, incident reporting and resolution following the Support Procedures below, and intake of Software feature requests. Upon request, Company will undertake a semi-annual review of Support & Maintenance Services provided to Client.

2. Support Procedures. Procedures for Support & Maintenance Services are as follows:

   Company will respond to Support & Maintenance Services requests based on the Severity Level assigned by Company, which is set forth in Table 1. Company will provide Client an initial response for each reported Error (indicating the support query has been received) within the timeframe set forth in Table 2 upon Company being notified of the Error. Company will assign Client an incident ticket number to be used for communications going-forward regarding the Error and provide the timeframe to rectify the Error after conducting an assessment. Client shall maintain current and accurate contact information for Client's administrators to receive information and notifications. 'Screen captures' or a specific data reference may be necessary to replicate or effectively communicate the incident.

Table 1 – Severity Level

Severity Level	Description
Severity I – Critical Service Impact	The Software is inaccessible due to an outage or defect that causes the Software to fail to operate in a material manner and severely impacts Client's business operations, thereby requiring immediate resolution.
Severity II – Major Service Impact	An Error or response time of the Software significantly impacts Client's business operations. Despite the defect, Client can still conduct business and there is often a work around available to continue operations.
Severity III – Minor Service Impact	The Error is minor or cosmetic in nature, has little to moderate impact on Client's business operations, and a work around is available.

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Table 2 – Response Timeframe

Description	Severity I	Severity II	Severity III
Response Time Frame	within four (4) business hours	within two (2) business days	within five (5) business days
Involves Company Management Escalation	yes	as needed	as needed
Generates Resolution Report Identifying Cause	yes	yes	as needed

The failure to resolve an Error does not constitute a material breach of the Agreement.

3. Exclusions. Company does not provide Support & Maintenance Services to address failures suffered by the Software to the extent caused by (a) interfacing third-party hardware or software or Client System with the Software, (b) configuring an Update to the Software for Client, or (c) computer programs or code that are not provided by Company (including, without limitation, any computer viruses and other malicious code). Support & Maintenance Services will not be provided to (x) accommodate Client customizations, modifications, or manipulation of data, (y) accommodate requests for new functionality/capabilities, reporting, additional training, troubleshooting/resolving issues with third-party hardware or software or Client System, Client specific scenario testing, or database backup and/or restoration, or (z) Client's third-party vendors. Company will determine, in its sole discretion, whether a failure or request is covered by Support & Maintenance Services. Upon request, Company will attempt to resolve an issue not covered by Support & Maintenance Services at Company's current hourly rates.

4. Updates. Company performs daily Updates to the Software. All such Updates will be performed outside regular business hours ("Scheduled Updates") unless exigent circumstances warrant otherwise. Company may also perform Scheduled Updates, which will be communicate two business days in advance of the Scheduled Update. Client should anticipate periodic, unannounced outages during this time frame. Scheduled Updates are excluded from Company's Uptime Assurance.

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5. Software Availability / Service Level Agreement.

a. Uptime Assurance. Company will use commercially reasonable efforts to make the Software accessible to Client twenty-four (24) hours a day, seven (7) days a week with an average of 99.5% availability, except for time when the system is down during Scheduled Updates, Force Majeure Events or interruptions or failures caused by Client or Licensed Users, their equipment or networks. Uptime Assurance is calculated on a monthly basis as (i) the total minutes in the month minus the number of minutes during such month the Software was not accessible by Client or its Licensed Users divided by (ii) the total minutes in the month (excluding from the calculation of (i) and (ii) any time the Software was inaccessible during Scheduled Updates, Force Majeure Events, interruptions or failures caused by Client or Licensed Users, or suspension or termination of Services permitted under this Agreement). Uptime Assurance applies only to a Client's production instance, not test or development instances.

b. Service Level Agreement. Notwithstanding any other provision in the Agreement or remedies which may otherwise be available, Client's sole and exclusive remedy for a breach of Uptime Assurance and Company's sole and exclusive liability is Client shall be entitled to a service credit for the month in which Company failed to achieve the Uptime Assurance ("Service Credit"). The Service Credit shall equal two percent (2%) of the prorated monthly Subscription Fee for every 60-minute increment of downtime that exceeds Uptime Assurance.

c. Service Credit. In order to receive a Service Credit, Client must notify Company in writing it believes it is entitled to such credit within thirty (30) days of the end of the month in which the failure at issue occurred. Client agrees it is not entitled to the credit or any other remedy if such notice is not timely provided. Following Client's notice in accordance with this Section, and Company's verification that Client is entitled to a Service Credit (which verification Company will confirm within thirty (30) days of Client's notice), Company shall provide a credit against future amounts due to Company. Client shall not offset any amounts or payments under this Agreement, except for amounts credited pursuant to the terms of this Appendix.

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RIPPLEWORX USER AGREEMENT

Please read this User Agreement fully and carefully before using www.rippleworx.com as well as the Ripple mobile website and its mobile applications (the "Site") and the services, features, content or applications offered by Rippleworx Inc. ("we", "us" or "our") (together with the Site, the "Services"). This User Agreement set forth the legally binding terms and conditions for your use of the Site and the Services.

1. ACCEPTANCE OF USER AGREEMENT

- By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to this User Agreement and all other operating rules, policies and procedures included here.

This User Agreement applies to all users of the Services.

2. ELIGIBILITY If you are below the age of consent under applicable law in the country in which you reside, then your parent or legal guardian must read and accept the terms and conditions of this User Agreement in your name and on your behalf.

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. This site is not targeted to nor meant for anyone who has not reached 13 years of age. If you become aware of anyone using the Ripple services who is under the age of 13, please report this to: info@rippleworx.io. We will not knowingly collect information from anyone under the age of 11.

We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules and regulations applicable to you. If the applicable law in the country in which you reside requires that you must be older than 13 to receive certain services, then the minimum age is the legally defined one. If you are a minor, you may wish to consult your parents about what portions of the site are appropriate for you. The right to access the Services is revoked where this User Agreement or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

Further, the Services are offered only for your use, and not for the use or benefit of any third party.

3. CONTENT Definition. For purposes of this User Agreement, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts, articles, comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

Intellectual Property Rights. The Services may contain Content specifically provided by us or our partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed

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through the Services. The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed on the Site are Trademarks of Ripple and its third party partners. Nothing contained on Ripple Site shall be construed as granting by implication or otherwise, any license or right to use any Trademark displayed on the Ripple Site without the written permission of Ripple or such third party that may own the Trademark.

Any unauthorized commercial use of the Content, including Trademarks, will violate the intellectual property rights of Ripple and/or third parties associated with Ripple and will be subject to Ripple's and/or those third party's full legal rights and remedies.

Use License. Subject to this User Agreement, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sublicensable and non-transferable license to view, print, download, and display locally Content, to the extent we hold such rights, solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

Availability of Content. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit, modify or otherwise manipulate any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this User Agreement), or for no reason at all and (ii) to remove or block any Content from the Services.

4. RULES OF CONDUCT As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Services. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- impersonates any person or entity, including any of our employees or representatives; or
- includes anyone's identification documents or sensitive financial information.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to

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the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this User Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

Termination**.** See Terms and Conditions above.

5. WARRANTY DISCLAIMER We have no special relationship with or fiduciary duty to you. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services. Except where such disclaimer of liability is prohibited by applicable law, we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitation of Liability. IN NO EVENT SHALL WE NOR OUR AFFILIATES, NOR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONTRACTORS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) $500.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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6. MISCELLANEOUS Entire Agreement and Severability. This User Agreement is the entire agreement between you and us with respect to the Services, including use of the Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of this User Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this User Agreement will otherwise remain in full force and effect and enforceable.

Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

Assignment. This User Agreement is personal to you, and is not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

Agency. No agency, partnership, joint venture, or employment relationship is created as a result of this User Agreement and neither party has any authority of any kind to bind the other in any respect.

No Waiver. Our failure to enforce any part of this User Agreement shall not constitute a waiver of our right to later enforce that or any other part of this User Agreement. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with this User Agreement to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

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Privacy Policy

Effective Date: April 22, 2024

RippleWorx is a people analytics platform that helps gain an accurate understanding of our customers' talent. Our Services are designed to help enable our customers to track and analyze employee performance and retain top talent. This Privacy Notice describes how RippleWorx ("our," "we") collects, uses, and shares personal information via its website, online services, and dashboard and mobile application (collectively, our "Services"). This Notice applies to all information provided, transmitted, or submitted through our Services, and it also describes the choices we offer with respect to such data. We collect information you choose to give us and other information that may be automatically collected from your use of our Services, including from your device. We use that information to operate our business, and for a variety of other purposes set forth below. This Privacy Notice does not apply to third parties or their services, and we are not responsible for our customers' or other third parties' privacy practices. This Privacy Notice does not apply to information that cannot be identified to any individual, household, or their devices. If you are an individual or vendor who provides information to a business that uses our Services, you should refer to that business to understand their privacy practices.

Information We Collect

To provide our Services, we collect data by which you may be personally identified. We may also collect information about the devices and equipment you use to access ourServices, including usage data.

We collect this information from a variety of sources, including:

1. Directly from you when you provide it to us, including when you or your employer enrolls in our Services.
2. Automatically as you utilize the Services.
3. From third parties, including analytics providers.

Information directly from you or your employer. The information we collect from you on our Services may include information that you provide directly to us, including a unique identifier, your name, email address, employee identification number and other business contact information. The information we receive from your employer through the Services may include employment details, work history, performance reviews and indicators, educational background, and communications between you and your employer. If you are a user concerned about what information your employer is providing and their data practices, you should contact your employer and/or refer to their privacy notice to understand how they use your data.

Information we collect through automatic data collection technologies. We may collect data regarding your use of our Services through cookies, web beacons, and other automatically collected information. This data may include your IP address, date and time you access our Services and the pages and content you access during your visit, websites that you link to or from, emails from us that you open, and the links you click on within those emails. We may also collect information from your mobile device or your computer about how you interact with our Services, including IP address, operating system, and browser type. This information helps us address customer support issues, provide you with a personalized experience, prevent fraudulent use of our services, and manage the Services we provide you, including gathering aggregated data about engagement. Cookies are small identifiers sent from a web server that are stored on your device for the purpose of identifying your browser or storing information or settings in your browser. Cookies may also be used to personalize your visit by storing your preferences or displaying content based upon what you have viewed through our Services and other websites. Web beacons or pixel tags connect web pages to web servers and their cookies. We and others may use these and similar technologies on our services and other websites. [Our Services may enable us to track and understand your

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movement across devices (e.g., website and mobile application).]

Other parties may collect personally identifiable information about your online activities over time and across third-party websites when you use our website or Services. We do not respond to “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities overtime and across third-party websites or online services.

Information we collect from third party sources. We may collect additional information from third-party analytic services who help us better understand our contacts, including advertisers, ad networks and servers, content providers, and application providers. These third parties may provide us information both in connection with our Services and through tools they use to collect information about you when you use our Services. The information they collect may be associated with your personal information or they may collect information about your online activities overtime. They and we may use this information to provide you with interest-based advertising or other targeted content, and for other purposes (such as to better understand our Services’ audience).

When you visit or log in to our website, cookies and similar technologies may be used by our online data partners or vendors to associate these activities with other personal information they or others have about you, including by association with your email or home address. We (or service providers on our behalf) may then send communications and marketing to these email or home addresses. You may opt out of receiving this advertising by visiting https://app.retention.com/optout

How We Use Information We Collect

We may use data we collect for a variety of purposes, including the following:

1. To provide, maintain, analyze, customize, measure and improve our Services.
2. To provide customer support.
3. To communicate with you, including telling you about and administering our Services.
4. To monitor and enforce our legal terms or similar terms.
5. To comply with law and satisfy our regulatory compliance obligations.
6. To detect and prevent fraud and other prohibited, illicit or illegal activity.
7. For other purposes permitted by law or to which you consent.

Please note that we may combine the information we gather about you in identifiable form, including information from third parties. We may use this information, for example, to improve and personalize our services, content and advertising.

How We Use Your Information in the EU

RippleWorx handles and processes all data in reliance and accordance with the EU-US Data Privacy Framework (DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.

If you are a resident of this EU, this section applies to you. The legal bases for which we collect, use, transfer or disclose your personal information include (i)where we have your consent, (ii) where we need to perform the contract we are about to enter into or have entered into with you, (iii) our legitimate interests; and (iv) where we need to comply with a legal obligation.

Please note that if you choose to withdraw your consent, you may not be able to participate in or benefit from our programs, services and initiatives for which you provided consent.

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We may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data as outlined above. We also may use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

Under some legislations we may be allowed to process information until you object to such processing by opting out, without having to rely on consent or any other of the legal bases above.

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

All personal information is maintained according to our information security policy. Your personal information will not be stored for longer than necessary for the purposes for which they were collected, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or to defend against legal claims.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

We will take into account the length of time your personal data is required to:

1. Continue to develop, tailor, upgrade, and improve our Services;
2. Maintain business records for analysis and/or audit purposes;
3. Comply with record retention requirements under the law;
4. Defend or bring any existing or potential legal claims; or
5. Address any complaints regarding the Services.

Please note our current policies regarding retention periods:

1. We will retain government data as defined in our customer contract;
2. Personal health or HIPAA protected data will be retained for seven years; and
3. Our current policies require deleting all other customer-provided data within 3 months after contract cancellation.

We may further retain data to defend against legal claims or protect our legal or security interests or those of others, or as permitted by law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, personal information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification, and the right to data portability cannot be enforced after the expiration of the retention period.

EU Data Protection Authorities

RippleWorx agrees to cooperate with the EU data protection authorities (EU DPAs) under the EU-U.S. DPF, the UK Information Commissioner's Office (ICO) and the Gibraltar Regulatory Authority (GRA) under the UK Extension to the EU-U.S. DPF, and the Swiss Federal Data Protection and Information Commissioner (FDPIC) under the Swiss-U.S. DPF and have the EU DPA panel, the UK ICO and the GRA, or the Swiss FDPIC serve as the independent recourse mechanisms.

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RippleWorx, Inc agrees to renew its commitment on an annual basis in cooperation with the EU-U.S. DPF and, as applicable, the UK Extension to the EU-U.S. DPF, and/or the Swiss-U.S. DPF to handle and process human resources data.

RippleWorx adheres to the EU-U.S. DPF Principles and the Swiss-U.S. DPF Principles, and further agrees the US Federal Trade Commission has jurisdiction to investigate claims against our organization regarding possible unfair or deceptive practices and violations of laws or regulations covering privacy.

RippleWorx complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. RippleWorx has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. RippleWorx has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit https://www.dataprivacyframework.gov/

As an individual residing in the US, EU, or Switzerland, you have the possibility to invoke binding arbitration under certain conditions. RippleWorx is obligated to arbitrate claims and follow the terms as set forth in Annex I of the DPF Principles, provided that an individual has invoked binding arbitration by delivering notice to your organization and following the procedures and subject to conditions set forth in Annex I of Principles.

RippleWorx is liable in cases where personal information is transferred to a third party, and agrees to comply with the Accountability for Onward Transfer Principle and the Notice and Choice Principles set forth in the DPF Program.

How We Secure Information

We are committed to maintaining measures to protect the security of your information. Of course, despite these measures, no network or system is ever entirely secure and we cannot guarantee the security of networks and systems that we operate or that are operated on our behalf.

How We Share Information

We may share your information with third parties as permitted or required by law or as directed or authorized by you. Our customers collect your information through our Services and may use that information for their own purposes. To learn more about their information use and sharing practices, you should contact them. We may share information about you:

1. With service providers and vendors who support our business or provide services to us, including those who help to operate our Services.
2. With our professional advisors who provide legal, compliance, accounting, banking, or consulting services.
3. In order to comply with our legal obligations or to protect our interests, property or legal rights, or those of our customers or third parties.
4. With law enforcement, officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar law enforcement request, or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Privacy Notice or other applicable terms.

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5. With companies or other entities in connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business.
6. For other legal purposes, such as to enforce our terms and conditions, or to exercise or defend legal claims.
7. With your direction or consent.

International Data Transfers

We currently host our Services in the United States and the European Union for customers located in those jurisdictions and do not transfer personal information between those hosting locations except where it is subject to the standard contractual clauses provided by the European Commission or another permissible method of compliance providing an adequate level of protection.

Please note that our website is hosted in the United States. By interacting with our website and providing personal information to us through it, you are consenting to the transfer of that personal information into the United States.

What Choices Do I Have?

Update personal information. If you are a business client or employee of our client and you have an account with us, you may update any of your personal information by logging into your account directly.

Marketing communications. You may receive marketing information from Rippleworx, including updates from our blog. You may opt out of receiving marketing emails, by following the unsubscribe link in each email, or by contacting us at support@rippleworx.com. Please note that you may continue to receive non-marketing emails from us after you opt-out.

Cookies. You have a number of choices regarding certain cookies. Most web browsers automatically accept cookies, but you may modify your browser's setting to notify you of cookie placement or decline cookies. If you choose to decline cookies, certain features of our website may not function properly as a result.

Your Rights as an EU Resident

If you are an EU or UK resident, you have certain rights in respect of the information that we hold about you. Below is a short overview of those rights:

1. You have the right to a copy of the personal data that we hold about you.
2. You have the right to have the personal data we hold about you corrected if it is factually inaccurate. This right does not extend to matters of opinion, such as views expressed in editorial content (such as on our blog).
3. You have the right to have personal data that we hold about you erased (the "right to be forgotten").
4. You have the right to object to our processing of your personal data where we rely on "legitimate interests" as our legal basis for processing.
5. If we are processing your personal data on the basis of your consent, you have the right to withdraw that consent at any time, in which case we will stop that processing unless we have another legal basis on which to continue.

Docusign Envelope ID: 7E6703C8-5BC4-4E95-8734-48582B31577E

Our platform and service as provided to our business customers enables businesses to analyze their workforces, including through intelligent, automated algorithms that consider sentiments. You have a right not to be subject to decisions based solely on automated decision making, including profiling, which produce legal or similarly significant effects. If you are an EU or UK resident employee of our customer, you should contact your employer if you want to understand their use of our platform or exercise these rights.

You have the right to complain about data privacy matters to the relevant data protection regulator in your country of residence. We invite you to raise your concerns with us first, so that we can try to resolve them.

Updates to Our Privacy Notice

We may update this Privacy Notice from time to time in order to provide clarification or notice of changes to our practices. If we make changes, we will revise the Effective Date. Changes to this Privacy Notice will be effective once they are posted unless otherwise indicated.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-899

Department: ITS

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

Resolution authorizing the Mayor to enter into a 3-year agreement between the City of Huntsville and Clearview AI, Inc., for the purpose of providing law enforcement with a more effective and less expensive suspect recognition search engine.

Resolution No.

Finance Information:

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

City Cost Amount: $24,940.00 for the 1st year $34,150.00 for the 2nd year $49,375.00 for the 3rd year

Total Cost: $108,465.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
This unique suspect recognition search engine will provide NAMACC with greater insight and lead generation by allowing users to quickly search and compare a suspect's digital image to publicly available online images from public-only web sources to include mugshot websites and news media. Note: The identification of a possible match candidate is not considered a positive identification of a subject and shall be treated as an investigative lead only. Such identification, on its own, does not establish probable cause to make an arrest or obtain an arrest or search warrant, absent the development of corroborative information through additional

investigation by the assigned investigator.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5989

Department: ITS

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

Resolution authorizing the Mayor to enter into a 3-year agreement between the City of Huntsville and Clearview AI, Inc., for the purpose of providing law enforcement with a more effective and less expensive suspect recognition search engine.

Resolution No.

Finance Information:

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

City Cost Amount: $24,940.00 for the 1st year $34,150.00 for the 2nd year $49,375.00 for the 3rd year

Total Cost: $108,465.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This unique suspect recognition search engine will provide NAMACC with greater insight and lead generation by allowing users to quickly search and compare a suspect's digital image to publicly available online images from public-only web sources to include mugshot websites and news media. Note: The identification of a possible match candidate is not considered a positive identification of a subject and shall be treated as an investigative lead only. Such identification, on its own, does not establish probable cause to make an arrest or obtain an arrest or search warrant, absent the development of corroborative information through additional

investigation by the assigned investigator.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Clearview AI, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Clearview AI Order Form for AL-Huntsville – Police Dept," consisting of twenty six (26) pages and the date of September 25, 2025 appearing on the margin of the forth page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September 2025.

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

APPROVED this the 25th day of September 2025.

_____
Mayor of the City of Huntsville,
Alabama

Clearview AI

Clearview AI Order Form for

AL - Huntsville - Police Dept

CUSTOMER INFORMATION

Customer:	AL - Huntsville - Police Dept
Address:	308 Fountain CircleHuntsvilleAlabama35804256-427-5000
Billing Contact:	Email and phone number
Customer Billing Instructions:	*If Customer has unique invoicing requirements, it must be attached prior to execution of this Agreement*

ADMINISTRATOR INFORMATION

The Administrator is responsible for monitoring, managing, and overseeing the activities of the agency and its users.

Full Name:	Brandon Warner
Title:	Administrator
E-mail:	brandon.warner@huntsvilleal.gov

SUBSCRIPTION TERMS

Product:	Clearview Search with Database
# of Sworn:	Authorized users at AL - Huntsville - Police Dept
Initial Term Length:	3 years
Initial Term Start Date:	From Date of Full Execution by all parties
Initial Term End Date:	36 months from Full Execution

PRICING INFORMATION

The parties agree that if Customer's subscription to the Clearview Services described herein automatically renews as allowed under this Order Form, prior to any renewal term, Clearview will notify Customer of any changes to recurring Fees no later than forty-five (45) day prior to the start of the renewal term.

RECURRING SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
CV1: Clearview AI SaaS Search - S&L	Agency	~~$49,375.00~~	$24,940.00 Intro Year 1
Total Recurring Fees		~~$49,375.00~~	$24,940.00

ONE TIME PROFESSIONAL SERVICES

SKU	QUANTITY (if applicable)	LIST PRICE	PRICE TO SUBSCRIBER
PC2: Product Configuration	n/a	~~$5,000.00~~	$WAIVED
PT1: Product Training (Virtual 1 Hr to Train-the-Trainer, 1 Session, Up to 15 Trainees)	n/a	~~$500.00~~	$WAIVED
Total One Professional Fees		~~$5,500.00~~	$0.00

PAYMENT SCHEDULE

Payment terms are Net-30. If Customer is required to terminate the Agreement due to lack of funding, as set forth in Section 5.1.4 of the Terms of Service, Customer must provide no less than ninety (90) days' advance written notice prior to the commencement of Year 2, Year 3 and/or the renewal term, with notice sent to renewals@clearview.ai

PAYMENT DUE DATE	AMOUNT DUE
Year 1 Payment, due on the Initial Term Start Date	$24,940.00
Year 2 Payment, due on the 1st anniversary Initial Term Start Date	$34,150.00
Year 3 Payment, due on the 2nd anniversary of Initial Term Start Date	$49,375.00
Total Over Initial Term	$108,465.00

By signing this Order form, I confirm that Customer has completed all required internal procurement procedures and approvals necessary to purchase this technology and I agree to the Clearview AI Terms of Service and User Code of Conduct, which can be found here: https://www.clearview.ai/terms-of-service

This order form, (**"Order Form"**), including any exhibits attached to it, is an agreement between Clearview AI, Inc. (**"Clearview"**) and the customer listed above (**"Customer"** or **"You"**). It becomes effective when You sign it. By signing, You agree this order form is subject to Clearview's Terms of Service (**"Terms"**). The Terms become effective for You and Your Users either when You first start using Clearview's Services or Products, whether through a free trial or paid subscription, or when You make a payment under this order form, whichever is earlier. The Terms govern Your access to and use of Clearview's Services and Products. If You and Clearview execute a separate written agreement that modifies the Terms, that separate agreement will override the Terms where there is any conflict. Clearview may suspend Your access unless and until it receives payment from You.

Clearview AI W-9 2025.pdf

Download: ACF4B20E27DAEF78675972FC34519703B8[illegible]

Final - Sole Source Affidavit - Clearview v. March 2025.pdf

Download: E1EFD1A7C6EA34D32C1FB41C0A0BB2D8F44C66B6D7A9CF99A2810F9E1D3BA2A

Participants

CLEARVIEW AI, INC. United States

Influencer

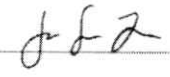
Roberto Gomez
roberto.gomez@clearview.ai

Delivery channel: Email

Viewer

Randa Rhodes
randa.rhodes@clearview.ai

Delivery channel: Email

Signed with E-sign 

09-10-2025 17:49:30 UTC

Date

Signatory

Jai-Sun Lee
jaisun.lee@clearview.ai

Delivery channel: Email
IP Address: 64.124.115.12

Viewer

Patrick Schoenberg
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Delivery channel: Email

Viewer

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Delivery channel: Email

Viewer

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Delivery channel: Email

AL - HUNTSVILLE - POLICE DEPT United States

Viewer

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Delivery channel: Email

Viewer

Stephanie Stegall-Elliott
IT Management Analyst
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Delivery channel: Email

09/25/25

Signatory

Date

Tommy Battle
City Mayor
citymayor@huntsvilleal.gov

Delivery channel: Email

09/25/25

Signatory

Date

President of City Council
President of the City Council of the City of Huntsville, Alabama
presidentofcitycouncil@huntsvilleal.gov

Delivery channel: Email

CLEARVIEW AI UNIQUE ATTRIBUTES / SOLE SOURCE - 2025

Clearview AI is a unique facial recognition search engine that enables users to search publicly available online images. Clearview AI's patented, proprietary technology enables a user to upload an image of a face and generate a set of search results that contains images of highly visually similar faces from images located across the internet. Clearview AI is the sole provider of the following combination of functionalities, features, and services.

EXCLUSIVE CAPABILITIES AND DATABASES

Clearview AI maintains a proprietary database of 50+ billion facial images sourced from the public internet, representing the largest and most comprehensive facial recognition database available to government agencies.

Unique attributes of Clearview AI's services include:

- **Largest Public Database**: Facial recognition searches of publicly accessible online facial imagery for supporting official, authorized work of government agencies.
- **Source Attribution**: Providing facial images alongside links to the webpages where they originally appeared.
- **Advanced Compliance & Oversight Tools**: Tools to facilitate system oversight, compliance with user agency policies, auditing, sharing and reporting features.
- **Unified Platform**: A unified platform of identity management, allowing for customized gallery image enrollments, still image extraction, public online imagery access, and facial recognition capability.
- **Multi-Database Architecture**: The only solution offering integrated access to public internet imagery, shared agency selected galleries, and agency-specific custom databases within a single platform.

CRITICAL DIFFERENTIATORS FROM ALTERNATIVE SOLUTIONS

Vendors offering only mugshot database searches fundamentally cannot and do not provide equivalent functionality to Clearview AI's comprehensive solution due to Clearview AI's capability to additionally search public online images. Clearview AI participates in the National Institute of Standards and Technology's ("**NIST**") Face Recognition Vendor Test ("**FRVT**") and its algorithm has consistently achieved greater than 99% accuracy across all demographics.[1]

Clearview AI also holds U.S. Patent No. 11,250,266, titled "Methods for Providing Information About a Person Based on Facial Recognition," granted by the U.S. Patent and Trademark Office in 2022. The patent protects Clearview AI's core capability to match images from publicly available sources across the internet using its proprietary algorithm.

The above statement is made in good faith, with due diligence and a current assessment of the market.

JACK MULCAIRE
Chief Legal Officer
Clearview AI, Inc.

AMY M HILLIARD
Notary Public-Maryland
Anne Arundel County
My Commission Expires
February 27, 2027

State of MD County of Anne Arundel
Subscribed and sworn to (or affirmed) before me on this
28th day of March, 20 25 by
Jack Mulcaire proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

[1] This refers to performance in the categories of Demographic Effects on Visa-Border and Mugshot photos in the NIST Facial Recognition Vendor Test in the 1:1 setting, as well as performance in the Mugshot-Mugshot, Mugshot-Webcam, Visa-Border, Border-Border (≥ 10 YRS), Mugshot-Mugshot (≥ 10 YRS) categories of the 1:N investigative setting (as determined by testing conducted in June 2024).

Last Updated: January 7, 2025

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES AND SUBSIDIARIES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING, OR BY USING THE CLEARVIEW PRODUCTS OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW PRODUCTS AND SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS.

This Agreement governs the access, use, and provisioning of the Products and Services provided by Clearview or through an Authorized Reseller and licensed to Customer. By ordering Products or Services or accessing or using the Products or Services, Customer agrees to be bound by these Terms. Clearview and Customer are sometimes referred to individually as "**party**", and collectively as "**parties**". If there is a conflict between the Order Form and this Agreement (as updated from time to time in accordance with Section 15 below), the Order Form will prevail. If You, as the Customer, already agreed to a Terms of Service or an End User License Agreement before the published/last updated date set forth in these Terms, any clauses in Your prior agreement pertaining to local laws or applicable to Your specific jurisdiction, including a Location Specific Addendum, will continue to be valid and enforceable. These local law specific provisions remain unchanged and will continue to apply to You after the published/last updated date of these Terms.

DISCLAIMER: As with any search engine, search results established through Clearview and its related systems and technologies are indicative and should not be considered definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Clearview's facial recognition algorithm has been tested by the National Institute of Standards and Technology's Facial Recognition Technology Evaluation program, and was found to be highly accurate, but its performance under real-world conditions can differ. The quality of a submitted probe image, the lack of online images of a depicted individual in Clearview's Database, and other factors can impact and potentially reduce the accuracy of the Clearview search results. A set of search results produced by the Clearview search engine may contain a mix of images of the person depicted in the probe image and images of other similar-looking individuals. Clearview is neither designed, nor intended, to search the internet for artificially-generated images of faces or to be used as a sole-source system for conclusively establishing or determining an individual's identity. It is the responsibility of the Customer to corroborate any identifying information or other data discovered on third party sites using any Clearview system or included in Clearview search results by conducting additional research.

The parties incorporate by this reference the above clauses, and agree as follows:

1. DEFINITIONS

The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

1.1. "Access Credentials" means the necessary security keys, secrets, tokens, and other credentials to access the Clearview APIs. The Access Credentials enable Clearview to associate Customer's API Program with Customer's use of the Clearview APIs.

1.2. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with Clearview, whereby control means owning 50% or more of Clearview's voting stock.

1.3. "APIs" means a set of Clearview application programming interfaces, software code, tools, unique access key or link assigned, documentation, information, or materials with the functions and procedures that allow the Customer to make use and access the features and algorithm of Clearview, Clearview's Products and Services, Database, Customer Equipment, other developer services, and associated software.

1.4. "Authorized Reseller" means an entity that is authorized by Clearview to market and sell Clearview's Products and Services to a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, military operations, law enforcement, public safety, public defender, or criminal investigative work. The relationship between Clearview and the Authorized Reseller will be pursuant to a separate agreement executed between Clearview and Authorized Reseller.

