

David Little, President
Jennie Robinson, Councilmember
Bill Kling, Councilmember
Devyn Keith, Councilmember
John Meredith, Councilmember



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

CITY COUNCIL CHAMBERS

5:30 PM

Thursday, May 23, 2024

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Moment of Silence

2. PLEDGE OF ALLEGIANCE

Led by: John Meredith

3. APPROVAL OF THE AGENDA

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

- a. [2024-1469](#) Minutes of Regular Meeting of the City Council held May 9, 2024. (Minutes Received)

Sponsors: City Clerk

5. MAYOR: SPECIAL RECOGNITIONS

- a. [2024-1470](#) Presentation of Lifesaving Medal.

Sponsors: Administration

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

- a. [2024-1471](#) Special Departmental Recognition.

Sponsors: City Council

Resolutions for Approval and Presentation

- b. [2024-1472](#) Resolution honoring Mr. Barry Oxley for his achievements as Director of the Huntsville-Madison County Builders Association.
Resolution No. 24-350

Sponsors: Kling

Attachments: [B. Oxley Resolution](#)

- c. [2024-1473](#) Resolution recognizing May as Amyotrophic Lateral Sclerosis (ALS) Awareness Month.
Resolution No. 24-351

Sponsors: Kling

Attachments: [ALS - Complete](#)

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

- a. [2024-1474](#) Presentation from National Coalition of 100 Black Women, Greater Huntsville Chapter.

Sponsors: Finance

- b. [2024-1475](#) Presentation from YMCA Child Development Centers.

Sponsors: Finance

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

- a. [2024-1476](#) Public Hearing authorizing Community Development to assess the cost of cutting overgrown grass and/or weeds against certain properties; and consideration of a Resolution pertaining to the same.
Resolution No. 24-352

Sponsors: Community Development

Attachments: [05.23.2024 Grass Resolution.pdf](#)

- b. [2024-1477](#) Public Hearing authorizing the Manager of Community Development to assess the cost for the cleanup and removal of a junk public nuisance located at 2206 Hill St NW, Huntsville, Alabama; and consideration of a Resolution pertaining to same.
Resolution No. 24-353

Sponsors: Community Development

Attachments: [2206 Hill St - Junk Public Nuisance Complete.pdf](#)

- c. [2024-1338](#) Public hearing on the rezoning of 985.47 acres of land lying on the west of County Line Rd. and south of I-565 from Residence 1, Residence 2, and Commercial Industrial Park Districts to Planned Industrial and Commercial Industrial Park Districts; and the consideration of an Ordinance pertaining to the same. (Set April 11, 2024 Regular Council Meeting)
Ordinance No. 24-236

Sponsors: Planning

Attachments: [Airport Rezoning Complete](#)

- d. [2024-1339](#) Public hearing on the zoning of 12.42 acres of land lying on the south of Old Hwy 431 and east of Wade Rd. to Neighborhood Business C-1 and Residence 2-B Districts; and the consideration of an Ordinance pertaining to the same. (Set April 11, 2024 Regular Council Meeting)
Ordinance No. 24-238
Sponsors: Planning
Attachments: [WadeRd Zoning Complete](#)
- e. [2024-1340](#) Public hearing on the rezoning of 161.67 acres of land lying on the west side of South Green Mountain Rd. and south of Knotty Walls Rd. from Residence 1-B District to Residence 2 District; and the consideration of an Ordinance pertaining to the same. (Set April 11, 2024 Regular Council Meeting)
Ordinance No. 24-240
Sponsors: Planning
Attachments: [Hillis Rezoning Complete](#)
- f. [2024-1399](#) Public hearing on an Ordinance amending the Zoning Ordinance Article 70 - Off-Street Parking and Loading Requirements to add Section 70.3 - Electric Vehicle Readiness Requirements; and the consideration of an Ordinance pertaining to the same. (Set May 9, 2024 Regular Council Meeting)
Ordinance No. 24-287
Sponsors: Planning and Meredith
Attachments: [ElectricVehicle Readiness Complete](#)
- g. [2024-1400](#) Public hearing on an Ordinance amending the Zoning Ordinance Article 3 - Definitions, Section 3.1 - Interpretation, to amend the definitions for Dwelling; Dwelling, Multiple Family; Dwelling, Single Family; Dwelling, Two Family; Dwelling Unit; and Family; and to add the definitions for Domicile; Residence; and Transient; and the consideration of an Ordinance pertaining to the same. (Set May 9, 2024 Regular Council Meeting)
Ordinance No. 24-289
Sponsors: Planning
Attachments: [DwellingDefinitions ZOAmendment Complete](#)