1.5. "Authorized User" means an individual who is employed by or under the legal direction of the Customer and is authorized to carry out official government tasks on behalf of the Customer. Any and all Authorized Users must be approved by the Executive User to access and use the Products and Services.

1.6. "Clearview", "We", or "Our" means Clearview AI, Inc., its Affiliates, Subsidiaries, successors and assigns.

1.7. "Clearview Confidential Information" means (i) any and all documents and other materials that are marked as being confidential or proprietary, and (ii) any and all information that one would reasonably deem to be confidential given the nature of the information and the circumstances regarding its disclosure, including, but not limited to, trade secrets, proprietary information, object and source code, know-how, business operations, proposed products and services, research and development, business forecasts, finances, Clearview-provided documents, and customer lists.

1.8. "Cloud Product" means Clearview's facial recognition search engine production and functionality, hosted remotely and accessed via the Internet, Database, publicly-available online image indexing and search functionality, licensed by the Customer and listed on the applicable Order Form.

1.9. "Country of Concern" means (1) any foreign government determined by the U.S. Attorney General, with the concurrence of the Secretaries of State and Commerce, to have engaged in a long-term pattern or serious instances of conduct significantly adverse to the national security of the United States or the security and safety of U.S. persons; and (2) poses a significant risk of exploiting government-related data or bulk U.S. sensitive personal data to the detriment of the national security of the United States or security and safety of U.S. persons. As of December 27, 2024, this includes: China (including the Special Administrative Regions of Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela.

1.10. "Covered Data Transaction" means any transaction that involves any access by a County of Concern or Covered Person to any government-related data or bulk U.S. sensitive personal data and that involves: (1) Data brokerage; (2) a vendor agreement; (3) an employment agreement; or (4) an investment agreement.

1.11. "Covered Person" means (i) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern, or that is organized or has its principal place of business in a Country of Concern; (ii) any foreign person that is an entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Covered Persons; (iii) any foreign person that is an individual who is an employee or contractor of a Country of Concern or of a Covered Person; (iv) any foreign person that is an individual who primarily resides in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the Attorney General to be owned or controlled by, subject to the jurisdiction or direction of, acting or likely to act for or on behalf of, or knowingly causing or directing or likely to cause or direct a violation of 28 C.F.R. § 202.101 (2025). The names of persons designated as a Covered Person are published in the Federal Register and incorporated into the National Security Division's Covered Persons List. The Covered Persons List is accessible through the following page on the National Security Division's website at https://www.justice.gov/nsd.

1.12. "Customer" or "You" means a government agency authorized to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work; or any contractor or individual authorized to carry out such tasks on behalf of the foregoing entities who enters into or has entered into a legal relationship under an Order Form with Clearview or an Order Form that is submitted by an Authorized Reseller on behalf of Customer and is accepted and countersigned by Clearview.

1.13. "Customer Equipment" means any computing platforms, computer hardware, cloud computing environments, or other IT infrastructure that is owned , licensed or controlled by the Customer or a third party for use by Customer, and which is used to access or use any Clearview Product, application or service, including, but not limited to the Cloud Product or any Clearview APIs. This includes, but is not limited to, servers, computers, mobile devices, tablets, virtual machines, containers, cloud-based compute and storage services, or other equipment where the Customer has installed, deployed, hosted, or maintained the Clearview APIs.

1.14. "Database" means all images collected by Clearview and any data including facial vector data, produced by Clearview from such images and hosted in a cloud storage database. The Database does not include probe images or images contained in the Galleries Product.

1.15. "Debarred List" means a list maintained by the U.S. General Services Administration of parties excluded from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

1.16. "Denied Persons List" means a list published by the U.S. Department of Commerce's Bureau of Industry and Security that identifies individuals and entities that have been denied export privileges.

1.17. "End User License Agreement" means the Clearview license agreement provided to the Customer for the purpose of licensing access and use to the Products and Services when the Customer purchases the Products and Services through an Authorized Reseller.

1.18. "Entity List" means a list published by the U.S. Department of Commerce's Bureau of Industry and Security of certain foreign persons, including businesses, research institutions, government and private organizations, and individuals, that ARE determined to be a potential risk for illegal exports.

1.19. "Executive User" or "Administrator" means the individual(s) designated by Customer who has administrative privileges over Customer's Clearview account, including search history, audit, approval, User management, and suspension capabilities over all Users associated with such Customer account.

1.20. "Fees" means all fees, charges, and applicable taxes payable by Customer to Clearview, or by Customer to an Authorized Reseller, for a license and right to use and access the Products and Services. In the event the Customer purchases the Clearview Products and Services through an Authorized Reseller, the payment terms shall be as outlined in the Reseller Forms and such payment terms will be provided by the Authorized Reseller to Clearview on a Clearview approved Order Form.

1.21. "Galleries Product" means a private image database comprised of images and Content uploaded, shared or provided by the Users in the Customer account, which Customer may search probe images against. Images uploaded into this product are not combined with the Clearview Database (as defined above).

1.22. "Intellectual Property" includes, without limitation, Clearview's Products and Services (including any materials, deliverables or code provided as part of the Services) and all inventions, software, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, methodologies, know-how, tools, models, templates, source code, object code, algorithms, user interfaces and screen designs, metrics, analytics and data generated or processed by Clearview or Clearview's software or systems, whether pre-existing or created after the effective date of the Order

Form, and whether developed by Clearview or a third party, including any modifications, enhancements and derivatives thereof (including without limitation, metrics, data, analytics and other information generated or processed by such Services).

1.23. "Location Specific Addendum" means additional legal terms that apply to the Customer's access and use of the Products and Services based on the jurisdiction of where the Customer is located. The Location Specific Addendum can be viewed in the Customer's Clearview account. In the event of a conflict between the Location Country Specific Addendum and these Terms, the Location Specific Addendum shall prevail with respect to such conflict.

1.24. "Order Form" means (i) an order placed by Customer for Products or Services through a Clearview on-line registration or e-signature page, a trial account, Clearview provided order form, or a form otherwise approved and signed by Clearview; or (ii) a mutually executed order form or similar ordering document signed by Clearview and Authorized Reseller describing commercial information and related terms for Customer's purchase of the Products and Services.

1.25. "Professional Services" means the configuration and provisioning, integration, support, and other professional services related to Customer's use and access to the Products that are specified in an Order Form.

1.26. "Reseller Forms" means additional agreements and forms Customer signs when purchasing Clearview Products and Services through an Authorized Reseller. If there is a conflict between the Reseller Forms, this Agreement or a Clearview End User License Agreement (if applicable), the order of precedence is the End User License Agreement, this Agreement, and then the Reseller Forms.

1.27. "Services" or "Products" means Clearview's mobile-accessible and web browser platform, Professional Services, facial imaging and search software, APIs, Database, Cloud Product, image indexing and search functionality, and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

1.28. "Specially Designated Nationals List" means a list published by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) that identifies individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers.

1.29. "Subsidiary" means a company that is wholly or partially owned and controlled by Clearview AI.

1.30. "Unverified List" a list published by the Bureau of Industry and Security ("BIS") of foreign persons for whom BIS has been unable to verify end-use checks and other information related to exports.

1.31. "User" means the Authorized Users and the Executive User(s).

2. LICENSE TERMS.

Users may only use and access the Products and Services pursuant to these Terms. Customer is solely responsible for itself and its Users' access to and use of the Products and Services and shall abide by, and ensure compliance with, all applicable laws in connection with the Customer's and its Users' use of the Products and Services, including but not limited to, laws related to intellectual property, data privacy, export control, and any laws applicable to Customer's use of facial recognition technology. Use of the Products and Services is void where prohibited.

2.1. Subject to payment of all applicable Fees and Customer's adherence to these Terms, Clearview grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to install and run (to the extent applicable), access and use the Products and Services. This license is applicable to the

Customer and its authorized Users only. This right extends to any copies, corrections, bug fixes, enhancements, modification, or new versions of the Products and Services created by Clearview for the purpose of providing the Products and Services to Customer. Any and all information Customer or its Users submits to Clearview in order to register for and/or use certain Products and Services must be accurate. Customer is entirely responsible for maintaining the security of the login information of its Users and agrees its Users shall not disclose such information to any unauthorized third party. Clearview retains all rights, titles, and interests in the Products and Services (and any copy thereof), including all related Intellectual Property rights. Any attempt by You to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms is void. Clearview reserves all rights not expressly granted under these Terms with respect to the Products, Services, and otherwise.

3. USES.

3.1. Permitted Uses.

3.1.1. Before accessing the Clearview Products and Services, all Users must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct, and Principles. While Clearview provides training on the technical aspects of our Products and Services, it is the Customer's responsibility to develop additional internal policies, processes, and training. This further training should focus on ensuring proper, ethical, and legal usage in line with applicable laws. The Customer must ensure that their Users are fully informed and compliant with your own training requirements and guidelines, beyond the scope of Clearview's provided technical training. Customer will assign at least one Executive User to act as liaison between Customer and Clearview. The Executive User is responsible for providing and maintaining a list to Clearview of who is an Authorized User and overseeing the Authorized Users' use of the Products and Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Products and Services for official government purposes, all of which must be done in compliance and consistent with any local, state, federal, international, or other applicable law. Users shall not use the Products and Services for any purpose other than those within the scope of their authorized official government duties. Customer will comply with all applicable law, regulation, and third party rights (including, without limitation, laws regarding the import or export of data, biometric data, or software, privacy, and local laws).

3.1.2. Customer represents and warrants that it is fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Customer's access may be terminated without warning if Clearview believes that Customer is otherwise ineligible.

3.1.3. Customer will only access (or attempt to access) an API by the means described in the documentation of that API. If Clearview assigns Customer Access Credentials (e.g. client IDs), Customer must use them with the applicable APIs. Customer will not misrepresent or mask its identity when using the APIs or developer accounts. The Clearview APIs are intended only for use within the Customer's organization. The Customer may not share access to the Clearview APIs with any third party or make them publicly available. The Clearview APIs can only be hosted on private platforms restricted to the Customer's internal Users. Public platforms, or other external-facing servers must not be given access to the Clearview APIs.

3.1.4. Clearview sets and enforces limits on Customer's use of the APIs (e.g. limiting the number of API requests that You may make or the number of Users it may serve), in our

sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API. If Customer would like to use any API beyond these limits, Customer must obtain Clearview's express consent (and Clearview may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Clearview API team for information.

3.2. Prohibited Uses.

3.2.1. Customer agrees that it will not, and ensure that its Users do not: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Products or Services; (ii) knowingly or negligently use the Products and Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Products or Services; (iii) use the Products or Services to engage in activity that is illegal, fraudulent, false, or misleading; (iv) **use the Products or Services to engage in activity that would discriminate against any person or violate any person's civil rights**; (v) use the Products or Services to transmit any material that it unlawfully possesses; (vi) build or benchmark a competitive product or service, or copy any features, functions or graphics of the Products or Services; (vii) upload or transmit any software, Content, or code that does or is intended to harm, disable, destroy or adversely affect performance of the Products or Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of the Products of Services; (viii) engage in any activity or use the Products or Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Products or Services, or any servers or networks connected to the Products or Services or Clearview's security systems; (ix) use the Products or Services in violation of this Agreement and any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties; and (x) permit multiple Users to access the Products or Services using a single email address and password or simultaneously access the Products or Services using the same login credentials.

3.2.2. With respect to the Products and Services, You and all Users are prohibited from engaging in the following acts: (i) using the Products or Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Products or Services; (iii) infringing on any known copyright discovered with or accessed by the Products or Services; (iv) permitting anyone other than an Authorized User or Executive User to use or access Your Clearview account or the Products or Services; (v) use of any automated systems or software to extract the whole or any part of the Products and Services, the information or data on or within the Products and Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Products and Services; (vi) research or identify any individuals known to be residing in the State of Illinois, U.S.A.; and (vii) bypass security protocols or attempt to log in with the same account credentials from two different locations at the same time.

3.2.3. Except for Your own internal authorized use, You are strictly prohibited from using the APIs, Customer Equipment, Products or Services to develop or create any products or services which compete with the Products and Services (Clearview AI, the open internet search engine for official government use). Except for an Authorized Reseller, You are prohibited from sublicensing, reselling, or distributing the Products, Services, and APIs. If a Product or Service has any defined limit or restriction on usage (such as a search count listed on an Order Form), and the Customer intentionally circumvents or manipulates that limit through any means, the User will be deemed in violation of this Agreement.

Clearview reserves the right to suspend or terminate the Customer's access to any and all Products and Services if such intentional circumvention is discovered.

3.3. Security

3.3.1. You are responsible for the activities of all Users who access or use the Products and Services through Your Account and You agree that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Users. If the Customer or the Executive User becomes aware of any violation of this Agreement in connection with its Users use of the Products or Services by any person, you must immediately contact the Clearview legal department at legal@clearview.ai. The Executive User acknowledges and agrees that it will cooperate with a member of the Clearview security or legal team for the purpose of completing its investigation of any alleged misuse, complaint, violation of these Terms, or applicable law. Clearview may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User access.

If Clearview suspects or receives a report that the Customer or a User has misused the Products and Services, breached these Terms, or violated any applicable law, the Customer must cooperate with Clearview to perform an audit of the Customer's account to investigate the reported issue and/or ensure compliance with this Agreement. If such audit reveals that Customer or its Users provided unauthorized access to users not permitted under this Agreement, or used the Products or Services in violation of this Agreement, Clearview may (i) terminate this Agreement, (ii) suspend Customer access to the Clearview Products and Services, or (iii) suspend access to the Products and Services unless and until the Fees are adjusted to reflect the Customer's actual usage of the Clearview Products.

3.3.2. You will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the Clearview APIs, except to remove the Clearview APIs from a hardware, Customer Equipment, or computer of which You are an owner or authorized user in a manner permitted by these Terms. You may not violate or attempt to violate the security of the Clearview APIs. Clearview reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting Users who have participated in such violations.

You will ensure that the Customer Equipment is maintained, developed with, and contains protections that are adequate to keep secure and prevent the interception of any APIs transmitted to or from such Customer Equipment. You will ensure that the Customer Equipment transmits data with protocols that are at least as secure as those being used by the Clearview APIs, and in any event with protocols as secure as 128-bit SSL encryption. You will not attempt to circumvent any security measures or technical limitations of the APIs. You will immediately notify Clearview of any security deficiencies, vulnerabilities, or bugs that You discover, or suspect have resulted in or that reasonably may result in any theft, loss, misuse, or unauthorized access to or use of Clearview data or the APIs.

3.3.3. Access Credentials (such as passwords, keys, and client IDs) are intended to be used by You and identify Your Customer Equipment. You will keep Your Access Credentials confidential and Access Credentials may not be embedded in open source projects. If You do not log in to Your API account for six (6) or more months, or we receive a bounce back that Your email is no longer in service, we may treat Your account as "inactive" and permanently delete the account and all the data associated with it.

4. PAYMENT TERMS.

4.1. Forms. If You elect to pay Your Fees with a credit card, You agree that Clearview may charge the credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Products and Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or Clearview provided invoice. Except for an Order Form approved by Clearview from an Authorized Reseller, if You provide Clearview with Your own purchase order document, unless otherwise agreed to by the Clearview Chief Revenue Officer and Legal Team, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. Monthly. If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide on a monthly basis for the Products and Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for the Products and Services, You will have seven (7) days to provide new credit card information to pay for the Products and Services, otherwise Your access to the Products and Services may be terminated by Clearview in its sole discretion.

4.3. Term. If Your Account is for a specific term period, then You shall pay for the Products and Services as outlined on Your Order Form or Clearview invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off) or as instructed by the Authorized Reseller.

4.4. Late Payments. **This Section 4.4 will not apply to Customers where applicable law prohibits the Customer from contractually agreeing to late fees or interest.** To the extent the jurisdiction that You are located in allows You to incur late charges for failure to pay Fees in a timely manner, any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Products and Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

If applicable, if Clearview does not receive payment from an Authorized Reseller for the Products and Services outlined on the Order Form, Clearview may immediately suspend Customer's access to the Products and Services, this Agreement, or any Order Form by providing written notice to Customer. However, in Clearview's sole discretion, it may instead choose to directly collect Fees from the Customer in order to prevent any suspension in Customer's access to the Products and Services. Clearview reserves the right to directly pursue payment from the Customer if an Authorized Reseller fails to submit payment to Clearview as outlined on the Order Form.

4.5. Price Changes. Clearview reserves the right to change the pricing for Products and Services at any time, including those previously offered for free. However, the pricing listed on a Customer's Order Form shall govern over any pricing changes for the duration of the initial term period specified in the Order Form (this does not include automatic renewal periods). After the initial term period specified in the Order Form expires, Clearview will notify the Customer of any pricing changes applicable to renewed terms and give the Customer an opportunity to terminate access before being charged the new pricing. For Products or Services that were previously free, Clearview will not begin charging a fee during the initial term specified in the Order Form unless the Customer has been notified of the applicable fees in advance and has agreed to the pricing change. However,

Clearview reserves the right to revoke or limit the Customer's use and access to such previously free features at its sole discretion if it chooses to charge for them later.

4.6. Taxes.

4.6.1. If You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with proof of or an executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law. Notwithstanding the foregoing, if You are **not** tax exempt, then the Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Products and Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes. Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

5. TERM AND TERMINATION.

5.1. Term. This Agreement is effective on You and Your Users commencing on the day You first use the Products or Services, whether it be via a free trial or a paid subscription license. If You purchase the Products or Services for a specific term (as further set forth in Your Order Form), the termination will be effective on the last day of the then-current term, renewal term, or in the case of a month-to-month Agreement, upon written notice of Your desire to terminate the Agreement at the end of the applicable month. Either party may terminate any applicable renewal term by providing the other party with notice of non-renewal at least 30 days before the end of the applicable renewal term. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may immediately terminate (i) Your access to the Products and Services , (ii) an Order Form, or (ii) this Agreement, and retain any Fees previously paid by You. Upon the expiration of this Agreement, to the extent You continue to access and use the Products and Services, the terms of this Agreement will continue to apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You and Your Users must cease any further use of the Products and Services.

This Agreement may be terminated in the following ways:

5.1.1. By mutual agreement: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. By breach: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this section before terminating the Agreement. Clearview will not issue or provide any refund for Fees paid in advance if this Agreement is terminated due to your breach of the Agreement.

5.1.3. By impossibility of performance: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, war, flood or storm, strikes, or changes in an applicable statutory

regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. Lack of Funding – Government Agencies. If the necessary funds to fulfill the payment obligations under this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement.

5.2 Termination. Upon termination of these Terms, You will immediately stop using the Products, Services, associated APIs and Cloud Product. Clearview may independently communicate with any account owner whose account(s) are associated with Your Customer Equipment or API and Access Credentials to provide notice of the termination of Your right to use the Customer Equipment for an API. Upon termination or expiration of these Terms or of access to an API, or upon written request of Clearview, You shall (i) promptly destroy or return the APIs in whatever form they may be held by You, including the destruction or return of any and all documents and other materials associated with such APIs and Cloud Product and all copies thereof, and (ii) confirm in writing (in a form to be approved by Clearview) to Clearview that You have complied with the obligations set forth in this Section.

6. CONFIDENTIALITY.

6.1. To the extent legally permissible, Customer shall not disclose Clearview Confidential Information, or any part thereof, to any third party. Customer shall only use Clearview Confidential Information to exercise Customer's rights and obligations under this Agreement. Furthermore, Customer agrees to use the same degree of care to protect Clearview Confidential Information from accidental and/or unauthorized use and disclosure as Customer uses to protect Customer's own confidential information, but in no event shall such degree of care be less than a reasonable degree of care. Each User must have a need to access Clearview Confidential Information, be bound by confidentiality restrictions materially consistent with those set forth herein, and comply with the terms of this Agreement.

Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("**FOIA**") or a substantially similar law applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will **endeavor** to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

6.2. You or Your Users may provide, or Clearview may invite You to provide comments or ideas about the Products or Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied); (iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that You submit.

7. PROPRIETARY RIGHTS AND COPYRIGHT.

All rights not expressly licensed to Customer under this Agreement are reserved exclusively by Clearview, including, without limitation, all ownership, title, and proprietary rights in and to Clearview Intellectual Property. While You acknowledge that Clearview is engaged in the collection and processing of public images and facial recognition data on Your behalf and for Your benefit, under no circumstances shall any Products or Services provided by Clearview be deemed "works made for hire" by Clearview for the ownership of the Customer. Except as authorized by Customer in this Agreement, Customer retains sole and exclusive ownership to any and all Content, and Customer shall be responsible for the accuracy, quality, integrity and legality of Content and of the means by which it acquired the Content.

8. CUSTOMER REPRESENTATIONS.

a. You represent and warrant that: (i) Your signatory on the Reseller Forms and any Order Form has the actual authority to contract with Clearview on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) Users are not on any Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List or any other lists published by the U.S. Government.

b. By accessing and using the Products or Services, You represent and warrant that: (i) You and Your Users will use the Products and Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (ii) You have a legitimate interest to use the Products or Services to engage in data processing activities, and (iii) Your use of the Products or Services are in the public interest and are proportional to carry out that public function. You understand, acknowledge and agree that entering into this Agreement and accessing the Products and Services is for the purpose of Clearview cooperating with Customer to carry out official government tasks, national security, intelligence, counterintelligence, law enforcement, public safety, public defender work, or criminal investigative work as authorized under applicable law.

c. Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, Virginia or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview Privacy Policy, Clearview does not knowingly sell or share information about consumers under the age of 16.

d. Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, or (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency that is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency that has an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.

e. This representation and warranty set forth in Section 8(e) shall not apply to: (i) transactions that are required or authorized by U.S. Federal law, (ii) an international agreement to which the United States is a party, as further listed under § 202.507 of 28 C.F.R. Part 202, or (iii) data transactions

undertaken for the official business of the United States Government. Specifically, it does not apply to activities conducted by United States Government employees, grantees, or contractors; or authorized activities of any United States Government department or agency, including those performed by Federal depository institutions or credit union supervisory agencies acting in the capacity of receiver or conservator; or transactions carried out under a grant, contract, or other agreement with the United States Government. Such activities must be undertaken pursuant to a grant, contract, or other agreement with the United States Government and directly further the official business of the United States Government. This exemption does not apply to activities outside the scope of official government business or to transactions conducted for any other purpose.

Customer represents and warrants on behalf of itself and its Users, that it is not a Covered Person, and agrees that it will not, under this Agreement, perform any services, engage in any transactions or activities, or use the Products and Services to engage in a Covered Data Transaction involving data brokerage with a Country of Concern or a Covered Person. Customer must promptly report any known or suspected violation of this Section 8(e) to legal-requests@clearview.ai within five (5) days of the known violation. The report must include detailed information regarding the nature, date, and circumstances of the violation, along with any supporting documentation. Customer shall fully cooperate with Clearview in any subsequent investigations, inquiries, or additional reporting obligations required by applicable laws or regulations. For avoidance of doubt, this representation and warranty prohibits Customer from engaging in certain transactions with Clearview search results, including, but not limited to, providing Clearview search results pertaining to U.S. residents to any person or entity, (i) residing in any Country of Concern, (ii) controlled by a person residing in a Country of Concern, or (iii) designated as a Covered Person.

For the purposes of Section 8(e), additional definitions are outlined in 28 C.F.R. § 202.101 (2025), Part 202—Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons. The full text of these regulations can be accessed in the Federal Register at: https://www.federalregister.gov/d/2024-31486.

9. USER CODE OF CONDUCT.

These Terms incorporate the Clearview User Code of Conduct by reference. You and all Users are required to abide by the Clearview User Code of Conduct, which is attached as Appendix 1. The User Code of Conduct outlines specific requirements for maintaining the security of individual accounts, using the Products and Services only for authorized government purposes as permitted by Your agency, and verifying and independently supporting all image search results. It is imperative that all Users adhere to the User Code of Conduct at all times while using the Clearview Products and Services.

10. COLLECTION AND SHARING OF DATA.

Subject to the terms of Clearview's Privacy Policy, You and on behalf of Your Users expressly authorize Clearview to act as an agent and processor on Your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving and processing Content (as defined below) uploaded or provided to the Products and Services; (iii) producing, processing, and storing facial vectors from images collected from the Internet and from Content, provided by You, or shared by You with Clearview, for the purpose of providing the Products and Services to You, and (iv) cooperating with You to investigate conduct or activity that You reasonably and in good faith believe may violate federal, state, or local laws, rules, or regulations. Any publicly available image data collected by Clearview from the internet is collected and processed for the purpose of improving the function of its search engine, enabling Clearview to improve the Products and Services accessed by the Customer and provide a more effective investigative tool to the Customer.

By accessing and using the Products or Services, Users affirmatively consent and allow Clearview to collect several types of information for our business operations, including:

- **Individual or Agency Account Creation**: When creating an account, Users may be required to provide Your name, rank/title, contact information, and employer/agency name. In some cases, we may request reasonable additional information such as age or identity verification information. Please note that we reserve the right to reject any account application or activation for any reason.

- **Communications.** Clearview may provide Users with the option to communicate with the Clearview customer support team via telephone, SMS, or MMS messages. If You or a User provide a mobile number to Clearview, You consent to Clearview contacting You or the user via SMS text messages for business-related and customer service purposes, including but not limited to facilitating two-factor authentication for login to Clearview Products and Services, providing updates on orders, customer support services, responding to inquiries, and offering relevant information pertaining to Your account, the Products or the Services. By Users voluntarily providing a mobile phone number to Clearview and submitting a customer service inquiry, You agree that Clearview may contact such User by telephone, SMS, or MMS messages at that phone number, and consent to receiving such communications for transactional and informational purposes in response to customer service inquiries. You understand that such messages may be sent using an automatic telephone dialing system, and You are responsible for any fees that your phone service provider charges for SMS, data services, etc.

- **During Usage of the Products and Services**: Information related to Your use of our Products and Services, such as IP addresses, browser type and version, geographic location, search history within the Products and Services, records of User login history, and any other data that may be helpful for improving and enhancing our Products and Services. Clearview reserves the right to create, disclose, and use aggregated and/or anonymized data derived from your personal information and usage details for internal business purposes and compliance purposes.

By accessing and using the Products and Services, You and Your Users agree and consent to the sharing of certain types of personal data and information with third parties. Specifically, Users consent to:

- Sharing their name, title, contact information and written messages to Clearview and its employees with a third-party provider or service provider who provide us with certain services, such as cloud storage, customer service and support, software, payment, and customer relationship management tools.

- Sharing Content with other Clearview customers, including for the purposes of investigative deconfliction and image gallery sharing, only if the Executive User or a User consents to such sharing of the Content.

- Disclosure of personal data as may be required by laws and regulations.

For more information on how we handle personal data and protect privacy, please review our Privacy Policy here.

11. USER CONTENT.

11.1. In connection with the Products and Services, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that You and Your Users: (i) have lawfully obtained and own the Content uploaded into the Products and Services, including the Galleries Product, or otherwise have the rights to grant the license set forth in this Section; (ii) the posting and use of Your Content does not violate the rights of any third party, including, privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) uploading the Content does not result in

a breach of contract between You and a third-party. Except for Content owned or licensed by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for official government use, the protection of public security, and any other uses allowed under this Agreement.

11.2. You expressly authorize Clearview to perform technical functions necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow it to be uploaded, stored and used across Clearview's Products and Services. With respect to the Customer Equipment, we grant You a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the Clearview API, including any online or enclosed documentation, data distributed to Your computer for processing and any future programming fixes, updates and upgrades provided to You, onto a network server or computer workstation for Your sole use to install, interact with and utilize the Clearview APIs, including the content and features contained therein. For the Customer Equipment, this license may not be shared, transferred to or used concurrently on different servers or workstations, and Clearview may require You to install future programming fixes, updates and upgrades provided to You for the APIs. Clearview reserves the right to add additional features or functions to the Clearview Products and Services when installed on Your computer or via a Customer Equipment and the Clearview's APIs may periodically communicate with Clearview servers. All activities that occur using Your Access Credentials are Your responsibility.

11.3. In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Products and Services. Your Content, including that in the Galleries Product, will remain inaccessible to other Clearview Customers **unless** You or Your Users authorize it, or it becomes public through no confidentiality breach by Clearview. If You or Your Users elect to share Content uploaded by You with other Clearview customers, You represent and warrant that You have the lawful authority to share such Content with other Customers. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview may delete the Content, except for images which are in the public domain. In Clearview's sole discretion, any and all video Content provided or uploaded by a Customer may be automatically deleted by Clearview on the earlier occurrence of either (i) the need for Clearview to deliver its image extraction services is fulfilled, or (ii) 15 days after the original upload of such video Content. Customer understands that Clearview is not a video host platform and will only maintain this data to the extent necessary to provide the Products and Services. Customer acknowledges and agrees that Clearview may delete video Content without notice and shall have no liability for such deletion. Customer retains all rights to the video Content and is solely responsible for backing up and archiving such Content.

11.4. Clearview Enhance. Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). If the feature is available to the Customer, Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative, not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search

results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

11.5. Development of Products and Services. We are constantly developing new technologies and features to improve our systems, facial recognition technology algorithm, Products and Services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our Products or Services, and/or start offering new Services or stop offering old ones. When a Product or Service requires or includes downloadable software, that software sometimes updates automatically on Your device once a new version or feature is available. Some services let You adjust Your automatic update settings. In addition, You acknowledge and agree that in connection with Clearview's continued work on its Products, Services and algorithm, such research and development is in furtherance of our provision of the Products and Services to You. If we make material changes that negatively impact Your use of our Services, we will provide You with reasonable advance notice (which may be via email), except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

11.6. Limited Rights. If data collection and crawling services ("**CaaS Services**") are performed by Clearview on behalf of the Customer, as further outlined on the Order Form, Customer understands that Clearview may prioritize completing these CaaS Services over other unrelated Services and Clearview is not developing or delivering any unique technical data set to Customer. Any and all data that Clearview may collect or generate during the performance of CaaS Services ("**CaaS Content**") shall remain the sole property of Clearview, subject to Clearview's unlimited rights. The Customer does not acquire any ownership rights or license to use any such CaaS Content after the Customer is no longer an active Customer of Clearview. To the extent applicable and if it is determined that any data produced by the Products, Services, or CaaS Services is "technical data", the Customer shall only receive the limited rights granted under DFARS 252.227-7013. This means the Customer does not have the right to release or disclose the data outside the Customer without written permission from Clearview, and the Customer acknowledges its limited rights to use, modify, reproduce, release, perform, display or disclose any such technical data. Clearview expressly disclaims granting the Customer any implied licenses in technical data under this Agreement beyond the limited rights (if applicable) expressly granted to the Customer as outlined above. The Customer does not have any rights to the technical data beyond what is stated in this disclaimer. Clearview is not obligated to provide any Professional Services beyond those set forth in the Order Form, unless and until the parties mutually agree in writing to any change order or amendment to such Order Form.