10. PUBLIC HEARINGS TO BE SET

- a. [2024-1478](#) Resolution to set a public hearing on the vacation of a right-of-way in Kildare Estates, Block 1-5, 1315 Meridian Street and 113 Oakwood Avenue; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set June 27, 2024, Regular Council Meeting).
Resolution No. 24-354
Resolution No. 24-355
Ordinance No. 24-356

Sponsors: Legal

Attachments: [113 Oakwood ROW Vacation Complete.pdf](#)

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS**13. COUNCILMEMBER COMMENTS**

Councilmember John Meredith

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember David Little

14. FINANCE COMMITTEE REPORT

- a. [2024-1479](#) Resolution authorizing expenditures for payment.
Resolution No. 24-357

Sponsors: Finance Committee

Attachments: [Expenditures - Complete](#)

15. BOARD APPOINTMENTS TO BE VOTED ON

- a. [2024-1439](#) Resolution to reappoint Jerry Cargile to the Huntsville-Madison County Railroad Authority, Joint Place 4 (his current seat), for a five (5) year term to expire May 22, 2029. (Nominated May 9, 2024, Regular Council Meeting)
Resolution No. 24-358
Sponsors: Little
- b. [2024-1440](#) Resolution to reappoint Tammyier Leeth to the Historical Preservation Authority of the City of Huntsville to her current seat for a six (6) year term to expire June 3, 2030. (Nominated May 9, 2024, Regular Council Meeting)
Resolution No. 24-359
Sponsors: Meredith

16. BOARD APPOINTMENT NOMINATIONS**17. HUNTSVILLE UTILITIES ITEMS****18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS****Vacation of Easements**

- a. [2024-1480](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Village of Providence Phase1 Part E, Off Broadway Street.
Ordinance No. 24-360
Sponsors: Legal
Attachments: [Providence eas ord Complete.pdf](#)
- b. [2024-1481](#) Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1A and 1B, Buck Island Commercial Park, 2104 and 2106 Island Circle SW.
Ordinance No. 24-361
Sponsors: Legal
Attachments: [Buck Island eas ord Complete.pdf](#)

Vacation of Rights-of-Way**Deeds of Acceptance****19. UNFINISHED BUSINESS ITEMS FOR ACTION**

- a. [2024-1465](#) Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance (Introduced May 9, 2024, Regular Council Meeting)
Ordinance No. 24-347
Sponsors: Human Resources
Attachments: [Amend Classification and Salary Plan - Complete](#)

- b. [2024-1466](#) Ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the departments. (Introduced May 9, 2024, Regular Council Meeting) Ordinance No. 24-348

Sponsors: Human Resources

Attachments: [Budget Amendment Ord. No. 23-762 - Complete](#)

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. [2024-1482](#) Resolution authorizing travel expenses.
Resolution No. 24-362

Sponsors: Finance

Attachments: [Travel Resolution Complete](#)

- b. [2024-1483](#) Resolution authorizing the Mayor to execute Change Order No. 2 and FINAL between the City of Huntsville and Pearce Construction Company, Inc., for the Von Braun Center North Hall and Playhouse Renovations located at 700 Monroe Street SW, Huntsville, Alabama.
Resolution No. 24-363

Sponsors: Finance

Attachments: [VBC Resolution CO2 Complete](#)

- c. [2024-1484](#) Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No. 24-364

Sponsors: City Council

Attachments: [District 1 Council Improvement Complete](#)

- d. [2024-1485](#) Resolution authorizing the Mayor to execute Modification No. 1 to Agreement between the City of Huntsville and McCord Construction, Inc., for Periodic Bid for Sanitary Sewer Jack and Bore Items-2023, Project No. 71-23-SP18.
Resolution No. 24-365

Sponsors: Water Pollution

Attachments: [Jack & Bore Mod 1 - COMPLETE](#)

- e. [2024-1486](#) Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and McCord Construction, Inc., for Periodic Bid for Sanitary Sewer Directional Drilling Items-2023, Project No. 71-23-SP19.
Resolution No. 24-366
Sponsors: Water Pollution
Attachments: [Directional Drilling Mod 1 -COMPLETE](#)
- f. [2024-1487](#) Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Chorba Contracting Corporation for the construction of the Martin Road Recreation Center.
Resolution No. 24-367
Sponsors: General Services
Attachments: [Completed Chorba Contract](#)
- g. [2024-1488](#) Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Dunlap Contracting Inc., for the construction services of the John Hunt Park Public Restrooms.
Resolution No. 24-368
Sponsors: General Services
Attachments: [COMPLETE-Dunlap-JHP Public Restrooms.pdf](#)
- h. [2024-1489](#) Resolution authorizing the City Clerk to invoke CB&S Bank Letter of Credit No. 555882 for the Preserve at Limestone Creek Phase 3 Subdivision.
Resolution No. 24-369
Sponsors: Legal
Attachments: [Preserve LOC Complete.pdf](#)
- i. [2024-1490](#) Resolution authorizing the City Clerk to invoke Merit Bank Letter of Credit No. 1555 for Knoll at Hampton Cove Subdivision.
Resolution No. 24-370
Sponsors: Legal
Attachments: [Knoll LOC Complete.pdf](#)
- j. [2024-1491](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Terry Cagle.
Resolution No. 24-371
Sponsors: Fire and Rescue
Attachments: [Complete Terry Cagle](#)

- k. [2024-1492](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Andrew Gollop.
Resolution No. 24-372

Sponsors: Police

Attachments: [Complete File- 2024- Gollop](#)

- l. [2024-1493](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronald Finley.
Resolution No. 24-373

Sponsors: Water Pollution

Attachments: [Finley - COMPLETE](#)

21. NEW BUSINESS ITEMS FOR INTRODUCTION

- a. [2024-1494](#) Introduction of an Ordinance declaring certain equipment as surplus and no longer needed for municipal use.
Ordinance No. 24-374

Sponsors: City Clerk

Attachments: [PrintShopSurplusEquipment.pdf](#)

- b. [2024-1495](#) Introduction of an Ordinance to declare approximately .23 acres of real property located on Pearl Avenue as surplus and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and JPThree Properties, LLC, for the same.
Ordinance No. 24-375

Sponsors: Legal

Attachments: [Pearl Avenue Parking Lease Complete.pdf](#)

- c. [2024-1496](#) Introduction of an Ordinance dedicating a Sanitary Sewer Easement for the Pulaski Pike Sewer Improvements Project.
Ordinance No. 24-376

Sponsors: Urban Development

Attachments: [Pulaski Pike Sewer Easement Complete.pdf](#)

- d. [2024-1497](#) Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.
Ordinance No. 24-377

Sponsors: Fleet Department

Attachments: [FleetVehicleSurplus May 2024.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***Agenda Disclaimer***

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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1469

Department: City Clerk

Subject:

Type of Action: Approval/Action

Minutes of Regular Meeting of the City Council held May 9, 2024. (Minutes Received)

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: NA

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

Additional Comments:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1470

Department: Police

Subject:

Type of Action: Presentation

Presentation of Lifesaving Medal.

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:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1471

Department: City Council

Subject:

Type of Action: Presentation

Special Departmental Recognition.

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

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1472

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution honoring Mr. Barry Oxley for his achievements as Director of the Huntsville-Madison County Builders Association.

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 24-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama wish to recognize Barry Oxley for his outstanding career and honor him for his excellent leadership and service to the community; and,

WHEREAS, Oxley was born and raised in Huntsville Alabama where he attended Grissom High School, the University of Alabama at Huntsville, and Auburn University, ultimately earning a master's degree in business administration. Oxley soon began a career in the nonprofit sector working for the Boy Scouts of America in his hometown of Huntsville, Ala.; and

WHEREAS, he proudly served the Boy Scouts for nearly 30 years, he traveled regularly and lived in multiple states throughout the country. His outstanding commitment to the Scouts led to Oxley climbing the ranks and being named chief executive officer of a four-state region, overseeing all operations and facilities for more than 100,000 active scouts; and