11.7. The Products and Services (to the extent constituting software) are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, You receive only those rights with respect to any such Product or Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

12. NO WARRANTIES.

12.1. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES, REGARDING THE ACCURACY OR

RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PRODUCTS OR SERVICES OR THAT THE PRODUCTS OR SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS OR SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE PRODUCTS OR SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS AND SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE PRODUCTS OR SERVICES. USE IS AT YOUR OWN RISK.

12.2 Beta Services. The term "**Products**" or "**Services**" excludes any features, modules or applications labeled as "Pre-Release," "Alpha," "Beta" or the like ("**Beta Services**"). Beta Services are experimental, trial applications and features that may be revoked by Clearview, "break" or cease to be available at any time. Clearview may remove or suspend access to Beta Services at any time. Beta Services are not required in order to use the Products and Services and are not part of the Products or Services, even if Customer elects to use them with the Products or Services. BETA SERVICES ARE AVAILABLE ONLY ON AN "AS IS" BASIS. CLEARVIEW MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OF ANY BETA SERVICES OR THE CONTENT MADE AVAILABLE THROUGH BETA SERVICES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, FOR THE BETA SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. INDEMNIFICATION.

In no event shall Clearview nor its affiliates and their respective directors, officers, employees, and agents (**"Clearview Parties")** be liable for any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; (c) any security breach caused by Users' negligence, recklessness, or willfulness, and any third-party actions arising from such security breach, or (d) any administrative or legal inquiry by a third-party related to Customer's use of the Products and Services that is in no way related to a violation of law by Clearview (**"Claims"**).

If Clearview receives a third-party subpoena related to the Customer or their use of the Clearview Products and Services, Clearview shall promptly notify Customer and provide copies of such subpoena. Customer shall provide qualified legal counsel, subject to Clearview's approval, which shall not be unreasonably withheld, to respond to the subpoena at the Customer's sole expense. Clearview and the Customer will reasonably cooperate with the legal counsel selected by the Customer in defending against the subpoena.

Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding (i) arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement, or (ii) alleging that data Clearview used to train its proprietary algorithm, which is part of the Products and Services violates third-party patent, trade secret, trademark, or copyright rights.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Products or Services; any content obtained from the Products or Services; or unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Products and Services giving rise to the claim.

15. MISCELLANEOUS.

15.1. The parties agree to contract in the English language. If Clearview provides a translation of the Terms, we do so for Your convenience only and the English Terms will solely govern our relationship. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. This Agreement constitutes a legally binding contract between Clearview and Customer, regardless of any involvement by an Authorized Reseller. The Customer acknowledges that this Agreement governs their use of Products or Services and remains valid regardless of any Authorized Reseller transactions. Clearview reserves the right to directly enforce the terms of this Agreement against the Customer, regardless of the involvement of an Authorized Reseller.

Use of the Products and Services are subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting https://www.clearview.ai/privacy-policy and https://www.clearview.ai/principles respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that if Clearview makes any material changes to these Terms that negatively and adversely affect the Customer's rights or obligations, such changes will only take effect if the Customer provides explicit consent to those specific modified Terms. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You and Your Users. If You do not agree with the changes, You should discontinue using the Products and Services. If You continue using the Products and Services after such 10-business-day period, You will be deemed to have accepted the changes to these Terms.

15.2. If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the state or country where the Customer is headquartered. If the laws of the state or country where the Customer is based do not allow the Customer to enter into an agreement that includes a mediation or arbitration process, then the mediation and arbitration process described herein will not apply to such Customer. Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parites shall first attempt to settle the dispute by mediation, administered by American Arbitration Association under its Mediation Rules.

15.4. Notices. Except as otherwise set forth herein or on the Order Form, all notices to Customer under this Agreement will be by email to the Executive User and all notices to Clearview must be sent to legal-requests@clearview.ai. A notice will be deemed to have been duly given the day after

it is sent. The Customer or Clearview may change its email address for receipt of notice by notice to the other party in accordance with this Section 15.4. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Clearview AI, Inc. makes its technology and software tools available to government agencies and government contractors to carry out official government tasks, such as national security, intelligence, counterintelligence, law enforcement, public safety, public defender, or criminal investigative work . As a company, we are committed to the highest level of ethics, integrity and professionalism and take steps to ensure that our search tools are used correctly and lawfully. Our User Code of Conduct ensures that our customers use the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm that they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a specific email address and password for an Account on the Clearview Products and Services, referred to as, "**User**", "**Users**", or "**Individual Users**") and to all User organizations (organizations which have an Agreement with Clearview, referred to here as "**User Organization**", "**User Organizations**", or "**Organization**").

By registering a User Account with Clearview, and by using Clearview's Products and Services, APIs, Cloud Product, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image Database, image indexing and search functionality, and its website (collectively, the "**Clearview Platform**"), Users and Organizations agree to be bound by this User Code of Conduct (this "**Code**"). Terms not otherwise defined in this Appendix 1 shall have those given to them in the Terms of Service above.

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activity that occurs under that User's username and password. If a User experiences unauthorized use of their username or password or any other security breach, Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Sharing of Content from the Products and Services Information

- The "Share With" feature, or any substantially similar functionality within Clearview Products enables Customers to collaborate on investigations with other government or law enforcement agencies. If the "Share With" feature is enabled or provided, Users may be restricted from sharing results generated by the Products and Services with individuals from other government agencies. Specific permissions and limitations regarding the use of the "Share With" feature may be outlined in the Order Form.

- Customers are prohibited from using the "Share With" feature in a manner that allows other agencies to routinely conduct searches through the Customer's account, effectively circumventing the need for their own direct account with Clearview AI. Any sharing must comply with applicable laws and regulations. It is the Customer's responsibility to ensure that agencies receiving shared search results are authorized to lawfully access the information.

Independent Verification

- Search results obtained through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes significant steps to ensure the accuracy of its facial recognition software, but we cannot guarantee the accuracy of search results. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person within the Organization.

- The Clearview Platform is not designed or intended to be used as a single-source system for establishing the identity of an individual, and Users shall **not** use it as such.
- Additionally, search results produced by the Clearview Platform are not intended or permitted to be used as admissible evidence in a court of law or any court filing. We recommend consulting with Your Organization's legal counsel for further guidance on this matter.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by government agencies and government contractors to carry out official governmental tasks, such as national security, public safety, or criminal investigative work. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User, who will have access to the search histories of all individual Users associated with the Organization, and will monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a way that contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than sixteen (16) years of age that is a resident in the State of California, or known to be younger than thirteen (13) years of age that is a resident in Colorado, Connecticut, or Utah, unless such Content concerns conduct or activity that the User reasonably and in good faith believes may violate federal, state, or local law. As further outlined in the Clearview Privacy Policy, Clearview does not knowingly sell or share information about consumers under the age of 16.
- Users are prohibited from uploading or providing Content to Clearview that depicts a child known to be younger than thirteen (13) years of age who is a resident in the State of Virginia, unless such Content (i) concerns an investigation on a matter related to public safety (as further outlined in Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.)), or (ii) concerns conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations (as further outlined in Va. Code § 59.1-582).
- Subject to the above, Users are prohibited from uploading or providing Content to Clearview of persons known to be under the age of sixteen (16) unless such Content concerns: (i) investigation on a matter related to public safety or the person's safety, (ii) victim identification, when the person's welfare is at risk, (iii) conduct or investigations of violent felonies, (iv) conduct or activity that User reasonably and in good faith believes may violate federal, state, or local laws, rules, or regulations, and (v) to help protect against the spread of Child Sexual Abuse Material ("**CSAM**"). Users must adhere to all applicable federal, state and local laws, and cooperate with the necessary law enforcement agencies, including without limitation, the National Center for Missing & Exploited Children ("**NCMEC**"), Federal Bureau of Investigation ("**FBI**"), any federal law enforcement agency involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes, any State or local law enforcement agency that is involved in the investigation of child sexual exploitation, foreign law enforcement agency designated by the Attorney General of the United States or a foreign law enforcement agency with an established relationship with the FBI, Immigration and Customs Enforcement, or INTERPOL, and is involved in the investigation of child sexual exploitation, kidnapping, or enticement crimes.
- Clearview reserves the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct sets out the expectations for our Users and Organizations in terms of their use of the Clearview Platform. We expect our Users and Organizations to adhere to these standards at all times and to report any violations to us. By adhering

to this Code of Conduct, You are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics, security, and professionalism. We appreciate your cooperation in upholding the integrity of the Clearview Platform and our commitment to responsible and ethical use.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-900

Department: Legal

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

Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 23-058-SP for Wilson Cove Phase 2 Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Wilson Cove Phase 2 Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-5994

Department: Legal

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

Resolution authorizing the City Clerk to invoke Trustmark Bank Letter of Credit No. 23-058-SP for Wilson Cove Phase 2 Subdivision.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Wilson Cove Phase 2 Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Trustmark Bank issued a certain letter of credit (No. 23-058-SP) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to Trustmark Bank Letter of Credit No. 23-058-SP, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 25th day of September, 2025.

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

APPROVED this the 25th day of September, 2025.

_____
Mayor of the City of
Huntsville, Alabama

Trustmark

Trustmark National Bank
International Operations
248 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601/208-6538
Fax: 601/208-2387

Irrevocable Standby Letter of Credit No. 23-058-SP

Issue Date:
October 6, 2023

Expiry Date:
October 6, 2025

Beneficiary:
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Applicant:
Lost Boys Land Company LLC
520 Madison St, Ste A
Huntsville, AL 35801

Amount: **USD 116,250.00**

RE: **Article 5 Sidewalk, Letter of Credit for Letter of Credit Wilson Cove Phase 2**

Place of Expiry: **At the counters of Trustmark National Bank, 118 Jefferson Street South, Huntsville, Alabama 35801 Attention: Community President**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit No. 23-058-SP in your favor available by your DRAFTS AT SIGHT drawn on Trustmark National Bank, Jackson, Mississippi, USA, bearing the clause "Drawn under Trustmark National Bank, Jackson, Mississippi, Letter of Credit No. 23-058-SP" and accompanied by the following:

- **A dated statement purportedly signed by an authorized official of the City of Huntsville, Alabama stating as follows:**
  "We hereby certify that this draw is being made pursuant to Article 5 of the Subdivision Regulations."

- **The original of this Letter of Credit and any amendments thereto.**

MW 11-20-23 SE 12/4/23
MM 11/17/23 CM 11-20-23

Trustmark

We hereby engage with you that drafts drawn hereunder in compliance with the terms of this credit will be duly honored on presentation and delivery of documents as specified to Trustmark National Bank, 118 Jefferson Street South, Huntsville, Alabama 35801 attention: Community President.

Except so far as otherwise expressly stated, this credit is subject to the "International Standby Practices" ("ISP98") International Chamber of Commerce Publication 590.

Yours very truly,
Trustmark National Bank
Jackson, Mississippi, USA

By: LaRetha Knox
LaRetha Knox
Assistant Vice President

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-901

Department: Public Transit

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Wellstone, Inc., for public transportation services for the Adult Day Treatment clients.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6009

Department: Public Transit

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Wellstone, Inc.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25- _____

BE IT RESLOVED 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 and effectuate all terms of an agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama (herein, the "City"), by and between The City of Huntsville and Wellstone, 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 Wellstone Inc.", consisting of a total of seven (7) pages, with the signature of the President or President Pro-Tem of the City Council, and the date of September 25, 2025, appearing on the margin of the first page, 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 25th day of September 2025

_____

President of the City Council of the

City of Huntsville, Alabama

APPROVED this the 25th day of September 2025

_____

Mayor of the City of Huntsville,

Alabama

AGREEMENT WITH THE CITY OF HUNTSVILLE DEPARTMENT OF PARKING & PUBLIC TRANSIT AND WELLSTONE, INC dated _____

The City of Huntsville, through the Department of Parking & Public Transit, hereinafter called "Public Transit," and Wellstone, Inc., hereinafter called "the Center," desire to enter into a cooperative agreement to provide public transit services to the citizens of Huntsville as a partner in the Public Transit's coordinated public transportation services.

1. **Purpose**
   a. The purpose of this agreement is to provide for the undertaking of transportation services, hereinafter referred to as the "ADT Project," to the Adult Day Treatment clients of the Center by Public Transit and to state the terms, conditions, and mutual understandings of the parties as to the manner in which the ADT Project will be undertaken and completed.
2. **Project Description**
   a. Public Transit shall, in a satisfactory manner as determined by the terms of the agreement, provide for the transportation needs of the Center as disclosed on the Scope of Services and placed on file with City of Huntsville, Alabama; a copy of which is attached hereto as Attachment A and incorporated herein by reference. Public Transit also agrees to provide this service in such a manner as to ensure clients arrive at the designates location(s) in accordance with the times specified in the Scope of Services and to provide return transportation in accordance with same.
   b. It is further agreed that Public Transit and the Center shall meet whatever requirements necessary and/or applicable with regard to receiving federal funds through the Federal Transit Administration Urbanized Area Formula grant. Public Transit and the Center will work together to promote the following goals:
      i. To have Public Transit recognized and maintained as a public transportation service
      ii. To increase the mobility of persons in the Huntsville urban area by providing available transportation service to the general public
      iii. To work toward coordination and pooling of all local transportation resources, services, and facilities of whatever nature
      iv. To work toward eliminating duplicate services wherever possible

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

_____
Date

3. **Period of Performance**
    a. The ADT Project shall begin upon approval by the Board of Directors of the Center and adoption of Resolution by the City Council of the City of Huntsville, Alabama. That period shall commence on October 1, 2025, and shall continue through September 30, 2027, upon which date all work under this agreement shall be completed.
4. **Project Equipment**
    a. Public Transit agrees to provide all necessary equipment as appropriate from its fleet of public transit vehicles to satisfy the needs of the Center as described in Attachment A and the public transportation demands of the urban area for the same period of time. It is understood and agreed that as a partner in the City of Huntsville public transit program the vehicle will remain under the continuing control of the City of Huntsville, Public Transit program.
5. **Maintenance and Operation of Project Equipment**
    a. During the period of this agreement, Public Transit shall maintain all equipment at an acceptable state of cleanliness, safety, and mechanical soundness, to the extent possible considering depreciation and state of vehicles upon initiation of said services. Public Transit shall provide all operating fuels and oils as necessary for vehicle operation.
6. **Insurance**
    a. Public Transit shall provide adequate insurance to protect equipment and public liability insurance with the following items:
        i. Bodily injury not less than $5,000 per person and not less than $1,000,000 for any one accident; and
        ii. Property damage not less than $50,000. The insurance provided under this agreement shall be in effect at all times during the existence of this ADT Project.
7. **Personnel**
    a. The City will employ one driver in support of this contract. All criteria established by the City to meet City, State, and Federal employment requirements will be met.
8. **Tickets**
    a. Public Transit shall provide a customized ticket to the Center to enable Public Transit to track ADT Project usage. The Center agrees to disburse tickets to Adult Day Treatment clients for use on Public Transit vehicles. In order to meet established public transportation procedures for boarding vans and buses, the Center agrees that Center's clients will not be permitted to ride without a ticket.
9. **Passenger Certification/Referral**
    a. Prior to referral to Public Transit, the Center will certify that passengers utilizing the City's services are capable from a clinical standpoint of using public transportation. The Center will work with Public Transit to assist passengers learning to use the fixed route Orbit for transportation to and from the Center and to assist passengers who may exhibit behavior problems while riding.
    b. The Center will not refer, will cancel, or will postpone referral of any passenger who exhibits behavior that could endanger the other passengers,

the driver or the vehicle in any way.

10. Modifications

a. Any proposed changes to this document, or its attachments, shall be mutually approved in writing by both parties prior to becoming part of this agreement. Changes in the Scope of Work, plans, schedules, costs or amendments shall require that a supplemental agreement be executed between the parties as deemed necessary by the City of Huntsville.

11. Contract Amount

a. The Center agrees to pay Public Transit a total of $55,000.00 annually for the services, during the period of performance, as described herein. Monthly payments shall be made to Public Transit by the Center at a rate of 1/12 of the contract amount, to be paid by the tenth day of each month.

12. Incidental Services

a. Transportation services that are needed, other than those outlined in Attachment A, are not part of this agreement. Such services will be considered special transportation services and shall be coordinated and negotiated separately with the City of Huntsville. A minimum of ten (10) business days advance notice will be given to Public Transit for additional demand/response service.

13. Non-Discrimination

a. The City agrees that it shall not, with respect to any activity carried out on the premises of the Center, or relating in any way to this Agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, or disability. The equal opportunity clauses required under the Executive Order 11246 and regulations issued thereunder are made a part of this Agreement by reference.

14. Civil Rights Act of 1964 as amended

a. The Center and Public Transit agree that no person or minority business enterprise shall, on the grounds of race, color, sex, national origin or affiliation as a member of any particular social service entity, be excluded from participation in or be denied the benefits of or otherwise be subjected to discrimination under this contact.

15. §504: Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act

a. Through the terms of this agreement, the Center and Public Transit shall ensure that transportation service provided to the elderly and handicapped is consistent with the approved 504 and ADA plan on file with the Federal Transit Administration.

16. Compliance with Regulations

a. In the performance of this contract, the parties mutually agree to comply fully with all federal, state, county and municipal laws, rules and regulations, including all rules and regulations of federal, state, county, and local agencies applicable to the grant requirements and activities provided for under this contract. Such rules and regulations include, but are not limited to, those requiring drug and alcohol testing of certain safety sensitive employees as are defined in 49 CFR Part 40 and 49 CFR Part 653 and 654.

17. Termination

a. If any party to this agreement is unable to fulfill its obligations, fiscal, or otherwise, either party shall have the right to terminate this agreement.

Notification shall be mailed by certified mail thirty (30) days prior to the effective date of termination and shall clearly state the reasons for termination. Public Transit shall be entitled to compensation for any unreimbursed eligible expenses incurred.

18. Prohibited Interests

a. No member, officer, or employee of Public Transit or the Center during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds, profits or benefits there from. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit there from.

19. Binding Language

a. All the terms and conditions of this contract shall be binding on Public Transit and the Center and their respective heirs, legal and personal representatives, successors and assigns.

In witness whereof, the parties have entered into and approved this Agreement on the _____ day of _____.

CITY OF HUNTSVILLE, ALABAMA,
a municipal Corporation

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Shaundrika Edwards, City Clerk

Wellstone, Inc.

By: _____
Jeremy Blair, CEO

ATTEST:

_____

Attachment A

Scope of Services

The City of Huntsville, Alabama, Department of Parking & Public Transit (Public Transit) will provide up to 10,000 one-way trips for passengers referred by the Adult Day Treatment Program (ADT) of Wellstone, Inc. (the Center). These trips will be between the Center and the ADT client's residence, the fixed route bus stop, or other designated points as appropriate and as scheduled by Center personnel. All service will take place within the city limits of Huntsville.

Public Transit will provide specially designed tickets to the Center for issue to client for the purpose of transportation between home and the Center or for other Center organized and scheduled transportation service. Passengers riding the fixed route Orbit system can use the ticket to pay their fare upon boarding the bus at the Center or at the bus stop closest to the client's home provided the destination is the Center. No application process is required by Public Transit for anyone riding the fixed route Orbit system.

The Center agrees that the following will apply to clients who will be transported by the demand response system, Access. Schedules for pick up, arrival, and departure will allow a four (4) hour stay at the Center. Clients enrolled in Access, who reside within the fixed route service area, should expect pick up within one hour prior to their scheduled time of arrival at the Center, and they should expect to ride approximately one hour in order to arrive back home from the Center. Residents in Huntsville who are farther away from the Orbit service area should expect to ride longer in order to arrive at the Center or back home, depending on the number of passengers on board and how far away they are from the Center.

The specially designed tickets provided for use will be accepted on the fixed route Orbit system and by Access for travel between destinations authorized by the Center. All passengers boarding either the Orbit or Access vehicles will be expected to deposit a ticket or pay the appropriate fare.

In order to start transportation for an individual client, the Center personnel will complete the attached Transportation Application and send it by email to nanette.scruggs@huntsvilleal.gov, keysha.bearden@huntsvilleal.gov, or access@huntsvilleal.gov, no later than 2:00 PM the day before service is to begin. Forms provided earlier than the 2:00 PM deadline are encouraged especially if there are 2 or 3 individuals to enroll. Forms for multiple clients, changes in schedule and/or destination for multiple clients, or other arrangements involving more than 2 or 3 individuals, will require a minimum advanced notice of 10 business days.

The Center agrees to update the information on the form anytime the clients' name, address, schedule or emergency contact information changes by providing advance notice of such changes as outlined above. The Center agrees to notify Public Transit when clients no longer need transportation service. Until Access is notified to stop transportation, change the attendance schedule or pick up at a different address, the ride will continue to be scheduled based upon the most recently received request for at least three attempts to transport. Notification of short term (a day or two) changes should be sent to the dispatchers at 256-427-6857. This number also connects to the voicemail service after hours. Permanent or long-term changes must be made in the software system by the Parking and Public Transit Services Assistant, Keysha Bearden at 256-427-5481.

The center agrees that No Show trips (those trips where the customer cancelled at the door or does not come out of the pickup address to board the van) will be counted as a one-way trip because the van was sent to provide the ride. Scheduled return trips or field trip pickup for clients who do not ride will also be counted as a one-way trip. Vehicles are sent to the Center for return trip pick up or for field trip pick up based upon the number of passengers who are scheduled to be picked up. Cancellations received prior to two (2) hours before the scheduled pickup time will not be counted as a No Show. The resources allocated to provide that service were cancelled in a timely manner and can be reallocated to other transportation needs. Cancellations can be made by calling 256-427-6857 24 hours per day, seven days per week. After hours, the voicemail system provides simple to follow instructions to leave a message to cancel a scheduled ride. Either the individual client or the Center personnel can notify Public Transit of the need to cancel scheduled trips. All calls are time and date stamped, and they are saved for two months.

The center agrees that transportation may be suspended for customers missing 3 consecutive trips without cancelling; however, it shall not be the City's responsibility to suspend transportation. Suspended service can be reinstated by an authorized Center representative calling to request reinstatement.

Access is shared ride public transportation service for persons with disabilities who are unable to use the fixed route (Orbit) service, and as such, driver schedules and passenger manifests are produced daily based upon passenger trips that were reserved prior to the afternoon before. In order to control costs and maintain efficient service, all resources available (vehicles and drivers) are utilized based on the demand for that day. Clients of the Center are scheduled for pick up by the nearest available vehicle that can transport to the Center by the specified appointment time.

Revised 11/14/2023

City of Huntsville *Access* Transportation Application

GENERAL INFORMATION

LAST NAME:_____ FIRST NAME:_____ M.I. _____

ADDRESS: _____ PHONE: _____

DATE OF BIRTH:_____ SEX: M_____ F_____ WALKER/CANE_____ W/C_____ ESCORT_____

EMERGENCY CONTACT: NAME:_____ RELATIONSHIP: _____

TELEPHONE: CELL:_____ HOME:_____ WORK: _____

INFORMATION ABOUT YOUR PATIENTS' FUNCTIONAL ABILITIES

Can person independently get on and off a lift-equipped bus? YES_____ NO_____

Can person maintain balance while seated on a moving vehicle? YES_____ NO_____

Can person climb three (3) 10" steps independently? YES_____ NO_____

Can person find a seat by themselves without assistance of another person? YES_____ NO_____

Is person able to walk 200 feet without assistance? YES_____ NO_____

Is person able to wait outside without support for 10 minutes? YES_____ NO_____

If sometimes, explain: _____

COGNITIVE ABILITIES: IS THE PERSON ABLE TO?

Give address and telephone numbers upon request? YES_____ NO_____

Recognize a destination or landmark? YES_____ NO_____

Deal with unexpected situations or unexpected changes in routine? YES_____ NO_____

Ask for, understand, and follow directions? YES_____ NO_____

Safely and effectively travel through crowded and/or complex facilities? YES_____ NO_____

Medical diagnosis of condition causing patients' disability (LAYMAN TERMS PLEASE):

_____

Are there any other effects of the person's disability of which the City of Huntsville's Department of Transportation should be aware? Please describe.

_____

_____

Your Name and Title: _____

Office Address: _____

Office Phone Number: _____

THE INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature:_____ Date: _____

Please allow 24 hours for processing

Please answer ALL questions to the best of your ability.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-902

Department: Public Transit

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

Resolution authorizing the Mayor to enter in an Agreement between the City of Huntsville and the City of Madison for Dispatching Services of Paratransit Vehicles.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6007

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter in an Agreement between the City of Huntsville and the City of Madison for Dispatching Services of Paratransit Vehicles.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25____

BE IT RESOULVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the state of Alabama, which said agreement is substantially in words and figures to that certain document attached hereto and identified as "Agreement between the City of Huntsville, and the City of Madison for Dispatching Services of Paratransit Vehicles," consisting of four (4) pages, and the date of September 25, 2025, appearing in 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 Clerck of the City of Huntsville, Alabama.

ADOPTED this the 25th day of September, 2025

_____

President of the City Council

of the City of Huntsville, Alabama

APPROVED this the 25th day of September, 2025

_____

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1st day of October 2025, between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (hereinafter "Huntsville"), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services as defined herein;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to four (4) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and onboard emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance provided through the scheduling software accessed on their on-board tablet.

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

2. Huntsville will also report to Madison monthly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.

3. Madison agrees to reimburse Huntsville for the monthly cost of the support and maintenance fees according to the most recent annual contract with Routematch, as amended. The contracted cost of annual support and maintenance for FY 2026 is seven thousand, three hundred and eighty-seven dollars and twenty-eight cents ($7,387.28), which is one hundred, fifty-three dollars, and ninety cents ($153.90) per vehicle per month. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual amount of twenty-three thousand dollars ($23,000), which is the monthly sum of one thousand, nine hundred and sixteen dollars and sixty-seven cents ($1,916.67) for FY 2026. Payments shall be made to the City of Huntsville monthly beginning October 1, 2025.

4. This Agreement shall automatically renew each month after October 1, 2025, unless terminated by either party upon the provision of thirty days (30) days' notice to the other party; up to 1 year. Future years, starting October 1, 2026, shall be re-negotiated by parties based on Huntsville's most recent costs.

5. It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.

6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.

7. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for any damage to the equipment, other than normal wear and tear.

8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.

9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

City of Madison, Alabama
a municipal corporation

_____

P, Mayor

Attest:

_____

Lisa Thomas, City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this _____day of _____, 2025.

_____

Notary Public
My Commission Expires:_____

CITY OF HUNTSVILLE, ALABAMA,
a municipal Corporation

By: _____
Tommy Battle, Mayor

ATTEST:

_____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this ____ day of _____ 2025.

_____
Notary Public
My Commission expires:_____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-903

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
Vehicles and equipment deemed no longer suitable for City use and to be sold at public auction. Includes 25 vehicles and 12 pieces of equipment. The anticipated auction date is November 1, 2025.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6006

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Vehicles and equipment deemed no longer suitable for City use and to be sold at public auction. Includes 25 vehicles and 12 pieces of equipment. The anticipated auction date is November 1, 2025.

ORDINANCE NO. 25-_____

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

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

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

DEPARTMENT# 1400- GENERAL SERVICES
050341- 1999 DITCH WITCH TRENCHER- SERIAL# 3S0915
DEPARTMENT# 1500- FLEET SERVICES
13- MIDDLE SEATS FOR 2022-2023 FORD F150 & F250-SERIAL N/A
8- FOOT BED SLIDE- SERIAL N/A
13- FULL SIZE TRUCK TOOLBOXES W/ NO KEYS- SERIAL N/A
4- 2020 CROWN VIC DOORS 1 LEFT AND 3 LEFT REAR DOORS- SERIAL N/A
3- IN BED MOUNT DRAWERS W/ NO KEYS- SERIAL N/A
4- SIDE TRUCK BED TOOLBOXES NO KEYS- SERIAL N/A
ROTARY 9000LB LIFT- SERIAL# SAD99D0063
021094- 1998 FORD F800- VIN# 1FDYF80E7WVA20040
021616- 2003 FORD EXPLORER- VIN# 1FMZU72K93UC51966
DEPARTMENT# 3000- RECREATION
011819- 2007 FORD CROWN VICTORIA- VIN# 2FAFP71WX7X130287
011920- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV8BX171532
011921- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BVXBX171533
021696- 2012 CHEVROLET COLORADO- VIN# 1GCCSBF92C8148147
021898- 2017 FORD EXPLORER- VIN# 1FM5K8AR2HGC14238
021920- 2017 FORD EXPLORER- VIN# 1FM5K8AR3HGD92742
DEPARTMENT# 4100- POLICE
021805- 2016 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR4GGA86566
021825- 2016 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR7GGB54343
021826- 2016 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR9GGB54344
021849- 2016 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR3GGD16369
021885- 2017 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR3HGB64899
021886- 2017 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR6HGB64900
021891- 2017 FORD POLICE INTERCEPTOR- VIN# 1FM5K8ARXHGC14231
021913- 2017 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR6HGD92735

021917- 2017 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR3HGD92739
021935- 2018 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR0JGA32396
021937- 2018 FORD POLICE INTERCEPTOR- VIN# 1FM5K8AR4JGA32398

DEPARTMENT# 5200- LANDSCAPE

040199- 2003 NEW HOLLAND TRACTOR- SERIAL# 1311311
050210- 1993 FORD B ACKHOE LOADER- SERIAL# D100473
050496- 2012 TORO ZERO TURN Z MASTER MOWER- SERIAL#- 312000503
093202- 2007 BUSH HOG ROTARY CUTTER- SERIAL# 1250035

DEPARTMENT# 5500- PUBLIC WORKS

021348- 2001 DODGE RAM- VIN# 3B7KC26Z71M538534

DEPARTMENT# 5550- SANITATION

030547- 2013 KENWORTH T370 KNUCKLEBOOM- VIN# 2NKHLN9X6DM343586
030584- 2016 FREIGHTLINER GARBAGE TRUCK- VIN# 1FVHCYCY7GHHP7577

DEPARTMENT# 7200- INSPECTION

021688- 2012 CHEVROLET COLORADO- VIN# 1GCCSBF95C8147400

DEPARTMENT# 7500- TRAFFIC ENGINEERING

021502- 2007 FORD F150- VIN# 1FTPF12V07NA49109
021504- 207 FORD F150- VIN# 1FTPF12V97NA49111

ADOPTED this the_____ day of _____, 2025.

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

APPROVED this the _____day of _____, 2025.

_____
Mayor of the City of
Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards
City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-904

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: 1000-42-42400-501010-00000000-$12,247.10; 1000-73-732000-501010-00000000-$6,098.67; 1000-73-73100-501010-00000000- $5,664.87

City Cost Amount: $24,010.64

Total Cost: $24,010.64

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

NA

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6025

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: 1000-42-42400-501010-00000000-$12,247.10; 1000-73-732000-501010-00000000-$6,098.67; 1000-73-73100-501010-00000000- $5,664.87

City Cost Amount: $24,010.64

Total Cost: $24,010.64

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

NA

ORDINANCE NO. 25-____

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 Senior Environmental Management Specialist, classified at a salary grade 17, is hereby renamed Environmental Compliance & Enforcement Manager, classified at a salary grade 18.

Section 2. The position of Environmental Specialist III, classified at a salary grade 17, is hereby renamed Air Monitoring & Modeling Manager, classified at a salary grade 18.

Section 3. The position of Fire Communications Manager, classified at a salary grade 16, is hereby renamed Fire Communications Division Manager, classified at a salary grade 18.

Section 4. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the 9th day of October 2025

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

APPROVED this the 9th of October 2025

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-905

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use agreement between Southern Light, LLC, an Alabama limited liability company, and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6010

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use agreement between Southern Light, LLC, an Alabama limited liability company, and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. -_____

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

Section 1. Southern Light, LLC, an Alabama limited liability company, ("Southern Light") may utilize the rights-of-way in the corporate limits of the City of Huntsville, Alabama, ("City") in order to construct its network and to provide its communications services in accordance with and subject to the terms and conditions of the *Rights-of-Way Use Agreement between Southern Light, LLC, and the City of Huntsville, Alabama*, to be executed by the City and Southern Light ("Use Agreement").

Section 2. The Mayor of the City of Huntsville is hereby authorized for and on behalf of the City, to enter into and execute the Use Agreement with Southern Light, which said Use Agreement shall be in a form substantially similar to that certain agreement attached hereto and identified as "*Rights-of-Way Use Agreement between Southern Light, LLC, and the City of Huntsville, Alabama*" consisting of Thirty-one (31) pages, plus Exhibit A and Exhibit B, and the date of _____ appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of said Use Agreement being kept on file permanently in the Office of the City Clerk of the City of Huntsville. The City Clerk is authorized to attest thereto.

Section 3. The Use Agreement shall be effective in accordance with its terms.

Section 4. Southern Light shall assume all publication costs with respect to this Ordinance, including the Use Agreement, as such publication is required by law.

ADOPTED this the ___ day of _____, 2025.

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

APPROVED this the ___ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

RIGHTS-OF-WAY USE AGREEMENT BETWEEN
SOUTHERN LIGHT, LLC, AND THE CITY OF HUNTSVILLE, ALABAMA

This **RIGHTS-OF-WAY USE AGREEMENT** (hereinafter referred to as "Use Agreement" or "Agreement") is made and entered as of the ____ day of _____, 2025, by and between the City of Huntsville, a municipal corporation of the State of Alabama (hereinafter referred to as the "City"), and Southern Light, LLC, an Alabama limited liability company (hereinafter referred to as the "Company"), (individually "Party" and collectively "Parties").

WHEREAS, the City and the Company entered into a Rights-of-Way Use Agreement as of May 28, 2015 ("2015 Agreement"); and

WHEREAS, the 2015 Agreement was originally scheduled to expire on May 28, 2025, and the 2015 Agreement has remained in effect on holdover status until the effective date of this Agreement; and

WHEREAS, the Company desires to continue to use the City's public rights-of-way to install, operate and maintain fiber facilities in order to provide fiber-based services to its customers; and

WHEREAS, the City has the authority to grant the right to use and occupy the public rights-of-way for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has considered the request of the Company to renew its right to use the City's rights-of-way and is desirous of granting the Company a renewed non-exclusive right to use the City's rights-of-way for the purposes hereinafter set forth and for no other purposes, subject to the terms and conditions of this Use Agreement; and

WHEREAS, the Company has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Use Agreement.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Use Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Sec. 1. Preservation of police power authority; reservation of rights; the Company warranties.

(a) *Police powers.* The Company, the construction and operation of its network, and its provision of communications services under this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and general welfare of the public, including the continuing authority over the construction of the network in the rights-of-way. The Company shall

comply with all applicable laws enacted by the City pursuant to its police powers, to the extent that they are not preempted by applicable law.

(b) *Company warranties, etc.* The Company makes the following representations, warranties, and covenants as the basis for the benefits and obligations contained in this Use Agreement:

(1) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alabama, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to execute and accept this Use Agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Use Agreement.

(2) The Company, as of the date of this Use Agreement, has adequate financial resources to construct and to operate the network in accordance with the provisions of this Use Agreement, and knows of no technical or legal impediment which would prevent it from performing as contemplated in this Agreement.

(3) The Company is not prohibited by any agreement or applicable law from executing and accepting this Use Agreement or from discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Use Agreement.

(4) All corporate actions and consents required on the Company's part to execute and accept this Use Agreement have been completed.

(5) The Company, during the term of this Use Agreement, will comply with all applicable laws concerning the construction and operation of the network, including all requirements to obtain and comply with the conditions of applicable certificates, licenses, permits, and other governmental approvals and applicable environmental-related requirements.

(6) To the extent the Company's network occupies or will occupy that portion of a right-of-way that is inside a public utility easement burdening private property, the Company warrants that it is a utility or otherwise has the right to use and occupy such easement.

The foregoing covenants, warranties, and representations are material to this Agreement. A breach of any of the covenants, warranties, or representations in paragraphs (1) through (4) above shall constitute a non-curable default under this Use Agreement, and shall entitle the City to immediately terminate the Lease Agreement for cause. A breach of any of the covenants, warranties, or representations in paragraphs (5) or (6) above shall constitute a curable default under this Use Agreement wherein, following written notice, the Company will have reasonable time to cure such default. Failure to cure in a reasonable time (given the nature of such alleged default) shall entitle the City to immediately terminate the Use Agreement for cause. In the event the Use Agreement is terminated pursuant to this paragraph, the Company hereby agrees that the disposition of the network in the rights-of-way shall be governed by applicable provisions of Section 10 below.

Sec. 2. Compliance; City makes no warranty.

(a) *Compliance with law.* This Agreement will be construed in a manner consistent with all applicable laws.

(b) *No warranty.* The City makes no express or implied representation or warranty regarding its right to authorize or permit the construction of the network on any particular segment of the rights-of-way or the location or dimensions of any particular segment of the rights-of-way, nor does the City make any express or implied representation or warranty regarding its right to the authorize the construction or placement of the network in any public utility easement. The burden and responsibility for making all such determinations in advance of construction shall be entirely upon the Company.

Sec. 3. Defined Terms.

The following words, terms and phrases, when used in this Agreement, whether capitalized or not, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Affiliate or ***affiliated person*** means any person, directly or indirectly, controlling, controlled by, or under common control with the Company; provided, however, that affiliate shall not include any limited partner or shareholder holding an interest of less than fifteen percent (15%) of the Company, or any creditor of the Company solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Company.

Applicable law means any or all federal, state, or City statutes, ordinances, rules, regulations, standards, and other laws, that are now existing or hereafter adopted, as such laws are amended or as they may be from time to time amended or superseded, which apply to the Company's communications services, its network, or the matters covered by this Agreement, including City laws. Where reference is made to a specified law, including a specified City law, the United States Code, and the Code of Federal Regulations, it shall mean and include such laws as amended or as may be from time to time amended or superseded.

Cable Service has the meaning set forth in 47 U.S.C. Section 522(6).

City means the City of Huntsville, Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement shall include the City's delegated authorities or representatives authorized to perform as contemplated. The term shall also mean and include, where appropriate, the City d/b/a Huntsville Utilities.

City laws mean the duly adopted laws and legislation of the City including the Code of Ordinances of the City and any codes, regulations, standards, or specifications adopted by reference; and shall also include the subdivision regulations and any other such rules or regulations that departments, agencies,

commissions, boards, or bureaus of the City are authorized to establish; all of which are as amended or as may from time to time be amended or superseded.

City Attorney means the City Attorney for the City or his/her designee.

City Clerk means the City Clerk for the City or his/her designee.

City Engineer means the City Engineer for the City or his/her designee.

Communications Act means the federal Communications Act of 1934, as amended (codified at 47 U.S.C. §§ 151 *et seq.*), and as that Act may, from time to time, be hereinafter amended.

Communications services mean services, other than cable service or any other multichannel video services, which are available to customers or subscribers, either on a wholesale or retail basis, through facilities that enable the provision, whether bundled or unbundled, of voice, video, data, or advanced communications services, including telecommunications services, information services, data services, and Internet services. The term also includes the lease, license, sale, or other right of use provided to other persons, including other communications service providers, of portions of the network including facilities, fiber (whether dark or lit), conduit, or capacity thereon.

Company means Southern Light, LLC, or the lawful and permitted successor, transferee, or assignee thereof.

Confidential information means any written, non-verbal, information or communication for which there is sound legal basis to assert that such information or communication is confidential or proprietary in nature and which has been clearly and conspicuously marked as such by the Party asserting its proprietary or confidential status. This Agreement, including the consideration flowing to either Party under this Agreement, is not considered to be confidential information.

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

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

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

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

Construct, including its derivations, means to construct, re-construct, excavate for, repair, rehabilitate, place, replace, erect, maintain, install, relocate, or remove all or any portion of the network.

Effective date means the date of publication of this Agreement.

Fiber facilities or ***facilities*** means the portion of the Company's network that consists of aerial or underground fiber, or fiber-related, installations consisting of all internal and external components, such as wires, cables, ducts, and conduits, which facilities are more particularly described in **Exhibit A** hereto.

Franchise Manager means the person or persons authorized, assigned, or delegated the responsibility to administer and enforce this Agreement on behalf of the City, and that person(s) designee(s).

Gender. Words of one gender include all other genders and also include firms, partnerships, corporations, and other legal entities, as appropriate.

Gross revenue means any and all payments made to, or compensation or consideration of any kind or nature, including cash or credits, received, directly by the Company, or by any affiliate that does not have a separate Right of Way Use Agreement with the City, from the operation or use of the network to provide communications services to customers that are physically located in or have a billing address within the City, or the physical facility leased (such as conduit or dark fiber) is located within the City. Gross revenues include, by way of illustration and not limitation, revenue whether retail or wholesale in nature, information and data services revenue; revenues from the lease of conduit, dark fiber or other system capacity; Internet services revenue; telecommunications services revenue, and information services revenue, provided, however, that gross revenue shall not include revenues arising from communications services that both originate and terminate outside the corporate limits of the City and are not charged to a service address within the City. Gross revenue shall not apply to any up-front, non-recurring charges attributable to the costs associated with construction of the network or as a one-time payment for sale of communications facilities. The term does not include unrecovered bad debts written off after diligent, unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on the Company or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its affiliates to the governmental unit, including sales, use, and utility user taxes.

In, when used in conjunction with rights-of-way, means over, above, in, within, on, or under a right-of-way.

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

Internet means the combination of Internet protocol-based networks interconnecting millions of computers throughout the world. It allows computers to trade information over public and private networks using telecommunication lines, fiber optic cables, terrestrial wireless networks, and satellite links. It is also referred to as the "net."

Internet access services or ***Internet services*** means the offering of direct access and information transport via wireless communications service or wireline communications service to the network of both federal and non-federal interoperable packet-switched, Internet protocol-based data networks to customers for a fee. For purposes of this Agreement, Internet service shall mean the information transport and direct access to the Internet provided to customers over the Company's network and shall include the provision of incidental services or revenues that are required by law to be treated under the same regulation as such direct access service.

Linear facilities mean fiber facilities or other linear portions of the network that are physically connected, wrapped, or lashed singly or in a bundle.

Multichannel video service means facilitating the delivery to subscribers of multiple channels of video programming or other programming service, regardless of the technology used to provide it. Multichannel video service specifically includes, but is not limited to, cable service, as such term is defined in Title VI of the Communications Act of 1934, 47 U.S.C. Section 522(6). Multichannel Video Service includes:

(1) The one-way transmission to subscribers of (i) video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, regardless of whether such transmission, service(s), or interaction relies upon Internet protocol.

(2) Open video system or "OVS."

(3) Any other service using a multichannel video system which is not a telecommunications service or an information service (other than cable service), where under applicable law a franchise or similar permission or approval from the city is required or permitted.

Multichannel video system means facilities, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide multichannel video services and which is capable of being provided to multiple subscribers within the facilities area, but such term does not include:

(1) Facilities that serve only to retransmit the television signals of one (1) or more television broadcast stations.

(2) Facilities that serve subscribers without using any rights-of-way.

(3) Facilities of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a multichannel video system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facilities are used in the transmission of multichannel video services directly to subscribers.

(4) Facilities of any electric utility used solely for operating its electric utility system.

Network means all or any portion of the facilities located along the route in the rights-of-way, including the fiber facilities, manholes, equipment, and other component parts or appurtenances, that the Company intends to construct and maintain. The term does not mean or include all or any portion of any wireless communications facilities owned or controlled by Company or any other entity.

Open video services mean any video programming provided to any person by a provider certified by the FCC to operate an open video system pursuant to Section 47 U.S.C. § 573, as may be amended, regardless of the facilities used.

Person means any human being, any governmental or political subdivision or public agency, any public or private corporation, any partnership, any firm, association or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing or any other legal entity.

Rights-of-way means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, public utility easement (to the extent of the City's interest or authority), or public rights-of-way now or hereafter held by the City which shall, within its proper use and meaning, entitle the Company to the use thereof for the purpose of constructing and operating its network and providing its communications services. This term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property, such as City parks, City property, or public works facilities, owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility distribution facilities.

Rights-of-way management means the exercise of the City's police powers for the purpose of managing and controlling the occupancy of the rights-of-way in order to keep them functioning and operational for their dedicated or intended purpose; maintain them in good condition, order, and repair; control the orderly flow of vehicle and pedestrian traffic; administer their use by public or private users and their facilities; preserve the public asset; obtain fair compensation for their use; recover costs; and such other acts reasonably necessary to protect the public health, safety, and welfare.

Route means the course in the rights-of-way within which the Company intends to construct and maintain its fiber network, which route is more particularly described in **Exhibit B** hereto, and as such course may be submitted in the future as additional network builds.

Subscriber means any person, who or which lawfully elects to subscribe for any purpose to a communications service of the Company or any of its affiliates and whose premises or facilities are physically wired or otherwise lawfully activated to receive such services from the Company's network in the City.

Telecommunications means the transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications service means the offering of telecommunications for a fee or other compensation directly to the public, or to such classes of users as to be effectively available directly to the public regardless of the facilities used. This term does not include multichannel video service.

Use fee means the fee described in subsection 16(a).

Video programming means programming provided by or generally considered comparable to programming broadcast station.

Wireless communications facilities mean facilities used for the transmission or reception of wireless communications services, usually consisting of an antenna array or micro facility, connection

cables, an equipment facility, and a support structure such as a tower, monopole, or utility pole to achieve the necessary elevation.

Wireless communications services means communications services made available to subscriber through wireless communications facilities, including any FCC licensed or unlicensed radio communications services, whether used for transmission or reception of voice, video, or data, including, wireless fidelity ("WiFi") and personal wireless services as defined by the Communications Act, which includes FCC licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed. The term does not include broadcast radio or television services.

Wireline communications services means communications services made available through wire or fiber facilities.

Tree regulations means chapter 27, article II of the City Code as such ordinance may be superseded or amended from time to time and such other regulations as may be now or hereafter adopted or promulgated that establish standards for tree planting, maintenance, or protection of trees in the rights-of-way.

Visual obstruction regulations mean chapter 25, article IX of the City Code, as such ordinance may be superseded or amended from time to time, and such other regulations as may be now or hereafter adopted or promulgated that govern visual obstructions.

Sec. 4. Administration.

(a) *Administration of agreement.* The Franchise Manager is hereby authorized to administer and enforce this Agreement on behalf of the City.

(b) *Administrative authority.* In accordance with applicable law, the City or its designees shall have continuing jurisdiction over construction and operation of the network in the rights-of-way with the right to conduct periodic inspections of the network, provided such inspection, which shall be solely for the benefit of the City, does not unduly interfere with the network or the Company's operations.

Sec. 5. Enforcement.

(a) *Notice of violation; opportunity to cure.*

(1) If the Franchise Manager is of the opinion that the Company is in violation of this Agreement, he shall provide the Company with a written notice of violation describing the nature of the violation and requirements for correction.

(2) Within ten (10) business days of receiving a written notice of apparent violation, the Company shall present facts and arguments in refutation or excuse of the alleged violation, or present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The Franchise Manager shall thereafter determine whether the violation has been refuted or excused, or may approve the corrective plan in whole or part, or require changes thereto.

The cure period for any corrective action shall be as reasonably established by the Franchise Manager, provided that the period shall not be less than thirty (30) days in the case of any fees or other charges due under this Agreement and not less than sixty (60) days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this Agreement.

(3) During the cure period any action to prosecute the violation, including revocation of the Agreement, shall be held in abeyance.

(b) *Dispute resolution between the Parties.* Except as otherwise provided for in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and will consider in good faith whether to use a non-binding mediator when such discussions have failed. Each Party shall bear its own costs of mediation, including attorney fees.

(c) *Revocation.*

(1) In addition to all other rights or remedies which the City has pursuant to law or equity or under this Agreement, and subject to applicable law, the City reserves the right to revoke this Agreement, and all rights and privileges pertaining thereto, in the event that:

a. The Company is in violation of any material provision of this Agreement and the violation is not capable of being cured or the Company has not, to the City's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove in subsection (a).

b. The Company has engaged in an evasion or attempt to evade any material provision of this Agreement and fails or refuses to cure it.

c. The Company has perpetrated or attempted to perpetrate any fraud or deceit upon the City.

d. There is any material misrepresentation of fact by the Company in the application for, negotiation or renegotiation of, or renewal of, the Agreement.

(2) Prior to revoking the Agreement, the City Council shall schedule a hearing on the matter and the Company shall be given at least thirty (30) days' advance notice of the date and time for the hearing and the grounds for revocation. At such hearing the Company shall have the right to be heard on the matter and may present evidence on its behalf including proof refuting or excusing the violation.

(3) Within thirty (30) days of the conclusion of the hearing, the City Council may adopt a resolution revoking the Agreement where it finds that there is a basis to do so and the Company shall, thereafter, be notified in writing of the Council's decision.

(d) *Enforcement; attorneys' fees.* Unless prohibited by applicable law, the City shall be entitled to enforce this Use Agreement through all remedies lawfully available, and the Company shall

pay the City's costs of enforcement, including reasonable attorneys' fees, in the event that the Company is determined judicially to have violated the provisions of this Use Agreement.

Sec. 6. Grant.

(a) *Grant.*

(1) Subject to the requirements of this Agreement and applicable law, the Company is hereby granted by the City, where the City has the right and authority to do so, the non-exclusive right to construct, maintain and operate its network in the rights-of-way to provide communications services, provided that prior to: (i) expanding the dimensions of its fiber facilities beyond those described in **Exhibit A** hereto, (ii) expanding its network beyond the route shown on **Exhibit B** hereto, or (iii) expanding its communications services beyond the fiber-based services set forth in its application, the Company shall notify the Franchise Manger of its intention to do so. Failure to do so is a material breach of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliated person will be providing cable or any other multichannel video services directly to residents and businesses located in the City pursuant to this Agreement. In the event the Company intends to commence providing services or to conduct any other activity not authorized by this Agreement, it must first request and obtain a separate franchise, license or other right of use agreement with the City. This Agreement does not authorize the installation of any facilities other than the Company's fiber facilities.

(2) This Agreement does not grant to the Company, or any of its affiliates or any other person providing services over its network, the right to use the rights-of-way or to use the Company's network in the rights-of-way, to provide cable service or any other multichannel video services.

(3) The City makes this grant without reducing its police powers and expressly reserves the right, consistent with applicable law, to adopt and enforce, now and in the future, in addition to the provisions of this Use Agreement and existing laws, ordinances, and regulations, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the public.

(4) Subject to applicable provisions of this Agreement, the location and construction details of each part of the network shall be subject to the approval of the City Engineer, in accordance with the plans and specifications submitted to and approved by the City Engineer, as such plans and specifications may be modified from time to time with the approval of the City Engineer.

(5) Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant to the Company the right to install in the rights-of-way any tower or pole of any type, or to otherwise install in the rights-of-way small wireless facilities or any other wireless communications facilities.

(6) Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliate, nor any other person using its network to provide service in the City, will be providing, through the Company's network in the rights-of-way, cable service or

any other multichannel video services, that no other person will be providing cable service or any other multichannel video services through the Company's network, and that the grant of this Agreement does not relieve the Company from any obligation it may have now or in the future to obtain a franchise, license, or other right to use the rights-of-way for the provision of cable service or any other multichannel video services. In the event the Company, any affiliate or any other person using the Company's network intends to commence providing services or to conduct any other activity not authorized by this Use Agreement, it must first obtain a separate franchise, license, or other right of use agreement, or, where appropriate, an amendment to this Agreement.

(7) The use of the rights-of-way authorized by this Agreement shall in all matters be subordinate to the City's use and rights.

(b) *Nonexclusive.* The Company's use of the rights-of-way pursuant to this Agreement shall be nonexclusive. The City expressly reserves the right to grant, at any time and from time to time, such additional use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

(c) *No title.* This Agreement shall not convey title, equitable or legal, in the rights-of-way, and the Company acknowledges it receives under this Agreement only the right to occupy rights-of-way only for the specific purposes and for the specified period stated in this Agreement and as may be further limited by the specific terms of the Agreement. This Agreement and the rights granted hereunder do not excuse the Company from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles, conduits or other facilities, including the City d/b/a Huntsville Utilities.

(d) *Permits*. Nothing in this Agreement shall be construed to relieve the Company from obtaining licenses and permits required by applicable City law.

(e) *No vested right to City location; priority of use.*

(1) The Company acknowledges by acceptance of this Agreement that it obtains through this Agreement no rights to or further use of the rights-of-way other than those expressly stated herein. This Agreement does not give to the Company any right in any facilities' particular location for its network, and the Company acknowledges and accepts at its own risk, provided that the City has the legal authority for the use or uses in question, that the City may make use in the future of the rights-of-way where the Company's network is located in a manner inconsistent with the Company's use of such rights-of-way for its placement and use of its network, and that in such event the Company will not be entitled to compensation from the City. If the Company occupies private property by way of a private easement and that property is taken for or otherwise becomes rights-of-way, then the Company shall retain the right to occupy the easement subject to the City's right of condemnation.

(2) This Agreement does not confer upon the Company any priority over the use of the rights-of-way. In the event of a dispute as to priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City and its agencies, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees, licensees and others having the right to use the rights-of-way,

as determined by the City, consistent with applicable law, in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Alabama.

(f) *Records and reports.* The Company shall cooperate with the City with respect to the administration of this Agreement and to this end, subject to Section 8 concerning confidential information, shall furnish or make available to the City upon request, at no cost to the City, such records, reports, and other information reasonably necessary, as determined by the City, for the administration and enforcement of this Agreement and in such form and manner as prescribed by the City.

Sec. 7. Publication; exhibits.

(a) *Acceptance.* By its execution of this Agreement, the Company agrees to an unconditional acceptance of its terms and conditions and warrants that the person executing the Agreement on its behalf is duly authorized to do so. No later than 30 days after its execution of this Agreement, or such extension of such time as may be allowed by the Franchise Manager, the Company shall provide the Franchise Manager with proof of insurance coverage, posting of security if required by the Franchise Manager, payment of any amounts due at signing, and other requirements as may be included in this Agreement.

(b) *Publication.* This Agreement, or a synopsis of this Agreement in accordance with applicable state law, shall be published in a newspaper having general circulation in the City. Such publication shall be done by or at the direction of the City Clerk, and the expenses thereof shall be paid in advance by the Company, or the Company shall make arrangements with the newspaper to be billed directly.

(c) *Incorporation of exhibits.* This Agreement hereby incorporates by reference all exhibits appended hereto.

Sec. 8. Confidential information.

(a) *Acceptance of public records law.* The Company acknowledges and understands that the City, as a municipality, is subject to laws governing the disclosure of public records including disclosure or release of the contents of this Agreement. The City will comply with applicable law concerning confidential information clearly identified as such by the Company. Notwithstanding anything to the contrary in this Agreement, all obligations of the City in this section are subject to, and limited by, the requirements of Alabama open records laws.

(b) *Release of confidential information.* Where the release of confidential information to a third party is necessary for rights-of-way management purposes, the City and the Company shall mutually agree on what, if any, such information can be released to the third party. The City will confer with the Company prior to releasing any confidential information.

(c) *City responsibility.* The City's responsibility to maintain confidential information as set forth in this section shall not apply to any such information which (i) becomes publicly available other than through the disclosing Party; (ii) is required to be disclosed by applicable law or by administrative or judicial order; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party.

(d) *Disclosure of confidential information.* Notwithstanding anything to the contrary in this Agreement, the City may disclose, as necessary, any confidential information to its officials, officers, boards, commissions, agencies, employees, agents, representatives, or contractors in order to administer or enforce this Agreement, or otherwise for rights-of-way management purposes.

(e) *Continuing obligation concerning confidential information.* The provisions of this section shall survive expiration, termination, or revocation of this Agreement.

Sec. 9. Construction.

(a) Subject to subsection (b), except as may expressly be otherwise provided for in this Agreement, the provisions of Chapter 23, Article VII, Division 2 ("Division 2") of the Code of Ordinances of the City of Huntsville ("City Code"), as such may be amended from time to time, and which are hereby incorporated into this Agreement by reference as if fully set forth herein, shall apply to the Company's network, including its construction, removal, abandonment, maintenance, and relocation. In the case of an irreconcilable conflict between Division 2 and this Agreement, this Agreement shall control.

(b) The Company shall bear the costs and expenses for relocation of its facilities when the purpose involves a lawful public purpose, including the City's exercise of its police powers for the public health, safety, and general welfare, and public infrastructure projects, public building projects, and other public improvements funded in whole or part by the City.

Sec. 10. Rights and obligations upon termination of this Agreement or abandonment of network.

(a) *Termination, revocation, expiration, and abandonment.* Upon termination, revocation, or expiration of this Agreement, or by abandonment of the network, all rights and obligations between the City and the Company created by this Agreement shall cease other than (1) the Company's obligation to pay outstanding fees and other amounts due to the City; (2) the Company's obligation to maintain security until released by the City or otherwise in accordance with this Agreement; (3) the Company's defense and indemnification obligations as set forth in this Agreement; and (4) such other provisions in this Agreement which expressly provide for survival beyond the term thereof. The disposition of the Company's network, including removal, and restoration of the rights-of-way and other public or private property shall be governed by applicable law and this Agreement.

(b) *Operation after termination; holding over.* Notwithstanding anything to the contrary contained in this Agreement, in the event the Company, at the sufferance of the City, holds over beyond the term of this Agreement and continues to operate, lease or otherwise use all or any part of its network, provide all or any communications services over its network, or otherwise exercise all or any of the rights granted hereunder, after the term of this Agreement, then the Company shall continue to comply with and be subject to all applicable provisions of this Agreement, including all compensation and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of the Agreement. In the event the term of this Agreement has expired and the Parties are in the process of re-negotiating a renewal of this Agreement or negotiating a new agreement relative to the Company's network or use of the rights-of-way, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis, unless either Party gives 30-day advance written notice to the other that they desire to terminate the Agreement.

Sec. 11. Damages and defense.

(a) *Hold harmless and indemnification.*

(1) The Company by its acceptance of this Agreement, agrees to and does thereby indemnify, defend, and hold the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees whole and harmless from and against all third-party claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from or related to or arising out of or by reason of: (1) the Company's actions pursuant to this Agreement and the rights awarded hereunder, or the procedures leading thereto, (2) any act or omission of the Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, maintenance, or operation of, or the provision of service over, the network in the City, or any portion thereof, (3) any failure by the Company to comply with any applicable law or the terms and conditions of this Agreement, (4) the Company's performance under this Agreement, (5) the use of portions of the network by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by the Company or by any contractor, subcontractor, or other person acting on its behalf or under the rights granted under this Agreement.

(2) The foregoing obligations of this subsection (a) shall survive the expiration, termination, or revocation of the Agreement.

(b) *Notice.* In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must notify the Company within a reasonable time of any claim or legal proceeding which gives rise to such right.

(c) *Defense.* With respect to the Company's indemnity obligations set forth in this section and in Section 12, the Company shall provide the defense of any claims brought against the City by selecting counsel of the Company's choice to represent the City and defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Company and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the City, the Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the Company shall have the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include at a minimum a full and final release of all applicable claims against the City and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the City. In the event that the terms of any such settlement do not include a full and final release of the City, the Company shall not settle the claim or action. All of the Company's right to enter a settlement shall entail only payment of monetary amounts by the Company or obligations to be performed fully by the Company, and under no circumstances shall the Company have the power to bind the City to any

obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the City may in its discretion independently agree to any such condition).

(d) *Indemnification not limited.* The Company's indemnification obligations of this Agreement are not limited in any way by limitation of the amount or type of damages or compensation payable by or for the Company under workers' compensation, disability or other employee benefits acts, or the City's acceptance of insurance certificates required by this Agreement, or the terms, applicability, or limitations of any insurance held by the Company.

(e) *No waiver of City rights.* The City does not and shall not waive any rights against the Company which it may have by reason of the Company's indemnification, or because of the acceptance by the City of the Company's proof of insurance or deposit with the City of any insurance policies described in this Agreement.

Sec. 12. Limitation of liability; immunity.

Except to the extent expressly provided for otherwise in this Agreement, the City shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the City for which the City is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in this Agreement and in no event shall the City, its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, or employees be liable to the Company, its affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the network, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the City's negligence, and the Company shall indemnify, defend, and save harmless the City and its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees from and against any and all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages. The foregoing obligations of this section shall survive the expiration, termination or revocation of the Agreement.

Sec. 13. Liability insurance; security.

(a) *Insurance.*

(1) *Commercial General Liability.* The Company shall, at its sole expense, maintain, throughout the term of this Agreement and any extension or renewal thereof, and such other period of time during which the Company operates or is engaged in the removal of the network (hereinafter referred to as "coverage period"), Commercial General Liability Insurance using carriers licensed in the State of Alabama and maintaining a Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, independent contractors, contractual, personal

and advertising injury, and broad form property damage and shall name as Additional Insureds the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees. Such insurance shall be in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate covering bodily injury, including death, and property damage. If the Company employs independent contractors, the Company shall insure that these contractors maintain appropriate levels of insurance and that the City is named as an additional insured under each policy by blanket endorsement. Insurance will be written on an occurrence basis.

(2) *Business Automobile Liability.* The Company shall, at its sole expense, maintain during the coverage period Business Automobile Liability insurance with a limit of One Million Dollars ($1,000,000) combined single limit for bodily injury, including death, and property damage covering owned, leased, non-owned, and hired automobiles used in conjunction with its operations under this Agreement. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds.

(3) *Workers' Compensation and Employer's Liability.* The Company shall, at its sole expense, maintain, during the coverage period, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than One Million Dollars ($1,000,000).

(4) *Umbrella or Excess Liability.* The Company shall, at its sole expense, maintain during the coverage period Umbrella or Excess Liability insurance in the amount of Two Million Dollars ($2,000,000). Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds by blanket endorsement.