WHEREAS, upon retiring from the Boy Scouts, Oxley returned home to Huntsville where he has served as the Executive Officer for the Huntsville-Madison County Builders Association (HMCBA) for the last seven years; and

WHEREAS, under Oxley's leadership, the HMCBA saw unprecedented growth in membership numbers, community involvement and advocacy efforts. This growth was not unnoticed as the HMCBA was recognized time and time again with awards from the National Association of Home Builders (HBA) and other organizations. This success ultimately led HMCBA to becoming the 7th largest HBA nationwide; and

WHEREAS, Oxley is largely responsible for the creation and success of the North Alabama Homebuilding Academy (NAHA). Since being established in 2020, NAHA has graduated more than 450 students, helping many individuals begin their careers in the construction industry; and

WHEREAS, Oxley has consistently served as an expert in the housing industry and aided elected officials and others as the City of Huntsville seeks to meet the growing demand for housing. With a collaborative mindset, Oxley led the charge for the HMCBA to form partnerships with other nonprofits and community groups, including the Boys and Girls Club, Alabama A&M University, Drake State University, Girls Inc., the Elm Foundation, Kids to Love, and Free-to-Teach, among others. Just one extraordinary example of those collaborations is the completed Habitat for Humanity build which was fully funded through HMCBA member donations and contributions; and

WHEREAS, in addition to Oxley's important work with the HMCBA, he has also been an active community member serving on multiple boards, civic organizations, and his church. Above all, Oxley's proudest achievement is his loving wife and four amazing children; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama, honor Barry Oxley for his long and distinguished career and for his commitment, dedication and leadership within the City.

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1473

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution recognizing May as Amyotrophic lateral sclerosis (ALS) Awareness Month.

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



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4223

Department: City Council

Subject:

Type of Action: Approval/Action

Resolution recognizing May as Amyotrophic lateral sclerosis (ALS) Awareness Month.

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. 24 -

WHEREAS, Amyotrophic Lateral Sclerosis (ALS), known by many as Lou Gehrig's disease, is a progressive fatal neuro-degenerative disease in which a person's brain loses connection with the muscles, slowly taking away their ability to walk, talk, eat, and eventually breathe; and

WHEREAS, there is no cure for this daunting disease. Every 90 minutes, someone is diagnosed with ALS, and someone passes away from ALS; and

WHEREAS, on average, patients diagnosed with ALS only survive two to five years from the time of diagnosis; and

WHEREAS, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and

WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and

WHEREAS, we celebrate the 10th Anniversary of the Ice Bucket Challenge through a renewed commitment to galvanize public awareness and support funding leading to significant investments in ALS research; and

WHEREAS, the ALS Association, as the largest philanthropic funder of ALS research globally, has committed over \$154 million to support more than 550 projects across the United States and 18 other countries; and

WHEREAS, our commitment to accelerating the pace of discovery remains unwavering, fueled by the hope that one day, ALS will be a livable disease for everyone, everywhere, until we can cure it; and

WHEREAS, Awareness Month increases the public's awareness of people with ALS' dire circumstances, and acknowledges the terrible impact this disease has, not only on the person but on his or her family and the community, and recognizes the research being done to eradicate this disease.

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama recognize the month of May 2024 as ALS Awareness Month. We call upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

RESOLUTION NO. 24- (Cont'd)

ADOPTED this the 23rd day of May 2024.

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

APPROVED this the 23rd day of May 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1474

Department: Finance

Subject:

Type of Action: Presentation

Presentation from National Coalition of 100 Black Women, Greater Huntsville Chapter.

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:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1475

Department: Finance

Subject:

Type of Action: Presentation

Presentation from YMCA Child Development Centers.

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:



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1476

Department: Community Development

Subject:

Type of Action: Approval/Action

Public Hearing authorizing Community Development to assess the cost of cutting overgrown grass and/or weeds against certain properties; and consideration of a Resolution pertaining to the same.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0

Total Cost: \$ 0

Special Circumstances:

Grant Funded: \$ 0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Various properties throughout the city

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

Additional Comments:

This Resolution authorizes assessments for the 21 properties listed in Attachment A.