(5) *Evidence of Insurance; deductibles; approval; reservation.* On or before filing its acceptance of this Agreement and upon each policy renewal, the Company shall, at no cost to the City, furnish to the City Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The City reserves the right to require complete, certified copies of all required insurance policies or proof of self-insurance at any time and from time to time, at no cost to the City. The Company has the right to maintain reasonable deductibles and the City reserves the right to review and approve such deductibles, which approval shall not be unreasonably withheld or delayed. The policies obtained by the Company, and proof thereof, shall be subject to the City's approval. The City reserves the right to review these insurance requirements during the coverage period and to adjust insurance coverages and their limits when deemed necessary and prudent by the Franchise Manager, based upon changes in statutory law, court decisions, or the claims history of the industry, as well as the Company.

(6) *Maintenance of Insurance Policies; the Company's coverage primary.* The liability insurance policies required under this section, if any, shall be maintained by the Company through

the coverage period. Each such policy of insurance shall provide that it not be cancelled or not renewed, without thirty (30) days' written notice to the City. An endorsement shall be provided which states that the Company's coverage is primary and any other insurance carried by the City, if applicable to a loss, is excess.

(7) *No Limit of Liability.* The legal liability of the Company to the City, and any person for any of the matters that are the subject of the insurance policy(ies) required by this section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

(8) *Certificate of Insurance.* Certificates of Insurance, if any, shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions and employees as Additional Insureds, by blanket endorsement, in the case of Commercial General Liability, Business Automobile Liability, and Umbrella or Excess Liability insurance. Worker's Compensation and Employer's Liability insurance shall waive rights of subrogation in favor of the City. Each policy shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days' prior written notice has been given to the City. All subsequent notices or certificates shall be delivered to the Franchise Manager and the City Attorney at 308 Fountain Circle, Huntsville, Alabama 35801. All deductibles under said policy shall be the sole responsibility of the Company.

(b) *Security.*

(1) Subject to the following subsection (2), the Company shall obtain, maintain, and replenish, at its sole cost and expense, and file with the Franchise Manager, an irrevocable standby letter of credit in favor of the City and suitable in form and content, including any amendments thereto, to the Franchise Manager ("letter of credit" or "security") in an amount established by the Franchise Manager both to guarantee the timely completion and faithful performance of all work required in connection with the network, including the construction and operation of the network and to secure performance of the Company's obligations and faithful adherence to all requirements of this Use Agreement. Throughout the term of this Use Agreement, and for one hundred twenty (120) days thereafter, the Company shall maintain the required letter of credit in the amount specified in accordance with this section.

(2) Based on then-current factors including the construction activity of the Company, whether the Company is engaged in the removal of the network, an increase in the amount of compensation payments to be made pursuant to this Use Agreement, the Company's history of compliance with the terms and conditions of this Agreement, or such other factors which reasonably necessitate the contemplated action, the Franchise Manager may, in his sole discretion, modify the obligations of the foregoing subsection (1). Such modifications include: (i) upon the written request of the Company, a waiver of the requirement to post security, or a whole or partial release of the security posted; provided that at any time and from time to time the Franchise Manager may require the posting of any security so waived or released; and (ii) upon the written notice to the Company, an increase in the amount of security posted. The Company shall post the required security within thirty (30) days or such additional time as the Franchise Manager may allow, without the right of an additional cure period, and the Franchise Manager may delay any construction activity of the Company until the required security is posted.

(3) The letter of credit may be drawn on directly by the City at any time and from time to time for the payment of liquidated damages, or for the following purposes, but not before the expiration of any notice or cure provisions to the extent applicable:

a. To secure the faithful performance by the Company of all terms, conditions, and obligations of this Use Agreement and any later enacted regulations and ordinances pertaining to the rights-of-way or their use, including the proper installation, maintenance, operation, and removal of the network;

b. To compensate the City for any loss or damage to any municipal structure or other property of the City, during the course of any construction of the network by the Company, its agents, or employees, or any contractors or subcontractors of the Company;

c. To compensate the City for any expenditure, damage, or loss incurred by the City occasioned by the Company's non-compliance with the provisions of this Use Agreement or default under any later enacted regulations and ordinances pertaining to the rights-of-way or their use, or its failure to comply with all rules, regulations, orders, permits, and other directives of the City, issued pursuant to this Use Agreement or other present or future ordinances adopted by the City;

d. To secure the payments of premiums for the liability insurance required pursuant to this Use Agreement;

e. The payment to the City of any amounts for which the Company is liable that are not paid by the Company's insurance; or

f. As otherwise may be provided for in this Use Agreement.

(4) For the City to recover under this subsection (b) for any failure to properly construct or operate the network or any alteration, repair, maintenance, or restoration of City structures or property, in connection with such construction or operation, it is not necessary that the City first perform such work.

(5) The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Use Agreement or authorized by law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the City may have.

(c) *Right to Require Replacement of Letter of Credit or Insurance.* If the financial conditions of any company issuing a letter of credit or insurance policy pursuant to this Section 13 materially and adversely change, the City may, at any time and from time to time, require that any such letter of credit or insurance policy be replaced with such other letter of credit or other insurance policy consistent with the requirements set forth in this section.

(d) *Notice.*

(1) Each insurance policy shall contain a covenant or endorsement of the insurer to provide sixty (60) days' advance written notice by certified mail of such insurer's intention to cancel,

substantially change, or not to renew such policy to both the Franchise Manager, City Attorney, and the Company; provided, however, in the event said policy fails to so contain a notice provision to the Franchise Manager and City Attorney, then the Company shall be responsible for same. The Company shall, in the event of any such notice, obtain, pay premiums for, and file with the Franchise Manager and City Attorney written evidence of the issuance of replacement policies prior to the expiration of any such policy.

(2) In no event shall the letter of credit be canceled without sixty (60) days' advance written notice by certified mail to both the Franchise Manager and City Attorney. The Company shall, in the event of any such cancellation, obtain and file with the Franchise Manager and City Attorney written evidence of the issuance of a replacement letter of credit that conforms to the requirements of this section prior to the expiration of any such letter of credit.

(3) Failure to carry or keep such insurance and letter of credit in force throughout the period set forth in this section shall constitute a default of this Use Agreement. The City, through its Franchise Manager, reserves the right to stop any work related to the network until proper evidence of insurance and the letter of credit is furnished.

(e) *Commencement of Work.* The Company shall not commence any work in the rights-of-way, including the work of constructing its network, until the insurance and letter of credit requirements of this section have been complied with.

Sec. 14. Term. The term of this Agreement shall commence upon the effective date and shall continue for up to ten (10) years thereafter (the "Term"), unless renewed, revoked, or terminated sooner as herein provided.

Sec. 15. Application fee. Unless otherwise prohibited by applicable law, in addition to all other fees, permits or charges required by the City, the Company shall pay to the City within forty-five (45) days after the effective date, one thousand dollars ($1,000.00) as a non-refundable fee in order to defray in whole or part the City's costs in the review and processing of the Company's request and the negotiations and preparations of the Agreement. In addition, the City reserves the right to charge an additional fee should the City's actual costs exceed the costs of the fee. The Company may offset its use fee payable to the City by any such additional fee.

Sec. 16. Payment to City.

(a) *Use fee.* As compensation for the rights and privileges granted by this Agreement, the Company shall pay to the City a use fee equal to the greater of Two Thousand Dollars ($2,000) per quarter or five percent (5%) of its gross revenue, which fee shall be paid quarterly in accordance with subsection (c) of this section.

(b) *Itemization Permitted.* The Company may, subject to, and in a manner consistent with, applicable law, itemize on the subscriber's bill that portion of the bill attributable to the fees imposed pursuant to this section. The Company shall not bill subscribers in the City for franchise or other similar rights-of-way use fees imposed by other franchising authorities.

(c) *Quarterly computation; report.*

(1) Unless otherwise provided for in this Agreement, the use fee payments due to the City shall be computed and paid on a calendar quarterly basis, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the preceding sentence. Each payment shall be accompanied by a brief report by the Company, signed by an official of the Company who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may reasonably be required by the City. At the request of the City, payments will be made electronically if technically feasible and at no cost to the Company.

(2) The City may require the Company to submit a statement, certified as true by an independent auditor or chief financial officer of the Company, setting forth its gross revenue by category, and describing what revenue categories were included and excluded in calculating the use fee, and any adjustments made to gross revenue. The request shall be made by the City no later than once per calendar year , and the Company shall have forth-five (45) days to respond.

(d) *Inspection and audit; verification.*

(1) *Inspection and audit.* Subject to subsection (d)(2) of this section, the City shall have the right to inspect and audit, no more than one time per calendar year, upon reasonable written notice, at the Company's offices where such records are located, all business records relevant to calculating the use fee in the form and manner as solely prescribed by the City to verify compliance with the use fee or other payment requirements of this Agreement.

(2) Should the Company's business records be located in another city or state, the Company shall, upon the request of the City, make such records or information available to the City at a convenient location in the City within a time agreed to by the City. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and non-appealable determination of an underpayment of five percent (5%) or more of the amount that was due and payable to the City, in which case, in addition to making full payment of the relevant obligation, the Company will promptly pay to the City the actual costs and expenses incurred by the City associated with the audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, the Company's obligations to pay such costs and expenses shall be capped at $15,000.00 for any one audit. The City may not retain any person or entity to perform the audit whose compensation for performing the audit is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

(3) Any additional amount due to the City as a result of the audit, including any applicable interest, shall be paid by the Company within thirty (30) days after the Company receives a written notice from the City accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct.

(e) *Final payment.* Notwithstanding the foregoing, in the event the Company quits its operations or network within the City, whether by transfer or otherwise, it shall make a final payment of

any amounts owed to the City within ninety (90) calendar days thereof, and shall provide a report for the calendar year through the date of cessation of the operations or network, which report shall contain the information and certification required hereinabove.

(f) *Evasion of use fee prohibited.* Any transactions or actions which have the effect of circumventing payment of the use fee are prohibited.

(g) *No waiver of City rights.* No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the City in compliance with this Agreement.

(h) *Application of interest.* In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate comparable to the then-current rate used by City for late payment of delinquent taxes.

(i) *City office for payment.* Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City of Huntsville and mailed or delivered to:

City of Huntsville, Alabama
Finance Department
Revenue Division
305 Fountain Circle
Huntsville, AL 35801

Such remittances shall clearly identify or reference this Agreement.

Sec. 17. Sale or transfer of use agreement.

(a) *Restrictions on sale or transfer.*

(1) The Company shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either directly or indirectly, either voluntarily or by force or involuntary sale, or ordinary sale, consolidation, transfer of control of the Company or any of its affiliates through merger or equity sale, or otherwise (except for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership, or other entity controlling, controlled by, or under common control with the Company, including its parent corporation) this Agreement or its network within the City or any of the rights or privileges granted by this Agreement without providing the City with prior written notice: (1) identifying the person (hereinafter referred to in this section as "successor in interest") that will acquire control of the Company, or that will acquire the Agreement or the rights, interest, or obligations of the Company in the network; (2) a summary of the proposed transaction; and (3) a statement from a person with authority to bind the successor in interest certifying under penalty of perjury that the successor in interest agrees to and accepts, and is able to meet the terms and conditions of this Agreement.

(2) Within forty-five (45) days after the closing of the transaction (including any inter-affiliate transfer exempted from the prior notice requirement of subparagraph (a)(1) above), or such additional time as the Contract Manager may allow, the Company's successor in interest shall submit to the City: (i) a written certification, executed by an authorized senior officer or executive of the Company's successor in interest, certifying under penalty of perjury that (A) the successor in interest accepts and agrees to be bound by, and to assume all liabilities and obligations of its predecessor under, this Agreement, and (B) all required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the Federal Communications Commission, the Alabama Public Service Commission or any other agency with jurisdiction over the successor in interest's acquisition of an interest in the Company's network or services have been obtained; (ii) proof of insurance and the posting of any required security in accordance with Section 13 of this Agreement; (iii) the names and addresses of those persons to whom notice should be sent in accordance with Section 23 of this Agreement; (iv) the name and contact information of the technical point of contact in accordance with Chapter 23, Article VII, Division 2, Section 23-363 of the City Code; and (v) such other information as may be required by the Franchise Manager in the administration of this Agreement. In the event the Company has outstanding compensation, other payments or other liabilities due to the City under this Agreement that have not been paid or satisfied prior to close of the transaction, both the Company and its successor in interest shall be jointly and severally liable to the City for same.

(b) *Prior notice not required.* In the normal course of its business the Company may enter into agreements with customers, including resellers, that authorize the customers to use capacity, or lease portions of the network or fiber which is located within the Company's network. The customer(s)'s rights to use such capacity or fiber will not constitute an assignment, license, lease, or other transfer under subsection (a) above, provided that the Company does not in any way surrender control over its network and remains responsible for its obligations under this Agreement. Nothing in this provision waives the City's right to require the Company's customers to obtain any required franchise, license, use agreement, permits, or other applicable authorizations.

Sec. 18. Representations, warranties, and covenants; validity of Agreement. The Company shall, by its execution and acceptance of this Agreement, warrant and covenant that it has read and understood this Agreement and that it has all requisite authority to obtain and accept the Agreement and perform the obligations hereunder, and that by making such execution and acceptance, expressly agrees that its covenants and warranties are a material condition of the Agreement. The Company shall also, by its execution and acceptance of this Agreement, attest to the validity of its terms and conditions in their entirety, and its willingness to voluntarily and without coercion, undue influence, or duress enter into this Agreement.

Sec. 19. Foreclosure. Upon the foreclosure or other judicial sale of the Company's network, the Company shall notify the City of such fact and such notification shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this Agreement governing the transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

Sec. 20. Receivership.

(a) *Cancellation.* The City may cancel this Agreement, subject to any applicable law including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred twenty (120) days after its election or appointment, the receiver or trustee has fully complied with all the provisions of this Agreement and remedied all defaults hereunder; and

(2) Such receiver or trustee, within said one hundred twenty (120) days, has executed an agreement, duly approved by a court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Agreement.

(b) *Bankruptcy filing effect.* Consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of the Agreement, provided, however, and subject to valid applicable federal law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Agreement and its police powers.

Sec. 21. Compliance with federal, state and city laws; severability.

(a) *Compliance with applicable law.* In addition to the requirements of this Agreement, the Company shall adhere to all generally applicable law. The Company shall obtain and maintain any necessary and lawful permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including the City, the Federal Communications Commission, or the Alabama Public Service Commission.

(b) *Consultation.* The Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable, and binding upon either the City or the Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within sixty days of receipt of notice of such finding from the other Party, provides written notice to that Party of its election to terminate, in which case this Agreement shall terminate within six (6) months of such notice or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification of this Agreement, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

Sec. 22. Waiver. The Company shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this

Agreement, or a waiver of any legal or equitable rights or remedies the City may have in this Agreement, or applicable law.

Sec. 23. Notices. All notices or demands provided for under this Agreement shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows:

If to the City, to:	Franchise Manager c/o Director of ITS Department of the City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
With a copy to:	City Attorney City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
If to the Company, to:	Southern Light, LLC ATTN: Kelly McGriff, V.P. and Deputy General Counsel 107 St. Francis Street Suite 1800 Mobile, Alabama 36602

At no time will the City be required to send notice to more than two persons/addresses. It shall be the duty of the Company to promptly update in writing any changes in its contact information provided above, and failure to do so shall not render ineffective the notice or demand sent by the City and shall constitute a material violation of the Agreement.

Sec. 24. Rights and remedies cumulative; interpretation; jurisdiction; venue.

(a) *Rights and remedies cumulative.* The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other breach or violation.

(b) *Interpretation; jurisdiction; venue.* This Agreement shall be construed, controlled, enforced, governed, and interpreted in accordance with its plain meaning in accordance with the internal

laws of the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama, and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

Sec. 25. Taxes.

(a) *Fees not a tax.* The Parties agree that the use fee and other payments to be made by the Company to the City pursuant to this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all lawful taxes or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits, or similar facilities that may be owned or controlled by the City) which the Company or any affiliated person shall be required to pay to the City or to any other governmental authority, and nothing herein shall be construed to relieve the Company from any obligation under applicable law for the payment of all ad valorem, property, use, and other taxes applicable to its communications services or network.

(b) To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of City property as a result of the Company's use or occupation of the rights-of-way for its network or of City-owned facilities located in the rights-of-way, the Company shall be responsible for payment of such taxes.

Sec. 26. Force Majeure. Neither the City nor the Company shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by revolutions, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God, or by any other cause not within the control of the Party whose performance is interfered with which by the exercise of reasonable diligence such Party is unable to prevent, whether of the class of causes enumerated above or not.

Sec. 27. Captions. The section and subsection captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

Sec. 28. Calculation of time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday observed by the City, that day shall be omitted from the computation.

Sec. 29. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, or representations of or between the City and the Company regarding the subject matter hereof.

Sec. 30. No third-party rights. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement.

Sec. 31. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile, and any signature transmitted by facsimile will be given the same force and effect as an original signature.

Sec. 32. Amendment. This Agreement, together with any exhibits, may be amended or modified only by a written instrument executed by both Parties.

Sec. 33. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with the Company.

Sec. 34. Binding effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

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

[Signatures on following pages]

Southern Light, LLC, an Alabama limited liability company

By: _____ [SEAL] Date: _____
Name: Kelly A. McGriff
Title: Vice President and Deputy General Counsel

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Kelly A. McGriff, whose name as Vice President and Deputy General Counsel of Southern Light, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and Deputy General Counsel and with full authority, executed the same voluntarily for and as the act of said limited liability company, as of the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2025.

_____
NOTARY PUBLIC

[Signatures continued]

City of Huntsville, Alabama,
a municipal corporation

By: _____ [SEAL] Date: _____
Tommy Battle, Mayor
City of Huntsville, Alabama

Attest:

_____ Date: _____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing instrument, and Shaundrika Edwards, whose name as City Clerk of the City of Huntsville is signed to the foregoing instrument, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

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

_____
NOTARY PUBLIC

EXHIBIT A
FIBER FACILITIES

Uniti's fiber-optic network in Huntsville, Alabama, is engineered for high performance and scalability, leveraging a combination of underground and aerial fiber-optic cables—bundles of glass strands encased in protective sheathing—strategically deployed within the city's rights-of-way. The network features fiber cables ranging from 48-count strands in rural areas to four 288-count strands in urban environments, ensuring robust capacity to meet diverse connectivity needs.

Primarily installed underground, the cables are housed in high-density polyethylene (HDPE) conduits, including 1.25" HDPE (OD 1.66") and 3" HDPE (OD 3.5"), with a minimum rating of SDR 11 for durability. Additionally, the network incorporates a 4-way future path microduct system (OD 1.86"), with one microduct initially containing a 144-count fiber optic cable. The three remaining microducts can each support up to a 288-count microfiber, enabling future expansion to a total of 2,736 fibers without additional construction or permitting.

For accessibility and maintenance, the network includes strategically placed handholes and access vaults, with dimensions of 24"x36"x36" (single lid) and 36"x48"x36" (double lid), engineered to exceed Huntsville's stringent roadway and pedestrian safety standards for load-bearing capacity. This modern, low-profile configuration of sheathed fiber, protective conduit, and robust access structures ensures seamless, long-term reliability, supporting high-bandwidth applications and hyperscaler operations while positioning Huntsville as a cornerstone of connected innovation.

EXHIBIT B
MAP OF ROUTE
(Existing Fiber Utilized by Southern Light, LLC)

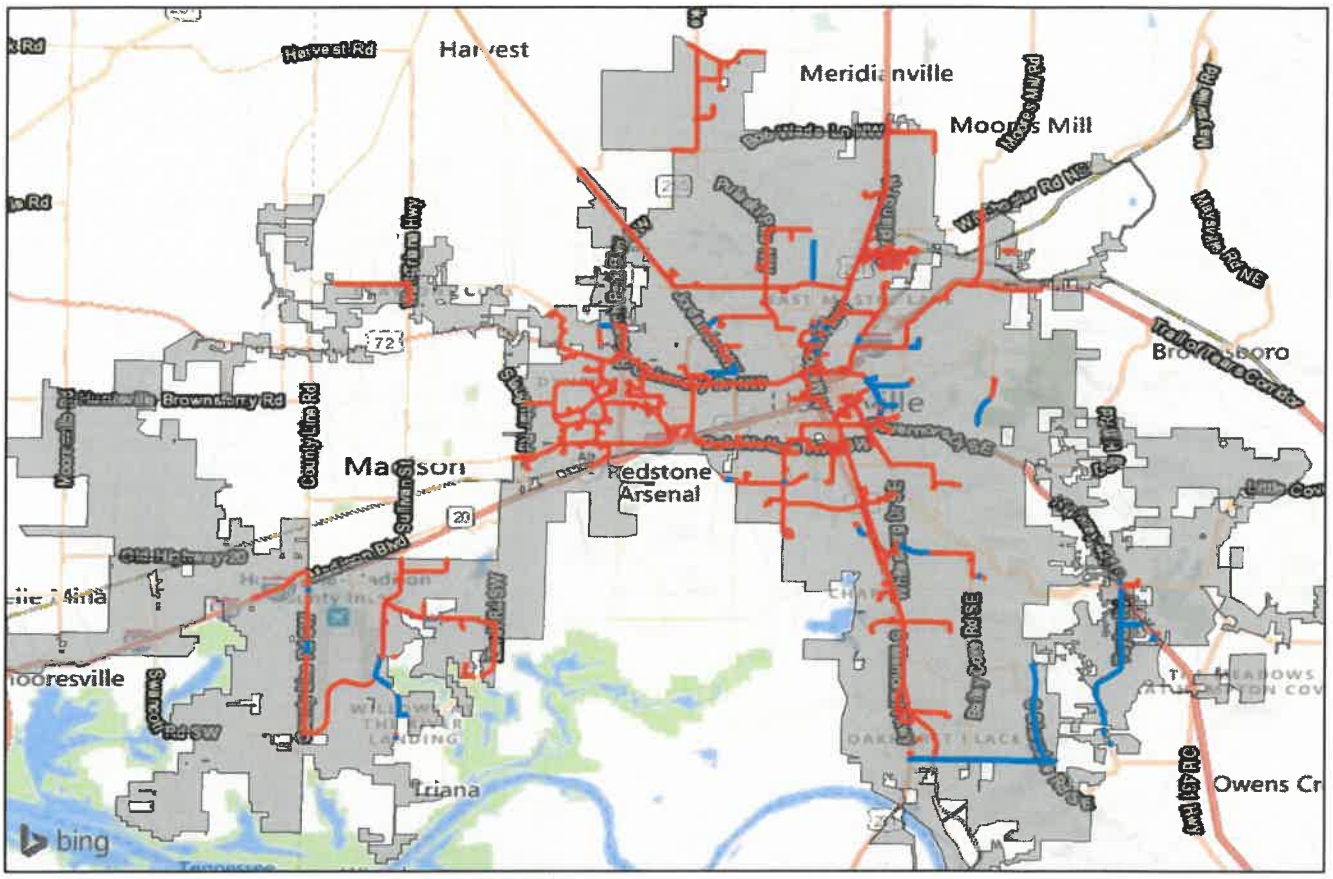
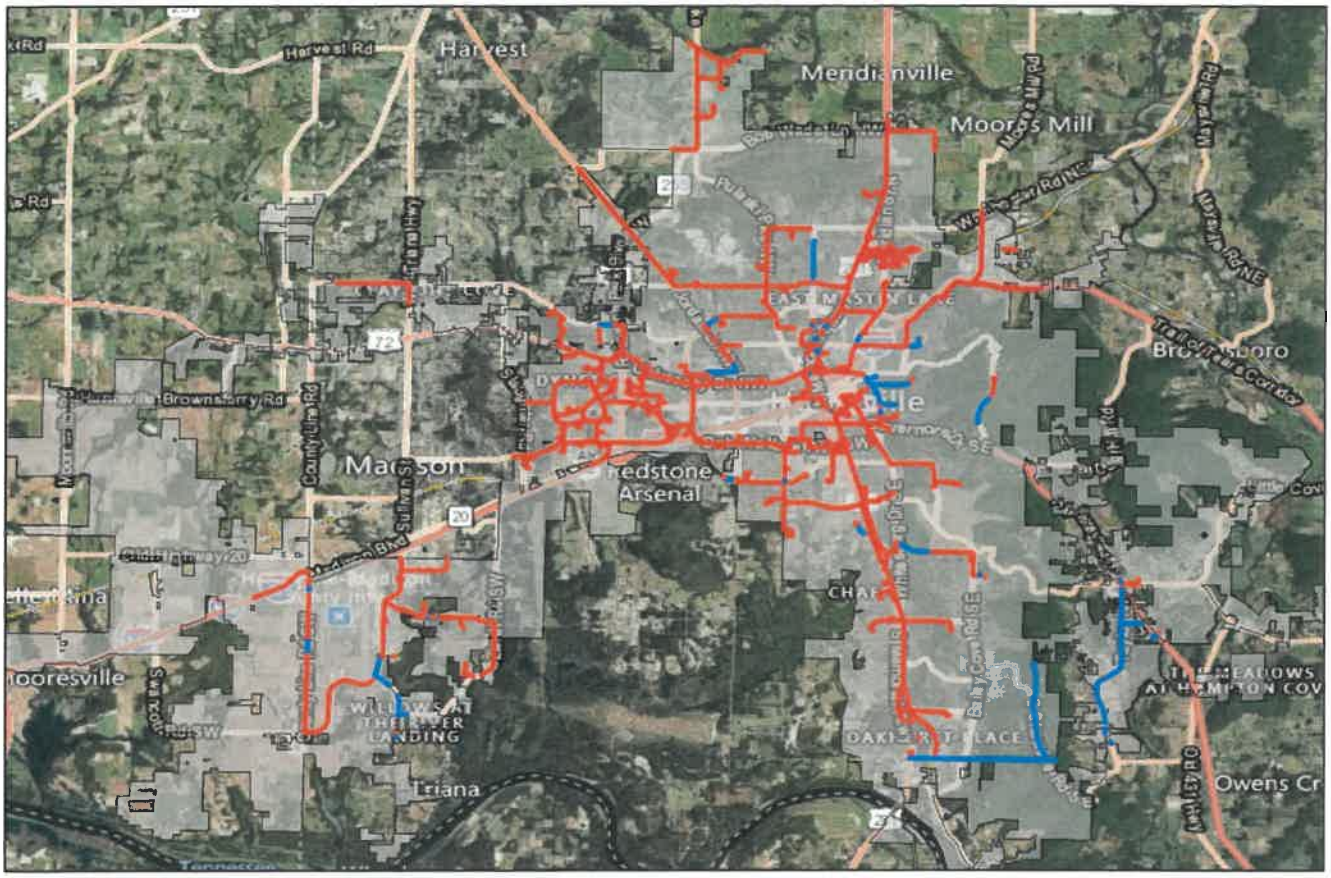


EXHIBIT B
MAP OF ROUTE CONT'D
(Existing Fiber Utilized by Southern Light, LLC)



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-906

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use agreement between Uniti Fiber GulfCo LLC, a Delaware limited liability company, and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6011

Department: Legal

Subject: **Type of Action:** Introduction

Introduction of an Ordinance concerning a Rights-of-Way Use agreement between Uniti Fiber GulfCo LLC, a Delaware limited liability company, and the City of Huntsville.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. -_____

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

Section 1. Uniti Fiber GulfCo LLC, a Delaware limited liability company, ("GulfCo") may utilize the rights-of-way in the corporate limits of the City of Huntsville, Alabama, ("City") in order to construct its network and to provide its communications services in accordance with and subject to the terms and conditions of the *Rights-of-Way Use Agreement between Uniti Fiber GulfCo LLC, and the City of Huntsville, Alabama*, to be executed by the City and GulfCo ("Use Agreement").

Section 2. The Mayor of the City of Huntsville is hereby authorized for and on behalf of the City, to enter into and execute the Use Agreement with GulfCo, which said Use Agreement shall be in a form substantially similar to that certain agreement attached hereto and identified as "*Rights-of-Way Use Agreement between Uniti Fiber GulfCo LLC, and the City of Huntsville, Alabama*" consisting of Thirty-one (31) pages, plus Exhibit A and Exhibit B, and the date of _____ appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of said Use Agreement being kept on file permanently in the Office of the City Clerk of the City of Huntsville. The City Clerk is authorized to attest thereto.

Section 3. The Use Agreement shall be effective in accordance with its terms.

Section 4. GulfCo shall assume all publication costs with respect to this Ordinance, including the Use Agreement, as such publication is required by law.

ADOPTED this the ___ day of _____, 2025.

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

APPROVED this the ___ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

RIGHTS-OF-WAY USE AGREEMENT BETWEEN
UNITI FIBER GULFCO LLC, AND THE CITY OF HUNTSVILLE, ALABAMA

This **RIGHTS-OF-WAY USE AGREEMENT** (hereinafter referred to as "Use Agreement" or "Agreement") is made and entered as of the ____ day of _____, 2025, by and between the City of Huntsville, a municipal corporation of the State of Alabama (hereinafter referred to as the "City"), and Uniti Fiber GulfCo LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), (individually "Party" and collectively "Parties").

WHEREAS, the Company desires to use the City's public rights-of-way to install, operate and maintain fiber facilities in order to provide fiber-based services to its customers; and

WHEREAS, the City has the authority to grant the right to use and occupy the public rights-of-way for such use, to manage and control the rights-of-way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has considered the request of the Company to renew its right to use the City's rights-of-way and is desirous of granting the Company a renewed non-exclusive right to use the City's rights-of-way for the purposes hereinafter set forth and for no other purposes, subject to the terms and conditions of this Use Agreement; and

WHEREAS, the Company has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Use Agreement.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Use Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Sec. 1. Preservation of police power authority; reservation of rights; the Company warranties.

(a) *Police powers.* The Company, the construction and operation of its network, and its provision of communications services under this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and general welfare of the public, including the continuing authority over the construction of the network in the rights-of-way. The Company shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent that they are not preempted by applicable law.

(b) *Company warranties, etc.* The Company makes the following representations, warranties, and covenants as the basis for the benefits and obligations contained in this Use Agreement:

(1) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to do business under the laws of the State of Alabama, and has the power and authority to own its properties, to carry on its business as now being conducted, to execute and accept this Use Agreement, to carry out the transactions contemplated hereby, and to perform and carry out all obligations on its part to be performed under and pursuant to this Use Agreement.

(2) The Company, as of the date of this Use Agreement, has adequate financial resources to construct and to operate the network in accordance with the provisions of this Use Agreement, and knows of no technical or legal impediment which would prevent it from performing as contemplated in this Agreement.

(3) The Company is not prohibited by any agreement or applicable law from executing and accepting this Use Agreement or from discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Use Agreement.

(4) All corporate actions and consents required on the Company's part to execute and accept this Use Agreement have been completed.

(5) The Company, during the term of this Use Agreement, will comply with all applicable laws concerning the construction and operation of the network, including all requirements to obtain and comply with the conditions of applicable certificates, licenses, permits, and other governmental approvals and applicable environmental-related requirements.

(6) To the extent the Company's network occupies or will occupy that portion of a right-of-way that is inside a public utility easement burdening private property, the Company warrants that it is a utility or otherwise has the right to use and occupy such easement.

The foregoing covenants, warranties, and representations are material to this Agreement. A breach of any of the covenants, warranties, or representations in paragraphs (1) through (4) above shall constitute a non-curable default under this Use Agreement, and shall entitle the City to immediately terminate the Lease Agreement for cause. A breach of any of the covenants, warranties, or representations in paragraphs (5) or (6) above shall constitute a curable default under this Use Agreement wherein, following written notice, the Company will have reasonable time to cure such default. Failure to cure in a reasonable time (given the nature of such alleged default) shall entitle the City to immediately terminate the Use Agreement for cause. In the event the Use Agreement is terminated pursuant to this paragraph, the Company hereby agrees that the disposition of the network in the rights-of-way shall be governed by applicable provisions of Section 10 below.

Sec. 2. Compliance; City makes no warranty.

(a) *Compliance with law.* This Agreement will be construed in a manner consistent with all applicable laws.

(b) *No warranty.* The City makes no express or implied representation or warranty regarding its right to authorize or permit the construction of the network on any particular segment of the rights-of-

way or the location or dimensions of any particular segment of the rights-of-way, nor does the City make any express or implied representation or warranty regarding its right to the authorize the construction or placement of the network in any public utility easement. The burden and responsibility for making all such determinations in advance of construction shall be entirely upon the Company.

Sec. 3. Defined Terms.

The following words, terms and phrases, when used in this Agreement, whether capitalized or not, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Affiliate or ***affiliated person*** means any person, directly or indirectly, controlling, controlled by, or under common control with the Company; provided, however, that affiliate shall not include any limited partner or shareholder holding an interest of less than fifteen percent (15%) of the Company, or any creditor of the Company solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, the Company.

Applicable law means any or all federal, state, or City statutes, ordinances, rules, regulations, standards, and other laws, that are now existing or hereafter adopted, as such laws are amended or as they may be from time to time amended or superseded, which apply to the Company's communications services, its network, or the matters covered by this Agreement, including City laws. Where reference is made to a specified law, including a specified City law, the United States Code, and the Code of Federal Regulations, it shall mean and include such laws as amended or as may be from time to time amended or superseded.

Cable Service has the meaning set forth in 47 U.S.C. Section 522(6).

City means the City of Huntsville, Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement shall include the City's delegated authorities or representatives authorized to perform as contemplated. The term shall also mean and include, where appropriate, the City d/b/a Huntsville Utilities.

City laws mean the duly adopted laws and legislation of the City including the Code of Ordinances of the City and any codes, regulations, standards, or specifications adopted by reference; and shall also include the subdivision regulations and any other such rules or regulations that departments, agencies, commissions, boards, or bureaus of the City are authorized to establish; all of which are as amended or as may from time to time be amended or superseded.

City Attorney means the City Attorney for the City or his/her designee.

City Clerk means the City Clerk for the City or his/her designee.

City Engineer means the City Engineer for the City or his/her designee.

Communications Act means the federal Communications Act of 1934, as amended (codified at 47 U.S.C. §§ 151 *et seq.*), and as that Act may, from time to time, be hereinafter amended.

Communications services mean services, other than cable service or any other multichannel video services, which are available to customers or subscribers, either on a wholesale or retail basis, through facilities that enable the provision, whether bundled or unbundled, of voice, video, data, or advanced communications services, including telecommunications services, information services, data services, and Internet services. The term also includes the lease, license, sale, or other right of use provided to other persons, including other communications service providers, of portions of the network including facilities, fiber (whether dark or lit), conduit, or capacity thereon.

Company means Uniti Fiber GulfCo LLC, or the lawful and permitted successor, transferee, or assignee thereof.

Confidential information means any written, non-verbal, information or communication for which there is sound legal basis to assert that such information or communication is confidential or proprietary in nature and which has been clearly and conspicuously marked as such by the Party asserting its proprietary or confidential status. This Agreement, including the consideration flowing to either Party under this Agreement, is not considered to be confidential information.

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

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

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

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

Construct, including its derivations, means to construct, re-construct, excavate for, repair, rehabilitate, place, replace, erect, maintain, install, relocate, or remove all or any portion of the network.

Effective date means the date of publication of this Agreement.

Fiber facilities or ***facilities*** means the portion of the Company's network that consists of aerial or underground fiber, or fiber-related, installations consisting of all internal and external components, such as wires, cables, ducts, and conduits, which facilities are more particularly described in **Exhibit A** hereto.

Franchise Manager means the person or persons authorized, assigned, or delegated the responsibility to administer and enforce this Agreement on behalf of the City, and that person(s) designee(s).

Gender. Words of one gender include all other genders and also include firms, partnerships, corporations, and other legal entities, as appropriate.

Gross revenue means any and all payments made to, or compensation or consideration of any kind or nature, including cash or credits, received, directly by the Company, or by any affiliate that does not have a separate Right of Way Use Agreement with the City, from the operation or use of the network to provide communications services to customers that are physically located in or have a billing address within the City, or the physical facility leased (such as conduit or dark fiber) is located within the City. Gross revenues include, by way of illustration and not limitation, revenue whether retail or wholesale in nature, information and data services revenue; revenues from the lease of conduit, dark fiber or other system capacity; Internet services revenue; telecommunications services revenue, and information services revenue, provided, however, that gross revenue shall not include revenues arising from communications services that both originate and terminate outside the corporate limits of the City and are not charged to a service address within the City. Gross revenue shall not apply to any up-front, non-recurring charges attributable to the costs associated with construction of the network or as a one-time payment for sale of communications facilities. The term does not include unrecovered bad debts written off after diligent, unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on the Company or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its affiliates to the governmental unit, including sales, use, and utility user taxes.

In, when used in conjunction with rights-of-way, means over, above, in, within, on, or under a right-of-way.

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

Internet means the combination of Internet protocol-based networks interconnecting millions of computers throughout the world. It allows computers to trade information over public and private networks using telecommunication lines, fiber optic cables, terrestrial wireless networks, and satellite links. It is also referred to as the "net."

Internet access services or ***Internet services*** means the offering of direct access and information transport via wireless communications service or wireline communications service to the network of both federal and non-federal interoperable packet-switched, Internet protocol-based data networks to customers for a fee. For purposes of this Agreement, Internet service shall mean the information transport and direct access to the Internet provided to customers over the Company's network and shall include the provision of incidental services or revenues that are required by law to be treated under the same regulation as such direct access service.

Linear facilities mean fiber facilities or other linear portions of the network that are physically connected, wrapped, or lashed singly or in a bundle.

Multichannel video service means facilitating the delivery to subscribers of multiple channels of video programming or other programming service, regardless of the technology used to provide it. Multichannel video service specifically includes, but is not limited to, cable service, as such term is

defined in Title VI of the Communications Act of 1934, 47 U.S.C. Section 522(6). Multichannel Video Service includes:

(1) The one-way transmission to subscribers of (i) video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service, regardless of whether such transmission, service(s), or interaction relies upon Internet protocol.

(2) Open video system or "OVS."

(3) Any other service using a multichannel video system which is not a telecommunications service or an information service (other than cable service), where under applicable law a franchise or similar permission or approval from the city is required or permitted.

Multichannel video system means facilities, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide multichannel video services and which is capable of being provided to multiple subscribers within the facilities area, but such term does not include:

(1) Facilities that serve only to retransmit the television signals of one (1) or more television broadcast stations.

(2) Facilities that serve subscribers without using any rights-of-way.

(3) Facilities of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a multichannel video system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facilities are used in the transmission of multichannel video services directly to subscribers.

(4) Facilities of any electric utility used solely for operating its electric utility system.

Network means all or any portion of the facilities located along the route in the rights-of-way, including the fiber facilities, manholes, equipment, and other component parts or appurtenances, that the Company intends to construct and maintain. The term does not mean or include all or any portion of any wireless communications facilities owned or controlled by Company or any other entity.

Open video services mean any video programming provided to any person by a provider certified by the FCC to operate an open video system pursuant to Section 47 U.S.C. § 573, as may be amended, regardless of the facilities used.

Person means any human being, any governmental or political subdivision or public agency, any public or private corporation, any partnership, any firm, association or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing or any other legal entity.

Rights-of-way means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, public utility easement (to the extent of the City's interest or

authority), or public rights-of-way now or hereafter held by the City which shall, within its proper use and meaning, entitle the Company to the use thereof for the purpose of constructing and operating its network and providing its communications services. This term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property, such as City parks, City property, or public works facilities, owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility distribution facilities.

Rights-of-way management means the exercise of the City's police powers for the purpose of managing and controlling the occupancy of the rights-of-way in order to keep them functioning and operational for their dedicated or intended purpose; maintain them in good condition, order, and repair; control the orderly flow of vehicle and pedestrian traffic; administer their use by public or private users and their facilities; preserve the public asset; obtain fair compensation for their use; recover costs; and such other acts reasonably necessary to protect the public health, safety, and welfare.

Route means the course in the rights-of-way within which the Company intends to construct and maintain its fiber network, which route is more particularly described in **Exhibit B** hereto, and as such course may be submitted in the future as additional network builds.

Subscriber means any person, who or which lawfully elects to subscribe for any purpose to a communications service of the Company or any of its affiliates and whose premises or facilities are physically wired or otherwise lawfully activated to receive such services from the Company's network in the City.

Telecommunications means the transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications service means the offering of telecommunications for a fee or other compensation directly to the public, or to such classes of users as to be effectively available directly to the public regardless of the facilities used. This term does not include multichannel video service.

Use fee means the fee described in subsection 16(a).

Video programming means programming provided by or generally considered comparable to programming broadcast station.

Wireless communications facilities mean facilities used for the transmission or reception of wireless communications services, usually consisting of an antenna array or micro facility, connection cables, an equipment facility, and a support structure such as a tower, monopole, or utility pole to achieve the necessary elevation.

Wireless communications services means communications services made available to subscriber through wireless communications facilities, including any FCC licensed or unlicensed radio communications services, whether used for transmission or reception of voice, video, or data, including, wireless fidelity ("WiFi") and personal wireless services as defined by the Communications Act, which

includes FCC licensed commercial wireless telecommunications services, including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging and similar services that currently exist or that may in the future be developed. The term does not include broadcast radio or television services.

Wireline communications services means communications services made available through wire or fiber facilities.

Tree regulations means chapter 27, article II of the City Code as such ordinance may be superseded or amended from time to time and such other regulations as may be now or hereafter adopted or promulgated that establish standards for tree planting, maintenance, or protection of trees in the rights-of-way.

Visual obstruction regulations mean chapter 25, article IX of the City Code, as such ordinance may be superseded or amended from time to time, and such other regulations as may be now or hereafter adopted or promulgated that govern visual obstructions.

Sec. 4. Administration.

(a) *Administration of agreement.* The Franchise Manager is hereby authorized to administer and enforce this Agreement on behalf of the City.

(b) *Administrative authority.* In accordance with applicable law, the City or its designees shall have continuing jurisdiction over construction and operation of the network in the rights-of-way with the right to conduct periodic inspections of the network, provided such inspection, which shall be solely for the benefit of the City, does not unduly interfere with the network or the Company's operations.

Sec. 5. Enforcement.

(a) *Notice of violation; opportunity to cure.*

(1) If the Franchise Manager is of the opinion that the Company is in violation of this Agreement, he shall provide the Company with a written notice of violation describing the nature of the violation and requirements for correction.

(2) Within ten (10) business days of receiving a written notice of apparent violation, the Company shall present facts and arguments in refutation or excuse of the alleged violation, or present a plan for correction of the violation including an estimated schedule for completion of the corrective action. The Franchise Manager shall thereafter determine whether the violation has been refuted or excused, or may approve the corrective plan in whole or part, or require changes thereto. The cure period for any corrective action shall be as reasonably established by the Franchise Manager, provided that the period shall not be less than thirty (30) days in the case of any fees or other charges due under this Agreement and not less than sixty (60) days in all other cases, except in the case of an emergency or except as otherwise expressly provided for in this Agreement.

(3) During the cure period any action to prosecute the violation, including revocation of the Agreement, shall be held in abeyance.

(b) *Dispute resolution between the Parties.* Except as otherwise provided for in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and will consider in good faith whether to use a non-binding mediator when such discussions have failed. Each Party shall bear its own costs of mediation, including attorney fees.

(c) *Revocation.*

(1) In addition to all other rights or remedies which the City has pursuant to law or equity or under this Agreement, and subject to applicable law, the City reserves the right to revoke this Agreement, and all rights and privileges pertaining thereto, in the event that:

a. The Company is in violation of any material provision of this Agreement and the violation is not capable of being cured or the Company has not, to the City's satisfaction, refuted or excused the failure to comply or has not complied with the cure provisions set forth hereinabove in subsection (a).

b. The Company has engaged in an evasion or attempt to evade any material provision of this Agreement and fails or refuses to cure it.

c. The Company has perpetrated or attempted to perpetrate any fraud or deceit upon the City.

d. There is any material misrepresentation of fact by the Company in the application for, negotiation or renegotiation of, or renewal of, the Agreement.

(2) Prior to revoking the Agreement, the City Council shall schedule a hearing on the matter and the Company shall be given at least thirty (30) days' advance notice of the date and time for the hearing and the grounds for revocation. At such hearing the Company shall have the right to be heard on the matter and may present evidence on its behalf including proof refuting or excusing the violation.

(3) Within thirty (30) days of the conclusion of the hearing, the City Council may adopt a resolution revoking the Agreement where it finds that there is a basis to do so and the Company shall, thereafter, be notified in writing of the Council's decision.

(d) *Enforcement; attorneys' fees.* Unless prohibited by applicable law, the City shall be entitled to enforce this Use Agreement through all remedies lawfully available, and the Company shall pay the City's costs of enforcement, including reasonable attorneys' fees, in the event that the Company is determined judicially to have violated the provisions of this Use Agreement.

Sec. 6. Grant.

(a) *Grant.*

(1) Subject to the requirements of this Agreement and applicable law, the Company is hereby granted by the City, where the City has the right and authority to do so, the non-exclusive right to construct, maintain and operate its network in the rights-of-way to provide communications services, provided that prior to: (i) expanding the dimensions of its fiber facilities beyond those described in **Exhibit A** hereto, (ii) expanding its network beyond the route shown on **Exhibit B** hereto, or (iii) expanding its communications services beyond the fiber-based services set forth in its application, the Company shall notify the Franchise Manger of its intention to do so. Failure to do so is a material breach of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliated person will be providing cable or any other multichannel video services directly to residents and businesses located in the City pursuant to this Agreement. In the event the Company intends to commence providing services or to conduct any other activity not authorized by this Agreement, it must first request and obtain a separate franchise, license or other right of use agreement with the City. This Agreement does not authorize the installation of any facilities other than the Company's fiber facilities.

(2) This Agreement does not grant to the Company, or any of its affiliates or any other person providing services over its network, the right to use the rights-of-way or to use the Company's network in the rights-of-way, to provide cable service or any other multichannel video services.

(3) The City makes this grant without reducing its police powers and expressly reserves the right, consistent with applicable law, to adopt and enforce, now and in the future, in addition to the provisions of this Use Agreement and existing laws, ordinances, and regulations, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the public.

(4) Subject to applicable provisions of this Agreement, the location and construction details of each part of the network shall be subject to the approval of the City Engineer, in accordance with the plans and specifications submitted to and approved by the City Engineer, as such plans and specifications may be modified from time to time with the approval of the City Engineer.

(5) Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant to the Company the right to install in the rights-of-way any tower or pole of any type, or to otherwise install in the rights-of-way small wireless facilities or any other wireless communications facilities.

(6) Notwithstanding anything contained in this Agreement to the contrary, the Company agrees that neither it nor any affiliate, nor any other person using its network to provide service in the City, will be providing, through the Company's network in the rights-of-way, cable service or any other multichannel video services, that no other person will be providing cable service or any other multichannel video services through the Company's network, and that the grant of this Agreement does not relieve the Company from any obligation it may have now or in the future to

obtain a franchise, license, or other right to use the rights-of-way for the provision of cable service or any other multichannel video services. In the event the Company, any affiliate or any other person using the Company's network intends to commence providing services or to conduct any other activity not authorized by this Use Agreement, it must first obtain a separate franchise, license, or other right of use agreement, or, where appropriate, an amendment to this Agreement.

(7) The use of the rights-of-way authorized by this Agreement shall in all matters be subordinate to the City's use and rights.

(b) *Nonexclusive.* The Company's use of the rights-of-way pursuant to this Agreement shall be nonexclusive. The City expressly reserves the right to grant, at any time and from time to time, such additional use agreements or other rights to use the rights-of-way for any purpose as determined by the City, and to any other person, including itself, as it deems appropriate, subject to applicable law.

(c) *No title.* This Agreement shall not convey title, equitable or legal, in the rights-of-way, and the Company acknowledges it receives under this Agreement only the right to occupy rights-of-way only for the specific purposes and for the specified period stated in this Agreement and as may be further limited by the specific terms of the Agreement. This Agreement and the rights granted hereunder do not excuse the Company from obtaining appropriate access or attachment agreements before locating its facilities on another person's poles, conduits or other facilities, including the City d/b/a Huntsville Utilities.

(d) *Permits.* Nothing in this Agreement shall be construed to relieve the Company from obtaining licenses and permits required by applicable City law.

(e) *No vested right to City location; priority of use.*

(1) The Company acknowledges by acceptance of this Agreement that it obtains through this Agreement no rights to or further use of the rights-of-way other than those expressly stated herein. This Agreement does not give to the Company any right in any facilities' particular location for its network, and the Company acknowledges and accepts at its own risk, provided that the City has the legal authority for the use or uses in question, that the City may make use in the future of the rights-of-way where the Company's network is located in a manner inconsistent with the Company's use of such rights-of-way for its placement and use of its network, and that in such event the Company will not be entitled to compensation from the City. If the Company occupies private property by way of a private easement and that property is taken for or otherwise becomes rights-of-way, then the Company shall retain the right to occupy the easement subject to the City's right of condemnation.

(2) This Agreement does not confer upon the Company any priority over the use of the rights-of-way. In the event of a dispute as to priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City and its agencies, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees, licensees and others having the right to use the rights-of-way, as determined by the City, consistent with applicable law, in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Alabama.

(f) *Records and reports.* The Company shall cooperate with the City with respect to the administration of this Agreement and to this end, subject to Section 8 concerning confidential information, shall furnish or make available to the City upon request, at no cost to the City, such records, reports, and other information reasonably necessary, as determined by the City, for the administration and enforcement of this Agreement and in such form and manner as prescribed by the City.

Sec. 7. Publication; exhibits.

(a) *Acceptance.* By its execution of this Agreement, the Company agrees to an unconditional acceptance of its terms and conditions and warrants that the person executing the Agreement on its behalf is duly authorized to do so. No later than 30 days after its execution of this Agreement, or such extension of such time as may be allowed by the Franchise Manager, the Company shall provide the Franchise Manager with proof of insurance coverage, posting of security if required by the Franchise Manager, payment of any amounts due at signing, and other requirements as may be included in this Agreement.

(b) *Publication.* This Agreement, or a synopsis of this Agreement in accordance with applicable state law, shall be published in a newspaper having general circulation in the City. Such publication shall be done by or at the direction of the City Clerk, and the expenses thereof shall be paid in advance by the Company, or the Company shall make arrangements with the newspaper to be billed directly.

(c) *Incorporation of exhibits.* This Agreement hereby incorporates by reference all exhibits appended hereto.

Sec. 8. Confidential information.

(a) *Acceptance of public records law.* The Company acknowledges and understands that the City, as a municipality, is subject to laws governing the disclosure of public records including disclosure or release of the contents of this Agreement. The City will comply with applicable law concerning confidential information clearly identified as such by the Company. Notwithstanding anything to the contrary in this Agreement, all obligations of the City in this section are subject to, and limited by, the requirements of Alabama open records laws.

(b) *Release of confidential information.* Where the release of confidential information to a third party is necessary for rights-of-way management purposes, the City and the Company shall mutually agree on what, if any, such information can be released to the third party. The City will confer with the Company prior to releasing any confidential information.

(c) *City responsibility.* The City's responsibility to maintain confidential information as set forth in this section shall not apply to any such information which (i) becomes publicly available other than through the disclosing Party; (ii) is required to be disclosed by applicable law or by administrative or judicial order; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party.

(d) *Disclosure of confidential information.* Notwithstanding anything to the contrary in this Agreement, the City may disclose, as necessary, any confidential information to its officials, officers,

boards, commissions, agencies, employees, agents, representatives, or contractors in order to administer or enforce this Agreement, or otherwise for rights-of-way management purposes.

(e) *Continuing obligation concerning confidential information.* The provisions of this section shall survive expiration, termination, or revocation of this Agreement.

Sec. 9. Construction.

(a) Subject to subsection (b), except as may expressly be otherwise provided for in this Agreement, the provisions of Chapter 23, Article VII, Division 2 ("Division 2") of the Code of Ordinances of the City of Huntsville ("City Code"), as such may be amended from time to time, and which are hereby incorporated into this Agreement by reference as if fully set forth herein, shall apply to the Company's network, including its construction, removal, abandonment, maintenance, and relocation. In the case of an irreconcilable conflict between Division 2 and this Agreement, this Agreement shall control.

(b) The Company shall bear the costs and expenses for relocation of its facilities when the purpose involves a lawful public purpose, including the City's exercise of its police powers for the public health, safety, and general welfare, and public infrastructure projects, public building projects, and other public improvements funded in whole or part by the City.

Sec. 10. Rights and obligations upon termination of this Agreement or abandonment of network.

(a) *Termination, revocation, expiration, and abandonment.* Upon termination, revocation, or expiration of this Agreement, or by abandonment of the network, all rights and obligations between the City and the Company created by this Agreement shall cease other than (1) the Company's obligation to pay outstanding fees and other amounts due to the City; (2) the Company's obligation to maintain security until released by the City or otherwise in accordance with this Agreement; (3) the Company's defense and indemnification obligations as set forth in this Agreement; and (4) such other provisions in this Agreement which expressly provide for survival beyond the term thereof. The disposition of the Company's network, including removal, and restoration of the rights-of-way and other public or private property shall be governed by applicable law and this Agreement.

(b) *Operation after termination; holding over.* Notwithstanding anything to the contrary contained in this Agreement, in the event the Company, at the sufferance of the City, holds over beyond the term of this Agreement and continues to operate, lease or otherwise use all or any part of its network, provide all or any communications services over its network, or otherwise exercise all or any of the rights granted hereunder, after the term of this Agreement, then the Company shall continue to comply with and be subject to all applicable provisions of this Agreement, including all compensation and other payment provisions, throughout the period of such holding over, provided that any such holding over shall in no way be construed as a renewal or other extension of the Agreement. In the event the term of this Agreement has expired and the Parties are in the process of re-negotiating a renewal of this Agreement or negotiating a new agreement relative to the Company's network or use of the rights-of-way, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis, unless either Party gives 30-day advance written notice to the other that they desire to terminate the Agreement.

Sec. 11. Damages and defense.

(a) *Hold harmless and indemnification.*

(1) The Company by its acceptance of this Agreement, agrees to and does thereby indemnify, defend, and hold the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees whole and harmless from and against all third-party claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, judgments, and damages, of any nature and description, including any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, resulting from or related to or arising out of or by reason of: (1) the Company's actions pursuant to this Agreement and the rights awarded hereunder, or the procedures leading thereto, (2) any act or omission of the Company, its agents, employees, representatives, contractors, or sub-contractors, including in the construction, maintenance, or operation of, or the provision of service over, the network in the City, or any portion thereof, (3) any failure by the Company to comply with any applicable law or the terms and conditions of this Agreement, (4) the Company's performance under this Agreement, (5) the use of portions of the network by other persons, including other communications service providers, or (6) the presence of any hazardous substance or environmental hazard brought into the rights-of-way by the Company or by any contractor, subcontractor, or other person acting on its behalf or under the rights granted under this Agreement.

(2) The foregoing obligations of this subsection (a) shall survive the expiration, termination, or revocation of the Agreement.

(b) *Notice.* In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must notify the Company within a reasonable time of any claim or legal proceeding which gives rise to such right.

(c) *Defense.* With respect to the Company's indemnity obligations set forth in this section and in Section 12, the Company shall provide the defense of any claims brought against the City by selecting counsel of the Company's choice to represent the City and defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with the Company and participating in the defense of any litigation by its own counsel at its own cost and expense. After consultation with the City, the Company shall have the right to defend, settle, or compromise, at its cost and expense, any claim or action arising hereunder, and the Company shall have the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include at a minimum a full and final release of all applicable claims against the City and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the City. In the event that the terms of any such settlement do not include a full and final release of the City, the Company shall not settle the claim or action. All of the Company's right to enter a settlement shall entail only payment of monetary amounts by the Company or obligations to be performed fully by the Company, and under no circumstances shall the Company have the power to bind the City to any

obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the City may in its discretion independently agree to any such condition).

(d) *Indemnification not limited.* The Company's indemnification obligations of this Agreement are not limited in any way by limitation of the amount or type of damages or compensation payable by or for the Company under workers' compensation, disability or other employee benefits acts, or the City's acceptance of insurance certificates required by this Agreement, or the terms, applicability, or limitations of any insurance held by the Company.

(e) *No waiver of City rights.* The City does not and shall not waive any rights against the Company which it may have by reason of the Company's indemnification, or because of the acceptance by the City of the Company's proof of insurance or deposit with the City of any insurance policies described in this Agreement.

Sec. 12. Limitation of liability; immunity.

Except to the extent expressly provided for otherwise in this Agreement, the City shall be responsible for its own acts of negligence, or intentional or willful misconduct committed by the City for which the City is legally responsible, subject to defenses, immunities, and limitations of liability provided by applicable law; provided, however, notwithstanding anything to the contrary contained in this Agreement and in no event shall the City, its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, or employees be liable to the Company, its affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors, or assigns for any special, indirect, or consequential damages, including any loss, expense, or damage to profits, business, revenue, or income (whether arising out of the damage to or destruction of the network, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise), arising in any manner, including the City's negligence, and the Company shall indemnify, defend, and save harmless the City and its present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized City functions, and employees from and against any and all claims, costs, losses, expenses through appeal (including reasonable attorneys' fees, and costs or expenses incidental to the investigation of claims and lawsuits), demands, payments, suits, actions, recoveries, penalties, fines, liabilities, and judgments, of any nature and description, with respect to such special, indirect, or consequential damages. The foregoing obligations of this section shall survive the expiration, termination or revocation of the Agreement.

Sec. 13. Liability insurance; security.

(a) *Insurance.*

(1) *Commercial General Liability.* The Company shall, at its sole expense, maintain, throughout the term of this Agreement and any extension or renewal thereof, and such other period of time during which the Company operates or is engaged in the removal of the network (hereinafter referred to as "coverage period"), Commercial General Liability Insurance using carriers licensed in the State of Alabama and maintaining a Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, independent contractors, contractual, personal

and advertising injury, and broad form property damage and shall name as Additional Insureds the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees. Such insurance shall be in the amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate covering bodily injury, including death, and property damage. If the Company employs independent contractors, the Company shall insure that these contractors maintain appropriate levels of insurance and that the City is named as an additional insured under each policy by blanket endorsement. Insurance will be written on an occurrence basis.

(2) *Business Automobile Liability.* The Company shall, at its sole expense, maintain during the coverage period Business Automobile Liability insurance with a limit of One Million Dollars ($1,000,000) combined single limit for bodily injury, including death, and property damage covering owned, leased, non-owned, and hired automobiles used in conjunction with its operations under this Agreement. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds.

(3) *Workers' Compensation and Employer's Liability.* The Company shall, at its sole expense, maintain, during the coverage period, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than One Million Dollars ($1,000,000).

(4) *Umbrella or Excess Liability.* The Company shall, at its sole expense, maintain during the coverage period Umbrella or Excess Liability insurance in the amount of Two Million Dollars ($2,000,000). Such insurance shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds by blanket endorsement.

(5) *Evidence of Insurance; deductibles; approval; reservation.* On or before filing its acceptance of this Agreement and upon each policy renewal, the Company shall, at no cost to the City, furnish to the City Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The City reserves the right to require complete, certified copies of all required insurance policies or proof of self-insurance at any time and from time to time, at no cost to the City. The Company has the right to maintain reasonable deductibles and the City reserves the right to review and approve such deductibles, which approval shall not be unreasonably withheld or delayed. The policies obtained by the Company, and proof thereof, shall be subject to the City's approval. The City reserves the right to review these insurance requirements during the coverage period and to adjust insurance coverages and their limits when deemed necessary and prudent by the Franchise Manager, based upon changes in statutory law, court decisions, or the claims history of the industry, as well as the Company.

(6) *Maintenance of Insurance Policies; the Company's coverage primary.* The liability insurance policies required under this section, if any, shall be maintained by the Company through

the coverage period. Each such policy of insurance shall provide that it not be cancelled or not renewed, without thirty (30) days' written notice to the City. An endorsement shall be provided which states that the Company's coverage is primary and any other insurance carried by the City, if applicable to a loss, is excess.

(7) *No Limit of Liability.* The legal liability of the Company to the City, and any person for any of the matters that are the subject of the insurance policy(ies) required by this section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

(8) *Certificate of Insurance.* Certificates of Insurance, if any, shall name the City and the City's present and future officers, elected or appointed officials, council, boards, commissions, agents, representatives, volunteers performing authorized city functions and employees as Additional Insureds, by blanket endorsement, in the case of Commercial General Liability, Business Automobile Liability, and Umbrella or Excess Liability insurance. Worker's Compensation and Employer's Liability insurance shall waive rights of subrogation in favor of the City. Each policy shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days' prior written notice has been given to the City. All subsequent notices or certificates shall be delivered to the Franchise Manager and the City Attorney at 308 Fountain Circle, Huntsville, Alabama 35801. All deductibles under said policy shall be the sole responsibility of the Company.

(b) *Security.*

(1) Subject to the following subsection (2), the Company shall obtain, maintain, and replenish, at its sole cost and expense, and file with the Franchise Manager, an irrevocable standby letter of credit in favor of the City and suitable in form and content, including any amendments thereto, to the Franchise Manager ("letter of credit" or "security") in an amount established by the Franchise Manager both to guarantee the timely completion and faithful performance of all work required in connection with the network, including the construction and operation of the network and to secure performance of the Company's obligations and faithful adherence to all requirements of this Use Agreement. Throughout the term of this Use Agreement, and for one hundred twenty (120) days thereafter, the Company shall maintain the required letter of credit in the amount specified in accordance with this section.