(total 21- \$6,304.78, city limits 16 - \$4,564.74, out of city 2 - \$550.52, out of state 3 - \$1,189.52)

RESOLUTION NO. 24-__

WHEREAS, the Manager or of Community Development for the City of Huntsville, Alabama, has executed all procedural requirements contained in the City of Huntsville Code of Ordinances, Chapter 27, Article III entitled "Weeds and Overgrown Grass"; and

WHEREAS, the Manager of Community Development for the City of Huntsville, Alabama, has determined a nuisance to exist upon, in front of, or on property hereinafter more particularly identified; and

WHEREAS, the nuisance was subsequently removed by the City and the owner was mailed a copy of the report of cost of removal and notified by letter that an assessment would be placed against subject property for nonpayment of removal cost by a stipulated date; and

WHEREAS, it appears that all things necessary and proper have been done to make final the assessment against the property for the cost of abating the nuisance and that the stipulated date for payment of removal has expired on the property hereinafter described.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Community Development Department hereby assesses the cost of abating the nuisance against the described property listed in Attachment A of this Resolution in the amounts indicated; AND, that the Community Development is hereby authorized, requested and directed to levy the amount of such assessments against the property indicated and to collect the same in the same manner as other assessments are collected.

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Community Development Department is hereby authorized to file in the Office of the Judge of Probate of Madison County, Alabama, a lien instrument known as "Notice of Property Assessment, City of Huntsville - Ordinance No. 23-696" on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Division of Community Development of the City of Huntsville, Alabama.

RESOLUTION NO. 24- (Cont.)

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Matthew B. & Ariana Jessica L. Pepper 112 Beirne Ave NW Huntsville, AL 35801	112 Beirne Ave NW	04/23/2024	\$188.07

LOT 6,7 & 8 IN BLK 3 NORTH ALABAMA IMPROVEMENT CO ADD TO THE CITY OF HUNTSVILLE PB 1 PG 18-19 DESC AS BEG AT THE INTER OF THE N MAR OF RACE ST WI THE E MAR OF CROSS ST TH ALG THE N MAR OF RACE ST N 89 DEG E 59 FT TH N 05 DEG E 89 FT TH N 87 DEG W 59 FT TO E MAR OF CROSS ST TH ALG THE E MAR OF CROSS ST S 05 DEG W 92 FT TO THE POB
PPIN: 20477 PARCEL: 14-07-36-2-002-027.000

Cheryl Arlene Robinson & George Robinson 3807 Crane Dr Huntsville, AL 35811	3807 Crane Dr NE	04/17/2024	\$275.26
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LOT 29 BLK D EDMONTON HEIGHTS PART A
PPIN: 51823 PARCEL: 13-04-18-0-002-060.000

(Heirs of) Paul C. & Grace K. Ward c/o Barry L. Ward 6103 Deramus Ave NW Huntsville, AL 35806	603 Deramus Ave NW	04/29/2024	\$324.35
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LOT 11 BL 16 SHERWOOD PARK 8TH ADD
PPIN: 21784 PARCEL: 17-03-05-3-001-075.000

Gergory P. Ross & Emily A. Bodnar 2010 Giles Dr NE Huntsville, AL 35811	2010 Giles Dr NE	04/26/2024	\$281.21
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LOT 6 BL 11 OAK PARK 5TH ADD
PPIN: 51260 PARCEL: 13-09-29-2-003-051.000

Tanika Simmons & Karen Simmons 3070 Leeman Ferry Rd SW Huntsville, AL 35801	205 Grove Ave NW	04/24/2024	\$243.14
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LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
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LOT 6 BLK 6 NORTH ALABAMA IMPROVEMENT CO ADDITION

PPIN: 20525 PARCEL: 14-07-36-2-003-073.000

Ronald H. & Kathleen J. Smith 2601 Sutcliff Dr NE Huntsville, AL 35811	707 Holmes Ave NE	04/26/2024	\$243.14
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LOT 15 BLK 31 EAST HUNTSVILLE ADD