(2) Based on then-current factors including the construction activity of the Company, whether the Company is engaged in the removal of the network, an increase in the amount of compensation payments to be made pursuant to this Use Agreement, the Company's history of compliance with the terms and conditions of this Agreement, or such other factors which reasonably necessitate the contemplated action, the Franchise Manager may, in his sole discretion, modify the obligations of the foregoing subsection (1). Such modifications include: (i) upon the written request of the Company, a waiver of the requirement to post security, or a whole or partial release of the security posted; provided that at any time and from time to time the Franchise Manager may require the posting of any security so waived or released; and (ii) upon the written notice to the Company, an increase in the amount of security posted. The Company shall post the required security within thirty (30) days or such additional time as the Franchise Manager may allow, without the right of an additional cure period, and the Franchise Manager may delay any construction activity of the Company until the required security is posted.

(3) The letter of credit may be drawn on directly by the City at any time and from time to time for the payment of liquidated damages, or for the following purposes, but not before the expiration of any notice or cure provisions to the extent applicable:

a. To secure the faithful performance by the Company of all terms, conditions, and obligations of this Use Agreement and any later enacted regulations and ordinances pertaining to the rights-of-way or their use, including the proper installation, maintenance, operation, and removal of the network;

b. To compensate the City for any loss or damage to any municipal structure or other property of the City, during the course of any construction of the network by the Company, its agents, or employees, or any contractors or subcontractors of the Company;

c. To compensate the City for any expenditure, damage, or loss incurred by the City occasioned by the Company's non-compliance with the provisions of this Use Agreement or default under any later enacted regulations and ordinances pertaining to the rights-of-way or their use, or its failure to comply with all rules, regulations, orders, permits, and other directives of the City, issued pursuant to this Use Agreement or other present or future ordinances adopted by the City;

d. To secure the payments of premiums for the liability insurance required pursuant to this Use Agreement;

e. The payment to the City of any amounts for which the Company is liable that are not paid by the Company's insurance; or

f. As otherwise may be provided for in this Use Agreement.

(4) For the City to recover under this subsection (b) for any failure to properly construct or operate the network or any alteration, repair, maintenance, or restoration of City structures or property, in connection with such construction or operation, it is not necessary that the City first perform such work.

(5) The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Use Agreement or authorized by law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the City may have.

(c) *Right to Require Replacement of Letter of Credit or Insurance.* If the financial conditions of any company issuing a letter of credit or insurance policy pursuant to this Section 13 materially and adversely change, the City may, at any time and from time to time, require that any such letter of credit or insurance policy be replaced with such other letter of credit or other insurance policy consistent with the requirements set forth in this section.

(d) *Notice.*

(1) Each insurance policy shall contain a covenant or endorsement of the insurer to provide sixty (60) days' advance written notice by certified mail of such insurer's intention to cancel,

substantially change, or not to renew such policy to both the Franchise Manager, City Attorney, and the Company; provided, however, in the event said policy fails to so contain a notice provision to the Franchise Manager and City Attorney, then the Company shall be responsible for same. The Company shall, in the event of any such notice, obtain, pay premiums for, and file with the Franchise Manager and City Attorney written evidence of the issuance of replacement policies prior to the expiration of any such policy.

(2) In no event shall the letter of credit be canceled without sixty (60) days' advance written notice by certified mail to both the Franchise Manager and City Attorney. The Company shall, in the event of any such cancellation, obtain and file with the Franchise Manager and City Attorney written evidence of the issuance of a replacement letter of credit that conforms to the requirements of this section prior to the expiration of any such letter of credit.

(3) Failure to carry or keep such insurance and letter of credit in force throughout the period set forth in this section shall constitute a default of this Use Agreement. The City, through its Franchise Manager, reserves the right to stop any work related to the network until proper evidence of insurance and the letter of credit is furnished.

(e) *Commencement of Work.* The Company shall not commence any work in the rights-of-way, including the work of constructing its network, until the insurance and letter of credit requirements of this section have been complied with.

Sec. 14. Term. The term of this Agreement shall commence upon the effective date and shall continue for up to ten (10) years thereafter (the "Term"), unless renewed, revoked, or terminated sooner as herein provided.

Sec. 15. Application fee. Unless otherwise prohibited by applicable law, in addition to all other fees, permits or charges required by the City, the Company shall pay to the City within forty-five (45) days after the effective date, one thousand dollars ($1,000.00) as a non-refundable fee in order to defray in whole or part the City's costs in the review and processing of the Company's request and the negotiations and preparations of the Agreement. In addition, the City reserves the right to charge an additional fee should the City's actual costs exceed the costs of the fee. The Company may offset its use fee payable to the City by any such additional fee.

Sec. 16. Payment to City.

(a) *Use fee.* As compensation for the rights and privileges granted by this Agreement, the Company shall pay to the City a use fee equal to the greater of Two Thousand Dollars ($2,000) per quarter or five percent (5%) of its gross revenue, which fee shall be paid quarterly in accordance with subsection (c) of this section.

(b) *Itemization Permitted.* The Company may, subject to, and in a manner consistent with, applicable law, itemize on the subscriber's bill that portion of the bill attributable to the fees imposed pursuant to this section. The Company shall not bill subscribers in the City for franchise or other similar rights-of-way use fees imposed by other franchising authorities.

(c) *Quarterly computation; report.*

(1) Unless otherwise provided for in this Agreement, the use fee payments due to the City shall be computed and paid on a calendar quarterly basis, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the preceding sentence. Each payment shall be accompanied by a brief report by the Company, signed by an official of the Company who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may reasonably be required by the City. At the request of the City, payments will be made electronically if technically feasible and at no cost to the Company.

(2) The City may require the Company to submit a statement, certified as true by an independent auditor or chief financial officer of the Company, setting forth its gross revenue by category, and describing what revenue categories were included and excluded in calculating the use fee, and any adjustments made to gross revenue. The request shall be made by the City no later than once per calendar year , and the Company shall have forth-five (45) days to respond.

(d) *Inspection and audit; verification.*

(1) *Inspection and audit.* Subject to subsection (d)(2) of this section, the City shall have the right to inspect and audit, no more than one time per calendar year, upon reasonable written notice, at the Company's offices where such records are located, all business records relevant to calculating the use fee in the form and manner as solely prescribed by the City to verify compliance with the use fee or other payment requirements of this Agreement.

(2) Should the Company's business records be located in another city or state, the Company shall, upon the request of the City, make such records or information available to the City at a convenient location in the City within a time agreed to by the City. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and non-appealable determination of an underpayment of five percent (5%) or more of the amount that was due and payable to the City, in which case, in addition to making full payment of the relevant obligation, the Company will promptly pay to the City the actual costs and expenses incurred by the City associated with the audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, the Company's obligations to pay such costs and expenses shall be capped at $15,000.00 for any one audit. The City may not retain any person or entity to perform the audit whose compensation for performing the audit is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

(3) Any additional amount due to the City as a result of the audit, including any applicable interest, shall be paid by the Company within thirty (30) days after the Company receives a written notice from the City accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct.

(e) *Final payment.* Notwithstanding the foregoing, in the event the Company quits its operations or network within the City, whether by transfer or otherwise, it shall make a final payment of

any amounts owed to the City within ninety (90) calendar days thereof, and shall provide a report for the calendar year through the date of cessation of the operations or network, which report shall contain the information and certification required hereinabove.

(f) *Evasion of use fee prohibited.* Any transactions or actions which have the effect of circumventing payment of the use fee are prohibited.

(g) *No waiver of City rights.* No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the City in compliance with this Agreement.

(h) *Application of interest.* In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate comparable to the then-current rate used by City for late payment of delinquent taxes.

(i) *City office for payment.* Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City of Huntsville and mailed or delivered to:

City of Huntsville, Alabama
Finance Department
Revenue Division
305 Fountain Circle
Huntsville, AL 35801

Such remittances shall clearly identify or reference this Agreement.

Sec. 17. Sale or transfer of use agreement.

(a) *Restrictions on sale or transfer.*

(1) The Company shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either directly or indirectly, either voluntarily or by force or involuntary sale, or ordinary sale, consolidation, transfer of control of the Company or any of its affiliates through merger or equity sale, or otherwise (except for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a pro forma transfer to a corporation, partnership, or other entity controlling, controlled by, or under common control with the Company, including its parent corporation) this Agreement or its network within the City or any of the rights or privileges granted by this Agreement without providing the City with prior written notice: (1) identifying the person (hereinafter referred to in this section as "successor in interest") that will acquire control of the Company, or that will acquire the Agreement or the rights, interest, or obligations of the Company in the network; (2) a summary of the proposed transaction; and (3) a statement from a person with authority to bind the successor in interest certifying under penalty of perjury that the successor in interest agrees to and accepts, and is able to meet the terms and conditions of this Agreement.

(2) Within forty-five (45) days after the closing of the transaction (including any inter-affiliate transfer exempted from the prior notice requirement of subparagraph (a)(1) above), or such additional time as the Contract Manager may allow, the Company's successor in interest shall submit to the City: (i) a written certification, executed by an authorized senior officer or executive of the Company's successor in interest, certifying under penalty of perjury that (A) the successor in interest accepts and agrees to be bound by, and to assume all liabilities and obligations of its predecessor under, this Agreement, and (B) all required licenses, consents, certificates of public convenience and necessity, or other governmental authorizations issued by the Federal Communications Commission, the Alabama Public Service Commission or any other agency with jurisdiction over the successor in interest's acquisition of an interest in the Company's network or services have been obtained; (ii) proof of insurance and the posting of any required security in accordance with Section 13 of this Agreement; (iii) the names and addresses of those persons to whom notice should be sent in accordance with Section 23 of this Agreement; (iv) the name and contact information of the technical point of contact in accordance with Chapter 23, Article VII, Division 2, Section 23-363 of the City Code; and (v) such other information as may be required by the Franchise Manager in the administration of this Agreement. In the event the Company has outstanding compensation, other payments or other liabilities due to the City under this Agreement that have not been paid or satisfied prior to close of the transaction, both the Company and its successor in interest shall be jointly and severally liable to the City for same.

(b) *Prior notice not required.* In the normal course of its business the Company may enter into agreements with customers, including resellers, that authorize the customers to use capacity, or lease portions of the network or fiber which is located within the Company's network. The customer(s)'s rights to use such capacity or fiber will not constitute an assignment, license, lease, or other transfer under subsection (a) above, provided that the Company does not in any way surrender control over its network and remains responsible for its obligations under this Agreement. Nothing in this provision waives the City's right to require the Company's customers to obtain any required franchise, license, use agreement, permits, or other applicable authorizations.

Sec. 18. Representations, warranties, and covenants; validity of Agreement. The Company shall, by its execution and acceptance of this Agreement, warrant and covenant that it has read and understood this Agreement and that it has all requisite authority to obtain and accept the Agreement and perform the obligations hereunder, and that by making such execution and acceptance, expressly agrees that its covenants and warranties are a material condition of the Agreement. The Company shall also, by its execution and acceptance of this Agreement, attest to the validity of its terms and conditions in their entirety, and its willingness to voluntarily and without coercion, undue influence, or duress enter into this Agreement.

Sec. 19. Foreclosure. Upon the foreclosure or other judicial sale of the Company's network, the Company shall notify the City of such fact and such notification shall be treated as a notification that a change in control of the Company has taken place, and the provisions of this Agreement governing the transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

Sec. 20. Receivership.

(a) *Cancellation.* The City may cancel this Agreement, subject to any applicable law including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred twenty (120) days after its election or appointment, the receiver or trustee has fully complied with all the provisions of this Agreement and remedied all defaults hereunder; and

(2) Such receiver or trustee, within said one hundred twenty (120) days, has executed an agreement, duly approved by a court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Agreement.

(b) *Bankruptcy filing effect.* Consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of the Agreement, provided, however, and subject to valid applicable federal law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Agreement and its police powers.

Sec. 21. Compliance with federal, state and city laws; severability.

(a) *Compliance with applicable law.* In addition to the requirements of this Agreement, the Company shall adhere to all generally applicable law. The Company shall obtain and maintain any necessary and lawful permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including the City, the Federal Communications Commission, or the Alabama Public Service Commission.

(b) *Consultation.* The Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable, and binding upon either the City or the Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within sixty days of receipt of notice of such finding from the other Party, provides written notice to that Party of its election to terminate, in which case this Agreement shall terminate within six (6) months of such notice or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification of this Agreement, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

Sec. 22. Waiver. The Company shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this

Agreement, or a waiver of any legal or equitable rights or remedies the City may have in this Agreement, or applicable law.

Sec. 23. Notices. All notices or demands provided for under this Agreement shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows:

If to the City, to:	Franchise Manager c/o Director of ITS Department of the City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
With a copy to:	City Attorney City of Huntsville Huntsville City Hall 5th Floor 305 Fountain Circle Huntsville, AL 35801
If to the Company, to:	Uniti Fiber GulfCo LLC ATTN: Kelly McGriff, V.P. and Deputy General Counsel 107 St. Francis Street Suite 1800 Mobile, Alabama 36602

At no time will the City be required to send notice to more than two persons/addresses. It shall be the duty of the Company to promptly update in writing any changes in its contact information provided above, and failure to do so shall not render ineffective the notice or demand sent by the City and shall constitute a material violation of the Agreement.

Sec. 24. Rights and remedies cumulative; interpretation; jurisdiction; venue.

(a) *Rights and remedies cumulative.* The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other breach or violation.

(b) *Interpretation; jurisdiction; venue.* This Agreement shall be construed, controlled, enforced, governed, and interpreted in accordance with its plain meaning in accordance with the internal

laws of the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama, and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

Sec. 25. Taxes.

(a) *Fees not a tax.* The Parties agree that the use fee and other payments to be made by the Company to the City pursuant to this Agreement are not a tax and are not in the nature of a tax and are in addition to any and all lawful taxes or other fees or charges (including any fees or charges which may be imposed on the Company for the use of poles, conduits, or similar facilities that may be owned or controlled by the City) which the Company or any affiliated person shall be required to pay to the City or to any other governmental authority, and nothing herein shall be construed to relieve the Company from any obligation under applicable law for the payment of all ad valorem, property, use, and other taxes applicable to its communications services or network.

(b) To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of City property as a result of the Company's use or occupation of the rights-of-way for its network or of City-owned facilities located in the rights-of-way, the Company shall be responsible for payment of such taxes.

Sec. 26. Force Majeure. Neither the City nor the Company shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by revolutions, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God, or by any other cause not within the control of the Party whose performance is interfered with which by the exercise of reasonable diligence such Party is unable to prevent, whether of the class of causes enumerated above or not.

Sec. 27. Captions. The section and subsection captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

Sec. 28. Calculation of time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday observed by the City, that day shall be omitted from the computation.

Sec. 29. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, or representations of or between the City and the Company regarding the subject matter hereof.

Sec. 30. No third-party rights. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement.

Sec. 31. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile, and any signature transmitted by facsimile will be given the same force and effect as an original signature.

Sec. 32. Amendment. This Agreement, together with any exhibits, may be amended or modified only by a written instrument executed by both Parties.

Sec. 33. Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with the Company.

Sec. 34. Binding effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

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

[Signatures on following pages]

Uniti Fiber GulfCo LLC, a Delaware limited liability company

By: _____ [SEAL] Date: _____
Name: Kelly A. McGriff
Title: Vice President and Deputy General Counsel

STATE OF _____ §
§
COUNTY OF _____ §

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Kelly A. McGriff, whose name as Vice President and Deputy General Counsel of Uniti Fiber GulfCo LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and Deputy General Counsel and with full authority, executed the same voluntarily for and as the act of said limited liability company, as of the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2025.

_____
NOTARY PUBLIC

[Signatures continued]

City of Huntsville, Alabama,
a municipal corporation

By: _____ [SEAL] Date: _____
Tommy Battle, Mayor
City of Huntsville, Alabama

Attest:

_____ Date: _____
Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing instrument, and Shaundrika Edwards, whose name as City Clerk of the City of Huntsville is signed to the foregoing instrument, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

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

_____
NOTARY PUBLIC

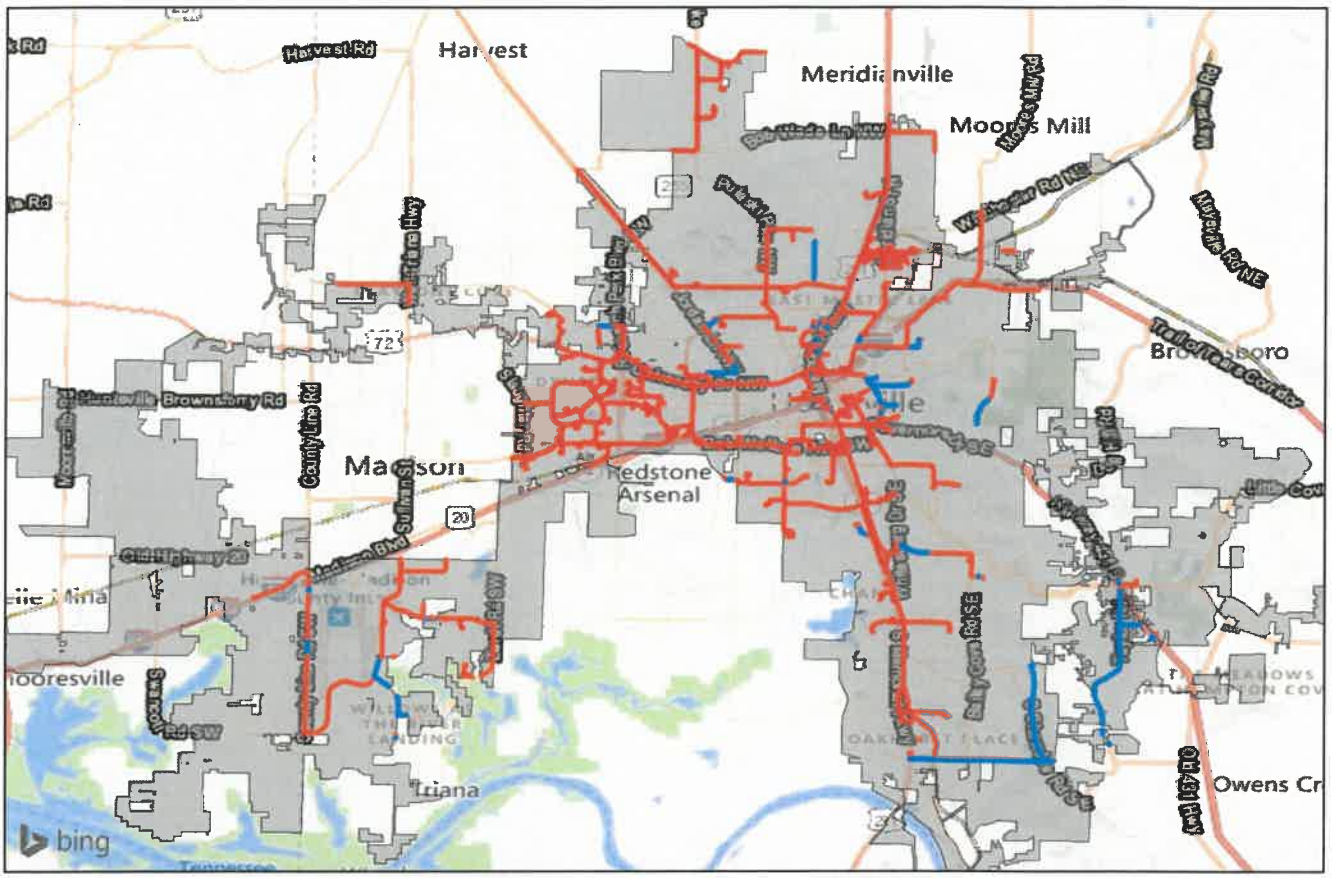
EXHIBIT A
FIBER FACILITIES

Uniti's fiber-optic network in Huntsville, Alabama, is engineered for high performance and scalability, leveraging a combination of underground and aerial fiber-optic cables—bundles of glass strands encased in protective sheathing—strategically deployed within the city's rights-of-way. The network features fiber cables ranging from 48-count strands in rural areas to four 288-count strands in urban environments, ensuring robust capacity to meet diverse connectivity needs.

Primarily installed underground, the cables are housed in high-density polyethylene (HDPE) conduits, including 1.25" HDPE (OD 1.66") and 3" HDPE (OD 3.5"), with a minimum rating of SDR 11 for durability. Additionally, the network incorporates a 4-way future path microduct system (OD 1.86"), with one microduct initially containing a 144-count fiber optic cable. The three remaining microducts can each support up to a 288-count microfiber, enabling future expansion to a total of 2,736 fibers without additional construction or permitting.

For accessibility and maintenance, the network includes strategically placed handholes and access vaults, with dimensions of 24"x36"x36" (single lid) and 36"x48"x36" (double lid), engineered to exceed Huntsville's stringent roadway and pedestrian safety standards for load-bearing capacity. This modern, low-profile configuration of sheathed fiber, protective conduit, and robust access structures ensures seamless, long-term reliability, supporting high-bandwidth applications and hyperscaler operations while positioning Huntsville as a cornerstone of connected innovation.

EXHIBIT B
MAP OF ROUTE
(Existing Fiber Owned and Utilized by Uniti Fiber GulfCo LLC)



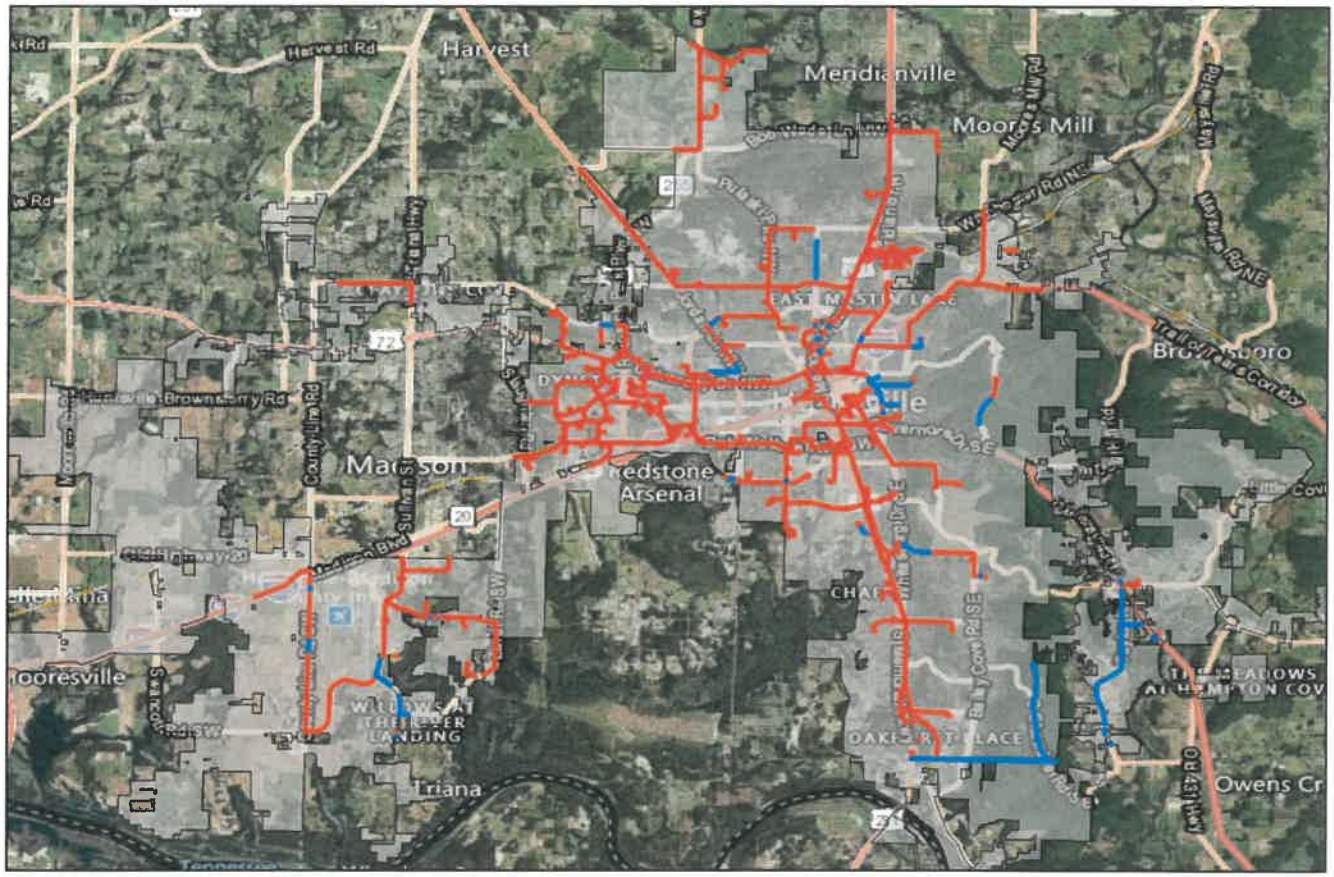
Huntsville, AL City Limits
Uniti Owned Aerial Network
Uniti Owned Underground Network

Created by Uniti Fiber GIS
Date... September 2025
Datum... WGS 84

N

Uniti Fiber

EXHIBIT B
MAP OF ROUTE CONT'D
(Existing Fiber Owned and Utilized by Uniti Fiber GulfCo LLC)



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** 2025-907

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare certain property as surplus and to authorize the Mayor to enter into an exchange agreement between UMH MidCity, LLC, and the City of Huntsville for conveyance of the same.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Orion Amphitheater property
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

The exchange of this property would be for construction of the Orion Parking Deck to serve the Orion Amphitheater.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/25/2025 **File ID:** TMP-6062

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare certain property as surplus and to authorize the Mayor to enter into an exchange agreement between UMH MidCity, LLC, and the City of Huntsville for conveyance of the same.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Orion Amphitheater property
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

The exchange of this property would be for construction of the Orion Parking Deck to serve the Orion Amphitheater.

ORDINANCE NO. 25- _____

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

WHEREAS, the City of Huntsville, an Alabama municipal corporation (the "City"), is the owner of certain vacant parcel of real property situated in Huntsville, Madison County, Alabama, containing 1.09 acres, more or less, and as more particularly described in **Exhibit "1"** attached hereto (the "Subject Property"); and

WHEREAS, UMH MIDCITY, LLC, an Alabama limited liability company, has proposed to convey to the City a parcel of real property situated in Huntsville, Madison County, Alabama, containing 1.09 acres, more or less, and as more particularly described in **Exhibit "2"** attached hereto (the "UMH Property"), which the City desires to acquire for the construction, establishment, and maintenance of a new public parking garage, related improvements, and other public infrastructure necessary to provide additional public parking to Orion Amphitheater, in exchange for the Subject Property; and

WHEREAS, UMH MIDCITY, LLC has requested that the City declare the Subject Property as surplus and offer the same for conveyance to UMH MIDCITY, LLC in exchange for the UMH Property; and

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

WHEREAS, in the opinion of the Mayor and the City Council of City of Huntsville, that Subject Property and UMH Property are of equivalent monetary value, and that the City's receipt of the UMH Property in exchange for its conveyance of the Subject Property to UMH MIDCITY, LLC is fair and reasonable compensation for the Subject Property; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Property Exchange Agreement between the City of Huntsville and UMH MIDCITY, LLC, attached hereto as **Exhibit "3"** (the "Agreement"), pursuant to the terms and conditions contained therein, the Subject Property will be transferred by the City to the UMH MIDCITY, LLC, in exchange for UMH MIDCITY, LLC's transfer of the UMH Property to the City, and subject to those conditions contained therein and as prescribed by and in accordance with § 11-47-20 *et seq* of the *Alabama Code* (1975); and

WHEREAS, in the opinion of the Mayor and the City Council of the City of Huntsville, Alabama, the UMH Property is fair and reasonable compensation for the Subject Property, and that conveyance of the Subject Property to UMH MIDCITY, LLC in exchange for the UMH Property for the construction, establishment, use, operation, and maintenance by the City for a new public right-of-way, utilities, and related public infrastructure, benefits the citizens of Huntsville; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer, sale, or exchange of said Subject Property as surplus property, and to authorize the Mayor to execute a statutory warranty deed to UMH MIDCITY, LLC, as the grantee for said surplus property.

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

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

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement and to execute and deliver all closing documents required or reasonably necessary to close said exchange for and on behalf of the City, including but not limited to an exchange statement and statutory warranty deed; and

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

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

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Alabama Code* (1975).

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

EXHIBIT "1"
(Legal Description of Subject Property)

MIIDCITY Subdivision Phase 20, Lot 2 City of Huntsville

A tract a of land lying and being in Section 31, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of Lot 2 of MidCity Subdivision Phase 20 conveyed to the City of Huntsville in Plat Book 2023, Page 342, as recorded in the Office of the Judge of Probate of Madison County, Alabama, and being more particular described as follows:

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of MidCity Subdivision Phase 20 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, 342; thence along the east boundary of said Lot 2 North 1 Degrees 55 Minutes 53 Seconds East a distance of 196.70 feet to a #5 rebar with a cap Stamped "GARVER LLC CA-445-LS" (typical) set, said point marking the Point of Beginning of the herein described tract having established grid coordinates of N:1541550.55, E:405987.11 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said east boundary South 89 Degrees 52 Minutes 20 Seconds West a distance of 331.03 feet to a #5 rebar set marking the west boundary of said Lot 2; thence along said west boundary North 1 Degrees 15 Minutes 51 Seconds West a distance of 143.61 feet to a #5 rebar set marking the northwest corner of said Lot 2; thence leaving said west boundary and along the north boundary of said Lot 2 South 89 Degrees 19 Minutes 47 Seconds East a distance of 338.90 feet to a #5 rebar set marking the northeast corner of said Lot 2; thence leaving said north boundary and along the east boundary of said Lot 2 South 1 Degrees 55 Minutes 53 Seconds West a distance of 138.95 feet to the POINT OF BEGINNING.

The above-described tract contains 1.09 acres (47304 sq. ft.) more or less.

EXHIBIT "2"
(Legal Description of the UMH Property)

MIIDCITY Subdivision Phase 9, Lot 2 UMH MIDCITY LLC

A tract a of land lying and being in Section 31, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of Lot 1 of MidCity Subdivision Phase 9 conveyed to the UMH MidCity, LLC in Deed Book 2025, Page 7759, as recorded in the Office of the Judge of Probate of Madison County, Alabama, and being more particular described as follows:

Beginning at a #5 rebar found marking the southeast corner of Lot 2 of MidCity Subdivision Phase 20 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, 342 having established grid coordinates of N:1541353.96, E:405980.48 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said Lot 2 North 1 Degrees 55 Minutes 53 Seconds East a distance of 196.70 feet to #5 rebar with a cap Stamped "GARVER LLC CA-445-LS" (typical) set; Thence leaving said east boundary North 89 Degrees 52 Minutes 20 Seconds East a distance of 240.95 feet to a #5 rebar set; thence South 1 Degrees 55 Minutes 53 Seconds East a distance of 196.20 feet to a #5 rebar set marking the south boundary of Lot 1 of MidCity Phase 9 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2019, Page 32453 and the north right-of-way of Research Drive; thence along the south boundary of said Lot 1 and said right-of-way South 89 Degrees 45 Minutes 15 Seconds West a distance of 240.97 feet to the POINT OF BEGINNING.