PPIN: 13600 P ARCEL: 14-07-36-1-004-054.000

SIX HUNDRED THIRTY THREE BETA LLC 7097 Jacks Creek Ln Owens Cross Roads, AL 35763	4104 McVay St SW	05/01/2024	\$171.80
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SEC 15 T4S R1W BEG AT A PT WH IS 300 FT E & 130 FT S OF THE NW COR OF SD
LOT 26 A W NEWSON & ED PENNY MERRIMACK ADD TH S/WDLY PARLL WI THE
W BDY LINE OF SD LOT 26 50 FT TO A STK TH W/WDLY PARLLEL W/ THE N BDY
OF SD LOT 150 FT TH N/WDLY PARLLEL W/ THE W BDY LINE 50 FT TH E/WDLY
PARLL W/ LINE 50 FT TH E/WDLY PARLL W/ THE N BDY LINE 150 FT TO POB
PPIN: 32135 PARCEL: 17-05-15-2-002-073.000

ROCKET CITY ENTERPRISES LLC P. O. Box 284 Huntsville, AL 35804-284	911 Meadow Dr NE	04/16/2024	\$281.21
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LOT 5 BLK 10 TERRY HGHTS 3RD ADD

PPIN: 19286 PARCEL: 14-08-34-4-002-028.000

Andres Ivan Barrios 3301 Pulaski Pike Huntsville, AL 35810	1009 Meadow Dr NW	04/24/2024	\$281.21
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LOTS 10 & 11 BLK 10 TERRY HEIGHTS ANNEX 3RD ADD

PPIN: 19309 PARCEL: 14-08-34-4-002-022.000

OMEGA REZ 5C LLC 4518 Valleydale Rd Hoover, AL 35242-4658	2413 Moore Ave NW	04/15/2024	\$269.31
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Attachment A, Page 3

LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
<p>LOT 7 BLK 7 MAGNOLIA TERRACE PPIN: 20067 PPIN: 14-07-35-2-005-051.000</p>			
Gary Crockett 104 Overleaf Pt SW Huntsville, AL 35824-3102	104 Overleaf Pt SW	04/23/2024	\$281.21
<p>LOT 35 OAK GROVE AT THE RESERVE PH 1A PPIN: 509315 PARCEL: 16-08-27-0-000-001.122</p>			
Jimmy Bone 5010 Powell Dr NW Huntsville, AL 35810	5010 Powell Dr NW	05/01/2024	\$324.38
<p>LOT 4 BL 1 POWELL S/D PPIN: 4177 PARCEL: 14-01-11-4-002-046.000</p>			
Noah Matthew Bunch 4807 Proctor Cir NW Huntsville, AL 35810	4807 Proctor Cir NW	04/22/2024	\$281.21
<p>LOT 16 BLK H LAKEWOOD MANOR SEC 1 5TH ADD PPIN: 3255 PARCEL: 14-01-11-4-005-040.000</p>			
Seth Ragland 1517 W Jackson St Macomb, IL 61455	114 Wilkenson Dr NE	04/29/2024	\$324.38
<p>LOT 4 BLK D EDMONTON HGHTS S/D PART A PPIN: 52040 PARCEL: 13-04-18-0-002-035.000</p>			
(Hiers of) Della T. Love 183 Wilkenson Dr Huntsville, AL 35811	183 Wilkenson Dr NE	04/15/2024	\$324.38
<p>LOT 12 BLK F EDMONTON HEIGHTS PART A PPIN: 51709 PARCEL: 13-04-18-0-004-042.000</p>			
Brad R. Reppert 1001 Woodall Lane	1001 Woodall Lane	05/01/2024	\$294.91

LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Huntsville, AL 35816			
LOT 2 BLK 2 MC THORNMOR ACRES PPIN: 18623 PARCEL: 14-08-33-4-002-014.000			
HAD LAND EQUITY II LLC 223 West Gregory St Pensacola, FL 32502	2172 Zeirdt Rd	04/29/2023	\$275.26
LOT 1 OVERVIEW PARK PH 3 PPIN: 152903 PARCEL: 16-08-34-0-000-021.000			
Jordan Ln, LLC P. O. Box 2789 Suwanee, GA 30024	Partially developed property west of 1501 Jordan Ln NW	02/27/2024	\$589.88
SEC 28 T3S R1W BEG AT THE CEN OF THE S BDRY OF THE SE1/4 OF SEC 28 TH W ALG SD S BDRY SEC LINE 656 FT TH N 933.13 FT TH E 479.2 FT TH SE'LY ALG THE W ROW MAR OF JORDAN LN 295.83 FT TH S 670.5 FT TO THE POB PPIN: 107591 PARCEL: 14-08-28-4-003.052.000			
OAK GROVE DAIRY LLC 10002 Memorial Pky S Huntsville, AL 35803	Vacant lot south and west of 12608 Oak North	05/10/2024	\$400.35
TRACT A OAK GROVE AT FARLY FARMS PH 3 PPIN: 80097 PARCEL: 23-04-18-0-002-087.000			
FAB FOUNDATIONS HOME SOLUTIONS LLC 310 Cedar Lake Rd SW,C4 Decatur, AL 35603	4214 9 th Ave SW	04/16/2024	\$281.21
LOT 17 BLK 9 WESTLAWN S/D PPIN: 22030 PARCEL: 17-02-03-3-000-044.000			
(Heirs of) William & Katherine Hawkins 2203 13 th St SW Huntsville, AL 35805	2203 13 th St SW	03/27/2024	\$369.58

Attachment A, Page 5

LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
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LOT 6 BLK 74 W HVILLE ADD PPIN: 24048 PARCEL: 17-02-03-4-050.000			
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Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1477

Department: Community Development

Subject:

Type of Action: Approval/Action

Public Hearing authorizing the Manager of Community Development to assess the cost for the cleanup and removal of a junk public nuisance located at 2206 Hill St NW, Huntsville, Alabama; and consideration of a Resolution pertaining to same.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0

Total Cost: \$ 0

Special Circumstances:

Grant Funded: \$ 0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2206 Hill St NW

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

Additional Comments:

Public Hearing on a Resolution authorizing the Manager of Community Development to assess the cost for the cleanup and removal of a junk and litter public nuisance at 2206 Hill St NW, Huntsville, AL. (\$2,298.34)

RESOLUTION NO. 24-_____

WHEREAS, by Resolution No. 24-135, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to remove a public nuisance on property hereinafter more particularly identified; and

WHEREAS, the City subsequently removed the nuisance pursuant to Resolution No. 24-135, dated 3/14/2024; and

WHEREAS, the Manager of Community Development has subsequently mailed the owner of said property a copy of the report of the cost of abatement; the owner was further notified by letter that an assessment would be placed against subject property for nonpayment of abatement costs by a stipulated date; and

WHEREAS, it appears that all things necessary and proper have been done to make final the assessment against the property for the cost of abatement and that the stipulated date for payment has expired;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Community Development Department hereby assesses the cost of abatement against the described property listed in Attachment A of this Resolution in the amounts indicated; AND, that the Community Development Department is hereby authorized, requested and directed to levy the amount of such assessments against the property indicated and to collect the same in the same manner as other assessments are collected.

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized, requested and directed to file in the Office of the Judge of Probate of Madison County, Alabama, a certified copy of this Resolution along with a lien instrument known as "Notice of Property Assessment, City of Huntsville – State Act No. 71-1320" on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Department of Community Development of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor
of the City of Huntsville, Alabama

RESOLUTION NO. 24_____

Attachment A, Page 2

ABATEMENT OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Lourinzo Douglas P. O. Box 2080 Jasper, TN 37347	2206 Hill St NW	5-1-2024	\$2,298.34

ALL TH PT OF THE NE 1/4 OF SEC 27 BEG AT THE N MARG OF OAKWOOD ST INTS
WI THE E MARG OF HILL ST TH RUN N/WDLY AL THE E MARG OF HILL ST 744 FT
TH E/WDLY & PARLL TO THE N BDY/L TO A CERT TR OF LD RECENTLY SOLD TO
DR L B LINDSEY 150 FT THE N/WDLY & PARLL WI THE E MARG OF HILL ST 75 FT
TO PT TH W/WDLY & PARLL TO DR LINDSEYS N BDY/L 150 FT TO A PT ON THE W
MARG OF HILL ST TH RUN S/WDLY AL THE E MARG OF HILL ST 75 FT TO THE
POB SEC 27 T3 R1W
PPIN: 15205 PARCEL: 14-08-27-1-005-014.000