The above-described tract contains 1.09 acres (47304 sq. ft.) more or less.

EXHIBIT "3"
(Property Exchange Agreement)

[Attach copy of Property Exchange Agreement between City of Huntsville and UMH MIDCITY, LLC]

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 2025 (the "Effective Date"), by and between **UMH MIDCITY, LLC**, a Delaware limited liability company ("UMH") and the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City").

W I T N E S S E T H:

WHEREAS, UMH is the owner of that certain parcel of land with a Property Number 14-09-31-0-000-052.000 and known as Lot 1, MidCity Subdivision Phase 9 consisting of approximately 4.43 acres (the "UMH Property"), which UMH Property is located in a mixed-use project known as "MidCity District" in Huntsville, Alabama (the "Project"); and

WHEREAS, the City owns that certain parcel of land with a Property Number 14-09-31-0-000-051.001 and known as Lot 2, MidCity Subdivision Phase 20, consisting of approximately 2.56 acres, and which is located adjacent the UMH Property (the "City Property");

WHEREAS, the City desires to construct the Orion Parking Deck (the "Parking Deck") in order to serve the Orion Amphitheater, but in order to construct the Parking Deck to a size and configuration desired by the City, the City will need to construct part of the Parking Deck on a portion of the UMH Property consisting of approximately 1.09 acres, or 47,304 square feet, and outlined in **red** on Exhibit A attached hereto and by this reference made a part hereof and more particularly legally described in Exhibit B attached hereto and by this reference made a part hereof (the "UMH Exchange Property"); and

WHEREAS, to facilitate the City's construction of the Parking Deck, UMH is willing to transfer the UMH Exchange Property to the City in exchange for the City transferring a portion of the City Property containing approximately 1.09 acres, or 47,304 square feet, and outlined in **blue** on Exhibit A and more particularly legally described in Exhibit C attached hereto and by this reference made a part hereof (the "City Exchange Property") pursuant to the Exchange (as defined hereinbelow) pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the options granted herein, the mutual covenants and agreements contained herein, the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, UMH and the City hereby covenant and agree as follows:

1. Exchange of the City Exchange Property and the UMH Exchange Property. UMH shall sell, transfer, convey and exchange with the City, in the manner and upon the terms and conditions set forth in this Agreement, the UMH Exchange Property, together with all of UMH's right, title and interest in and to all easements and appurtenances to the UMH Exchange Property. Simultaneously with the transfer by UMH, the City shall sell, transfer, convey and exchange with UMH, in the manner and upon the terms and conditions set forth in this Agreement, the City Exchange Property, together with all of the City's right, title and interest in and to all easements

and appurtenances to the City Exchange Property. Such exchange transaction shall be effected in accordance with the terms of this Agreement and is referred to herein as the "Exchange."

2. Consideration. For purposes of this Agreement, the parties agree that the value of the UMH Exchange Property is equal to the value of the City Exchange Property. Accordingly, except as otherwise set forth herein, there shall be no additional consideration paid by UMH to the City nor any additional consideration paid by the City to UMH for the Exchange.

3. Surveys.

(a) City Exchange Property. UMH may, at its option and expense, obtain an ALTA/NSPS Land Title Survey of the City Exchange Property (the "City Survey") prepared by a surveyor duly licensed to perform such services in the State of Alabama.

(b) UMH Exchange Property. The City may, at its option and expense, obtain an ALTA/NSPS Land Title Survey of the UMH Exchange Property (the "UMH Survey") prepared by a surveyor duly licensed to perform such services in the State of Alabama.

(c) Timing of Surveys. The City Survey and the UMH Survey shall be procured, if at all, within thirty (30) days following the Effective Date of this Agreement.

4. Title Examinations.

(a) The City may, at its option, obtain a title commitment for the UMH Exchange Property (which title commitment shall be issued by Lanier Ford Shaver & Payne, PC with an address of 2101 W. Clinton Ave., Ste. 102, Huntsville, Alabama 35805 as title agent for Fidelity National Title Group [the "Title Agent"]) and the UMH Survey and to deliver written notice to UMH of any defects, liens or objections affecting the marketability of title to the UMH Exchange Property (collectively, the "City Title Objections"). Upon receipt of the City Title Objections, UMH shall have a period of ten (10) business days within which to provide written notice to the City of UMH's willingness or unwillingness to cure any of the City Title Objections (the "UMH Response"). If UMH does not deliver the UMH Response within such 10-business day period, UMH shall be deemed to have elected not to cure any of the City Title Objections. If UMH does not agree (or is deemed to have not agreed) to cure all of the City Title Objections on or before Closing (as defined in Section 5 below), then, by delivery of written notice to UMH within five (5) business days following the expiration of the aforementioned 10-business day period, the City shall elect, as its sole and exclusive remedy hereunder, to either (i) waive the City Title Objections that UMH does not agree (or is deemed to have not agreed) to cure and consummate the Exchange, in which event the City shall take title to the UMH Exchange Property subject to all of such uncured City Title Objections; or (ii) terminate this Agreement. Upon such a termination by the City, neither party shall, thereafter, have any rights, duties, or obligations hereunder except as specifically provided in this Agreement to survive the termination hereof. From time to time, the City may update the effective date of its title examination and give written notice to UMH of its objection to any matters of record appearing of record subsequent to the effective date of the previous examination, in which event, if UMH elects not to cure any such additional objection (or is deemed to have not agreed to cure the same by failing to respond within five (5) business days),

then the City shall once again have the right to elect either of the options set forth in subclauses (i) or (ii) above.

(b) UMH may, at its option, obtain a title commitment for the City Exchange Property (to be issued by the Title Agent) and the City Survey and to deliver written notice to the City of any defects, liens or objections affecting the marketability of title to the City Exchange Property (collectively, the "UMH Title Objections"). Upon receipt of the UMH Title Objections, the City shall have a period of ten (10) business days within which to provide written notice to UMH of the City's willingness or unwillingness to cure any of the UMH Title Objections (the "City Response"). If the City does not deliver the City Response within such 10-business day period, the City shall be deemed to have elected not to cure any of the UMH Title Objections. If the City does not agree (or is deemed to have not agreed) to cure all of the UMH Title Objections on or before Closing, then, by delivery of written notice to the City within five (5) business days following the expiration of the aforementioned 10-business day period, UMH shall elect, as its sole and exclusive remedy hereunder, to either (i) waive the UMH Title Objections that the City does not agree (or is deemed to have not agreed) to cure and consummate the Exchange, in which event UMH shall take title to the City Exchange Property subject to all of such uncured UMH Title Objections; or (ii) terminate this Agreement by written notice to the City. Upon such a termination by UMH, neither party shall, thereafter, have any rights, duties, or obligations hereunder except as specifically provided in this Agreement to survive the termination hereof. From time to time, UMH may update the effective date of its title examination and give written notice to the City of its objection to any matters of record appearing of record subsequent to the effective date of the previous examination, in which event, if the City elects not to cure any such additional objection (or is deemed to have not agreed to cure the same by failing to respond within five (5) business days), UMH shall once again have the right to elect either of the options set forth in subclauses (i) or (ii) above.

(c) Notwithstanding anything to the contrary contained herein, (i) each party agrees to convey its respective property to the other party free and clear of any and all mortgages, security deeds or other financing instruments (provided, however, the issuance of a payoff statement from any secured party in form and substance reasonably acceptable to the Title Agent and the payment of any required payoff at Closing shall be sufficient to satisfy this requirement), (ii) each party agrees to provide authority documents reasonably acceptable to the Title Agent as required for the Title Agent to satisfy all authority requirements set forth in the applicable title commitment, and (iii) each party, in connection with its conveyance of its property to the other party, agrees to provide to the acquiring party an owner's affidavit in form and substance reasonably acceptable to the Title Agent and the conveying party in order to allow the Title Agent to delete the so-called "standard" Schedule B-2 title exceptions (except for the survey exception, which shall be the obligation of the acquiring party by obtaining a survey as required by the Title Agent).

(d) The title commitments for the UMH Exchange Property and the City Exchange Property shall be procured, if at all, within thirty (30) days following the Effective Date of this Agreement.

5. Closing and Closing Date. The consummation of the Exchange (the "Closing") shall occur on or within thirty (30) days following the satisfaction of the Closing Conditions (defined in Section 6 below), or at such other time/day as may reasonably be agreed upon by both parties; provided, however, that in no event shall the Closing Date (as defined below) occur later than December 31, 2025. The date that the Closing actually occurs is sometimes referred to herein as the "Closing Date". The Closing shall occur at the office of Title Agent located at 2101 W. Clinton Ave., Ste. 102, Huntsville, Alabama 35805. The parties may deliver any documents and/or closing funds as required herein on or before the Closing Date such that neither party will be required to be physically present at Closing.

6. Closing Conditions. Each party's obligation to close shall be contingent upon all of the following conditions being satisfied on or before the Closing Date (collectively, the "Closing Conditions"):

(a) Approval of this Agreement by the City Council of the City of Huntsville, Alabama ("City Council");

(b) Declaration of the City Exchange Property as "Surplus" by City Council;

(c) Approval and Recordation of the Plats (as defined in Section 10) in the Probate Records of Madison County, Alabama; and

(d) Recording of an amendment or supplemental declaration to that Amended and Restated Master Declaration of Easements, Covenants and Restrictions for MidCity Huntsville (the "Master Declaration") removing and/or releasing the UMH Exchange Property from the Master Declaration to be recorded in the Probate Records of Madison County, Alabama.

If any of the foregoing conditions are not satisfied on or before December 1, 2025, then either party may, at its option, either (i) terminate this Agreement by giving prior written notice to the other party or (ii) waive such conditions and proceeding to Closing; provided (a) no waiver of such conditions shall be deemed to have been made unless expressly set forth in a writing signed by the parties, and (b) nothing contained herein shall be deemed to limit the remedies available to a party as a result of the other party's uncured default hereunder. If a party elects to terminate this Agreement, then this Agreement shall be deemed null and void and of no further force and effect and neither party shall have any further obligations hereunder, except for such obligations that expressly survive the termination of this Agreement.

7. Closing Deliveries. At the Closing, the City, with respect to the City Exchange Property, and UMH, with respect to the UMH Exchange Property, shall execute and deliver the following documents to the Title Agent (collectively, the "Closing Documents"):

(a) Deed. A statutory warranty deed conveying fee simple title to the applicable property, which deed shall include reference to the following permitted exceptions only: (i) ad valorem taxes for the year of Closing and subsequent years, not yet due and payable, (ii) all matters recorded in the real property records of Madison County, Alabama as of the date of the deed

(subject to the terms of Section 4 above), and (iii) all matters shown on the UMH Survey and the City Survey, as applicable (and if no such survey is obtained, all matters that would be shown on a current and accurate survey of the applicable property);

(b) Owner's Affidavit. An owner's affidavit averring that with respect to the UMH Exchange Property or the City Exchange Property, as applicable, there are no rights or claims of parties in possession thereof (other than the City with respect to the City Exchange Property and other than UMH with respect to the UMH Exchange Property), and that there are no liens, or rights to a lien, for services, labors or materials furnished and/or any other liens imposed by law, and such other matters as may be reasonably requested by the Title Agent, which owner's affidavit shall be in form and substance reasonably acceptable to the averring party and the Title Agent;

(c) FIRPTA. Such affidavits or certificates as shall be required to establish that the transaction contemplated in this Agreement is not subject to the provisions of the Foreign Investment Real Property Tax Act of 1986, as amended, and any and all regulations promulgated pursuant thereto, and the withholding requirements of Section 1445(a) of the Internal Revenue Code, as amended;

(d) Form 1099-B. Such certificates and information as may be reasonably requested to provide information as required by the Internal Revenue Code, as amended, to allow the person responsible for the Closing of the Exchange to prepare and file form 1099-B;

(e) Authority. Such documents as shall be reasonably requested by either party or the Title Agent to evidence the authority of the other party to execute and deliver the limited warranty deed and the other documents delivered in connection with the Exchange;

(f) Exchange Statement. An exchange closing statement; and

(g) Other Documents. Such other documents as may reasonably be deemed necessary by either party, their counsel, or the Title Agent to consummate the Exchange contemplated in this Agreement.

8. Expenses and Prorations. At Closing, the party executing and delivering a statutory warranty deed shall pay the transfer tax due and payable in connection with the delivery and recording of such statutory warranty deed. The party receiving a statutory warranty deed shall pay all recording costs with respect to such statutory warranty deed and all premiums for title insurance requested by such party. Each party shall pay the fees and expenses of its own attorneys and all due diligence costs incurred by such party. Real estate taxes and assessments for the properties shall be prorated at Closing to the extent that the properties are not exempt from such taxes and assessments for the year in which Closing occurs.

9. City Work. Intentionally deleted.

10. Plats. The parties shall diligently pursue and shall work in good faith with one another to have the City Exchange Property subdivided from the City Property in accordance with

the City of Huntsville's subdivision regulations (the "City Plat") (the City Property less and except the City Exchange Property is sometimes referred to herein as the "Remaining City Property") and to have the UMH Exchange Property subdivided from UMH Property (the "UMH Plat") (the UMH Property less and except the UMH Exchange Property is sometimes referred to herein as the "Remaining UMH Property") and platted in accordance with the City's subdivision regulations (collectively, the "Plats"). Furthermore, the parties shall cooperate with one another as and to the extent necessary to cause such subdivisions to occur and such Plats to be recorded on or before the Closing. The legal description of the City Exchange Property to be set forth in the statutory warranty deed to be executed by the City shall be the legal description of the City Exchange Property as set forth on the City Plat. The legal description of the UMH Exchange Property to be set forth in the statutory warranty deed to be executed by UMH shall be the legal description of the UMH Exchange Property as set forth on the UMH Plat.

11. Intentionally Omitted.

12. Warranties and Representations. The City, with respect to the City Exchange Property, and UMH, with respect to the UMH Exchange Property, (each the "Warranting Party") each hereby warrants and represents to the other party, as of the Effective Date (as used in this Section the term "Property" means the City Exchange Property with respect to the warranties of the City and the UMH Exchange Property with respect to the warranties of UMH) the following:

(a) That the Warranting Party has not received any written notice that the Property or any portion thereof is or will be subject to or affected by (a) any special assessments, whether or not presently a lien thereon, or (b) any condemnation or similar proceeding;

(b) That, to the actual knowledge of the Warranting Party, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency, or other governmental instrumentality, and that there is no proceeding pending for the reduction of the assessed valuation of the Property or any portion or portions thereof;

(c) That the Warranting Party has the full right and authority to enter into this Agreement and to perform all obligations of the Warranting Party in accordance with the terms and conditions of this Agreement;

(d) The execution, delivery and performance of this Agreement by the Warranting Party does not and will not result in any violation of, or be in conflict with or constitute a default under, any agreement, mortgage, deed to secure debt, indenture, license, security agreement, or any other instrument, or any judgment, decree, order, statue, rule or governmental regulation affecting the Warranting Party or the Property. Except for City Council approval as specified in Section 6 above, no consent, approval, or authorization of or registration, qualification, designation, declaration, or filing with any governmental authority is required in connection with the execution and delivery of and performance of this Agreement by the Warranting Party; and

(e) That the Warranting Party has received no written notice that the Property has been used or operated in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Materials (as hereinafter defined) or in violation of any Environmental Law (as hereinafter defined). For the purposes hereof, the term "Hazardous Materials" means, collectively, (i) any hazardous waste as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.) as amended from time to time, and any and all regulations promulgated thereunder; and (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "superfund" or "super lien" law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous or toxic waste, substance or material, and specifically identified and known as a hazardous, toxic or dangerous waste, substance or material as of the date hereof; and the term "Environmental Law" means, collectively, any of the laws, statutes, ordinances, codes, rules or regulations described above.

It shall be a condition of Closing that all of the foregoing representations and warranties are true and correct in all material respects as of the Closing Date, and the foregoing representations and warranties shall survive the Closing Date for a period of six (6) months.

13. Covenants Regarding Title. The City, with respect to the City Exchange Property, and UMH, with respect to the UMH Exchange Property, each agrees that, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, it will not (i) convey all or any interest in the City Exchange Property or the UMH Exchange Property, as applicable, to a third party, or (ii) grant or otherwise create or consent to the creation of any easement, restriction, lien, lease, assessment or encumbrance affecting the City Exchange Property or the UMH Exchange Property, as applicable, or any portion or portions thereof, prior to the Closing Date.

14. Default. If the Exchange is not consummated due to the default, failure or refusal to perform under this Agreement of either the City or UMH, the other party may elect as its sole remedy under this Agreement either (i) to declare this Agreement null and void in which event neither party will have any further obligation under this Agreement, except as specifically provided in this Agreement to survive the termination of this Agreement, or (ii) to seek and obtain specific performance of this Agreement. In the event that the non-defaulting party does not file a suit for specific performance within sixty (60) days after the alleged default, the non-defaulting party shall be deemed to have waived the right to seek specific performance and to have elected to declare this Agreement null and void.

15. Assignment. Neither the City nor UMH may assign this Agreement in whole or in part without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion; provided, however, UMH shall be permitted to assign this Agreement to an entity owned or controlled by UMH without the City's prior written consent.

16. Possession. The City shall deliver exclusive possession of the City Exchange Property, and UMH shall deliver full and exclusive possession of the UMH Exchange Property to the City on the Closing Date.

17. Condemnation. If any portion of the UMH Exchange Property or the City Exchange Property shall be taken or condemned by any governmental authority or other entity which taking results in the inability to use the UMH Exchange Property or the City Exchange Property, as applicable, for its current use (a "Material Taking") prior to the Closing Date, or if, prior to the Closing Date, the City or UMH receives written notice of a proposed Material Taking, then whichever of the City or UMH is the purchasing party of the property affected by the Material Taking or proposed Material Taking will have the right to terminate this Agreement by giving written notice thereof to the other party, and this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect whatsoever, except as specifically provided to the contrary in this Agreement. If this Agreement is not terminated, the remaining portion of the UMH Exchange Property or the City Exchange Property, as the case may be, after any taking or condemnation shall be conveyed to the other party in accordance with this Agreement and UMH, with respect to a taking affecting City Exchange Property, and the City, with respect to a taking affecting the UMH Exchange Property, will receive from the other party the amount of condemnation proceeds received or all rights thereto. Each of the City and UMH will have the right to participate in all negotiations with any governmental authority or entity relating to the compensation to be paid for any portion or portions of the UMH Exchange Property or the City Exchange Property condemned or to be condemned by such governmental authority or entity. Promptly upon receipt by the City or UMH of any notice of a taking or proposed taking with respect to the City Exchange Property or the UMH Exchange Property, respectively, the party receiving such notice shall provide a copy of such notice to the other party.

18. Brokers. The parties hereby represent and warrant each to the other that there are no brokers engaged in the connection with this Agreement. The City hereby indemnifies UMH and holds UMH harmless from and against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) UMH may ever suffer or incur because of any claim by any broker, agent or third party claiming by, through or under the City for any finder's fee, brokerage fee, commission or other similar compensation with respect to the negotiation and/or consummation of this Agreement and the Exchange. UMH hereby indemnifies the City and holds the City harmless from and against any liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) the City shall ever suffer or incur because of any claim by any broker, agent or third party claiming by, through or under UMH for any finder's fee, brokerage fee, commission or other similar compensation with respect to the negotiation and/or consummation of this Agreement and the Exchange.

19. Notices. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or nationally recognized overnight courier (e.g., UPS or FedEx), or (iii) electronic mail. Such notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if sent by

electronic transmission, on the date the transmission is sent. Notices shall be addressed to the party to which notice is to be given as set forth below:

If to UMH:

UMH MidCity, LLC
Attn: Mr. Max J. Grelier
925 Makers Way NW Unit A
Huntsville, AL 35806
Ph: 256-489-4157
Email: max@rcpcompanies.com

With a copy to:

Hartman Simons & Wood LLP
Attn: Jeremy D. Cohen
400 Interstate North Pkwy SE, Suite 600
Atlanta, Georgia 30339
Ph: 770-951-6788
Email: jeremy.cohen@hartmansimons.com

If to the City:

City of Huntsville
Department of Urban & Economic Development
Attn: Shane Davis
320 Fountain Circle
Huntsville, AL 35801
Ph: 256-427-5100
Email: shane.davis@huntsvilleal.gov

With a copy to:

City of Huntsville
Attn: Trey Riley, Esq.
308 Fountain Circle
Huntsville, AL 35801
Ph: 256-427-5026
Email: trey.riley@huntsvilleal.gov

If to Title Agent:

Lanier Ford Shaver & Payne, PC
Attn: Sam Givhan, Esq. And Katie Beasley, Esq.
2101 W. Clinton Ave., Ste. 102
Huntsville, Alabama 35805

Ph: (256) 535-1100
Email: SHG@LanierFord.com and KAB@LanierFord.com

A party may change its contact information for notices by giving written notice to the other party in accordance with this provision.

20. No Waiver. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of UMH and the City, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

22. Amendment. This Agreement shall be modified or amended only by a writing signed by UMH and the City.

23. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon UMH and the City and their respective heirs, personal representatives, successors and assigns.

24. Cooperation; Further Assurances. The parties agree to cooperate with one another and will work in good faith and will use commercially reasonable efforts in order to complete each of their respective obligations and to complete the transaction contemplated herein. Additionally, the parties, at the Title Agent's request, shall execute and deliver any additional documents reasonably required to carry out the terms of this Agreement or to correct any scrivener's errors or omissions contained herein or any document executed pursuant hereto or in connection with Closing.

25. Email and Electronic Signatures. This Agreement may be executed and the signatures transmitted to the other parties by email or other electronic transmission, such as PDF. Documents executed, scanned, and transmitted electronically shall be deemed original signatures for purposes of this Agreement with such scanned or electronic signatures having the same legal effect as original signatures. Notwithstanding the foregoing, the parties agree that they will transmit the original signature pages to the Title Agent promptly after execution. Furthermore, UMH understands and acknowledges that the City must receive UMH's original signature page before this Agreement will be placed on an agenda for consideration by City Council.

26. No Partnership. The parties acknowledge that neither party is acting as the agent of the other party in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions herein shall be deemed to create a partnership or joint venture between the parties, or cause them to be considered partners, joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person who is not a party or a permitted transferee or assigns pursuant to this Agreement;

and nothing in this Agreement shall limit or waive any rights any one of the parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement.

27. Time of Essence. Time is of the essence in this Agreement.

28. Governing Law. This Agreement and all modifications or amendments hereto shall be governed by and construed and enforced under the laws of the State of Alabama without regard to its conflict of law provisions.

29. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same Agreement. Any signature page from one counterpart may be appended to another counterpart to create a fully executed counterpart hereof.

30. Headings, Terms. The headings inserted at the beginning of each section of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each section.

31. Survival of Provisions. The provisions of this Agreement do not survive the termination of this Agreement or Closing and the delivery of the deeds hereunder, except as expressly set forth herein.

32. Effective Date. The Effective Date of this Agreement shall be the date it is executed by the City of Huntsville and dated in the preamble paragraph.

[Signatures appearing on the following pages]

[UMH Midcity, LLC Signature Page to Exchange Agreement]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date set forth below and to be effective as of the Effective Date.

UMH:

UMH MIDCITY, LLC, a Delaware limited liability company

By: _____
Maximillian J. Grelier, III, Manager

Witnessed:

By: Betty R Haynes
Name: Betty R Haynes

Date: September 19, 2025

[City Signature Page to Exchange Agreement.]

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

Date: _____, 2025

EXHIBIT A

Depiction of Properties

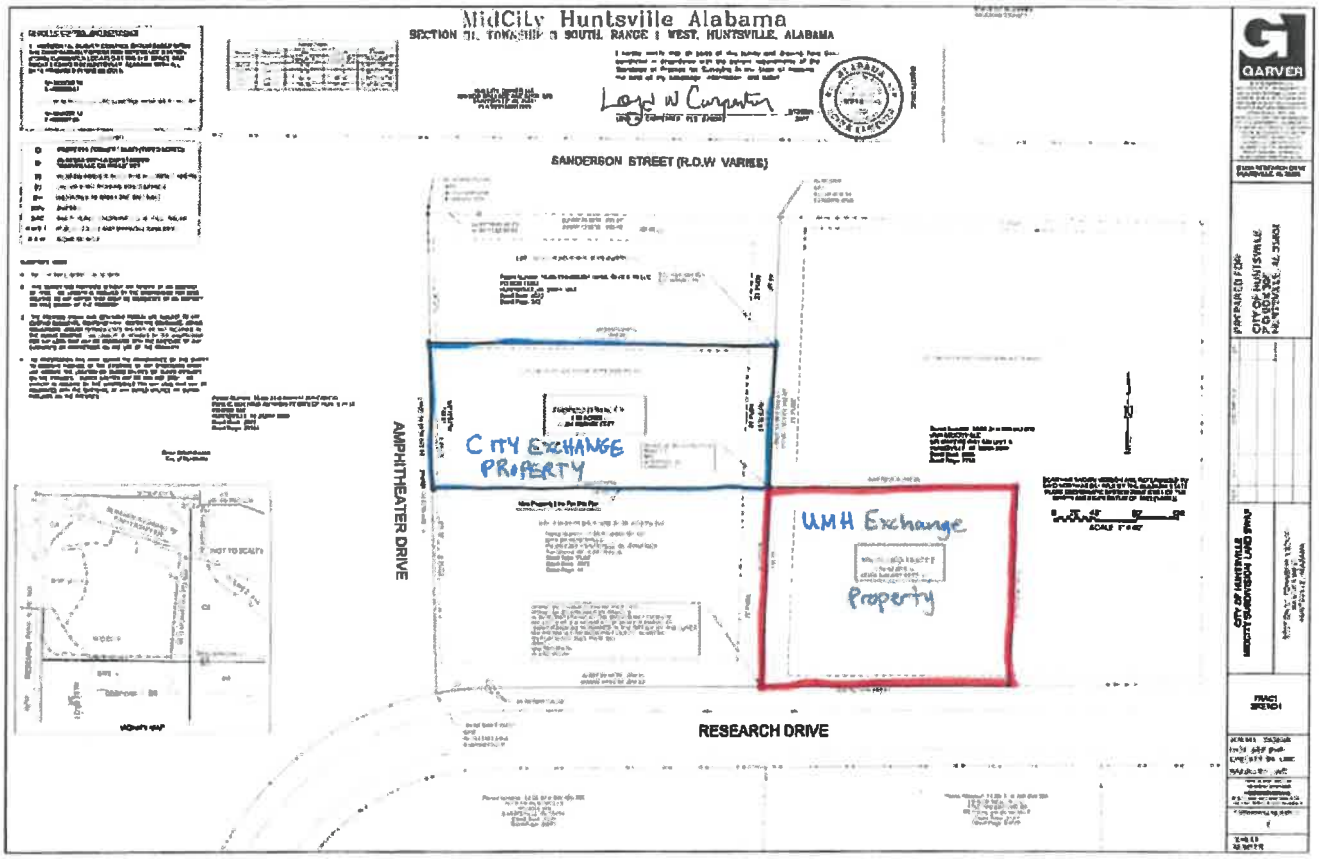


EXHIBIT B

Legal Description of UMH Exchange Property

5125A Research Drive NW
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544
www.GarverUSA.com

STATE OF ALABAMA
MADISON COUNTY

MIDCITY Subdivision Phase 9, Lot 2 UMH MIDCITY LLC

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and accurate description of a tract a of land lying and being in Section 31, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of Lot 1 of MidCity Subdivision Phase 9 conveyed to the UMH MidCity, LLC in Deed Book 2025, Page 7759, as recorded in the Office of the Judge of Probate of Madison County, Alabama, and being more particular described as follows:

Beginning at a #5 rebar found marking the southeast corner of Lot 2 of MidCity Subdivision Phase 20 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, 342 having established grid coordinates of N:1541353.96, E:405980.48 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along the east boundary of said Lot 2 North 1 Degrees 55 Minutes 53 Seconds East a distance of 196.70 feet to #5 rebar with a cap Stamped "GARVER LLC CA-445-LS" (typical) set; Thence leaving said east boundary North 89 Degrees 52 Minutes 20 Seconds East a distance of 240.95 feet to a #5 rebar set; thence South 1 Degrees 55 Minutes 53 Seconds East a distance of 196.20 feet to a #5 rebar set marking the south boundary of Lot 1 of MidCity Phase 9 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2019, Page 32453 and the north right-of-way of Research Drive; thence along the south boundary of said Lot 1 and said right-of-way South 89 Degrees 45 Minutes 15 Seconds West a distance of 240.97 feet to the POINT OF BEGINNING.

The above-described tract contains 1.09 acres (47304 sq. ft.) more or less.

All according to my survey this the 10th day of September 2025.

Loyd W Carpenter

Loyd W. Carpenter, PLS
Alabama License No. 26012

ALABAMA LICENSED NO. 26012 PROFESSIONAL LAND SURVEYOR LOYD W. CARPENTER

EXHIBIT C

Legal Description of City Exchange Property

GARVER
512SA Research Drive NW
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544
www.GarverUSA.com

STATE OF ALABAMA
MADISON COUNTY

MIDCITY Subdivision Phase 20, Lot 2 City of Huntsville

I, Loyd W. Carpenter, a Professional Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and accurate description of a tract a of land lying and being in Section 31, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Said tract being a portion of Lot 2 of MidCity Subdivision Phase 20 conveyed to the City of Huntsville in Plat Book 2023, Page 342, as recorded in the Office of the Judge of Probate of Madison County, Alabama, and being more particular described as follows:

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of MidCity Subdivision Phase 20 as recorded in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 2023, 342; thence along the east boundary of said Lot 2 North 1 Degrees 55 Minutes 53 Seconds East a distance of 196.70 feet to a #5 rebar with a cap Stamped "GARVER LLC CA-445-LS" (typical) set, said point marking the Point of Beginning of the herein described tract having established grid coordinates of N:1541550.55, E:405987.11 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence leaving said east boundary South 89 Degrees 52 Minutes 20 Seconds West a distance of 331.03 feet to a #5 rebar set marking the west boundary of said Lot 2; thence along said west boundary North 1 Degrees 15 Minutes 51 Seconds West a distance of 143.61 feet to a #5 rebar set marking the northwest corner of said Lot 2; thence leaving said west boundary and along the north boundary of said Lot 2 South 89 Degrees 19 Minutes 47 Seconds East a distance of 338.90 feet to a #5 rebar set marking the northeast corner of said Lot 2; thence leaving said north boundary and along the east boundary of said Lot 2 South 1 Degrees 55 Minutes 53 Seconds West a distance of 138.95 feet to the POINT OF BEGINNING.

The above-described tract contains 1.09 acres (47304 sq. ft.) more or less.

All according to my survey this the 10th day of September 2025.

Loyd W Carpenter

Loyd W. Carpenter, PLS
Alabama License No. 26012

ALABAMA LICENSED NO. 26012 PROFESSIONAL LAND SURVEYOR LOYD W. CARPENTER