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1338

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 985.47 acres of land lying on the west of County Line Rd and south of I-565 from Residence 1, Residence 2, and Commercial Industrial Park Districts to Planned Industrial and Commercial Industrial Park Districts; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: none

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/11/2024

File ID: TMP-4096

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 985.47 acres of land lying on the west of County Line Rd and south of I-565 from Residence 1, Residence 2, and Commercial Industrial Park Districts to Planned Industrial and Commercial Industrial Park Districts; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: none

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 24-

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 rezoning of certain land lying on the west of County Line Rd and south of I-565 from Residence 1, Residence 2, and Commercial Industrial Park Districts to Planned Industrial and Commercial Industrial Park Districts.
- (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 24th day of April, 2024, and the second publication shall be one week thereafter on the 1st day of May, 2024, 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 23rd day of May, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-____, which is introduced by the City Council of the City of Huntsville on the 11th day of April, 2024, 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. 24-

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 of County Line Rd and south of I-565, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1 and Residence 2 Districts, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Commercial Industrial Park District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 35 and 36, Township 04 South, Range 03 West and Sections 01 and 02, Township 05 South, Range 03 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 36; thence South 60 Degrees 56 Minutes 28 Seconds West, 5308.70 feet to a point; said point is further described as the Point of True Beginning; thence from Point of True Beginning, South 01 Degree 10 Minutes 09 Seconds West, 2652.13 feet to a point; thence North 89 Degrees 19 Minutes 32 Seconds West, 1473.99 feet to a point; thence South 01 Degree 52 Minutes 07 Seconds West, 1257.37 feet to a point; thence South 01 Degree 52 Minutes 08 Seconds West, 196.11 feet to a point; thence North 88 Degrees 35 Minutes 28 Seconds West, 701.98 feet to a point; thence North 01 Degree 50 Minutes 00 Seconds East, 1111.65 feet to a point; thence North 01 Degree 50 Minutes 00 Seconds East, 229.38 feet to a point; thence North 01 Degree 50 Minutes 00 Seconds East, 144.70 feet to a point; thence North 89 Degrees 07 Minutes 46 Seconds West, 307.07 feet to a point; thence North 89 Degrees 07 Minutes 46 Seconds West, 338.23 feet to a point; thence North 01 Degree 26 Minutes 09 Seconds East, 507.25 feet to a point; thence North 01 Degree 26 Minutes 09 Seconds East, 149.79 feet to a point; thence North 89 Degrees 04 Minutes 12 Seconds West, 676.00 feet to a point; thence North 00 Degrees 01 Minute 23 Seconds East, 678.24 feet to a point; thence North 88 Degrees 52 Minutes 27 Seconds West, 628.39 feet to a point; thence North 00 Degrees 02 Minutes 02 Seconds West, 43.50 feet to a point; thence North 00 Degrees 02 Minutes 04 Seconds West, 588.68 feet to a point; thence North 00 Degrees 16 Minutes 47 Seconds West, 46.08 feet to a point; thence North 00 Degrees 16 Minutes 51 Seconds West, 127.18 feet to a point; thence North 89 Degrees 00 Minutes 04 Seconds West, 722.43 feet to a point; thence North 02 Degrees 46 Minutes 06 Seconds East, 156.60 feet to a point; thence North 02 Degrees 46

Minutes 07 Seconds East, 163.58 feet to a point; thence North 02 Degrees 46 Minutes 06 Seconds East, 167.45 feet to a point; thence South 89 Degrees 08 Minutes 19 Seconds East, 696.45 feet to a point; thence South 89 Degrees 08 Minutes 19 Seconds East, 2660.79 feet to a point; thence South 88 Degrees 33 Minutes 01 Second East, 1505.92 feet back to the Point of True Beginning and containing 253.65 acres, more or less.

2. That the following area, land lying on the west of County Line Rd and south of I-565, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1, Residence 2, and Commercial Industrial Park Districts, 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:

All that part of Sections 01, 02, 11 and 12, Township 05 South, Range 03 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 01; thence South 67 Degrees 38 Minutes 03 Seconds West, 3323.61 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 01 Degree 51 Minutes 30 Seconds West, 1315.64 feet to a point; thence North 87 Degrees 44 Minutes 17 Seconds West, 1499.57 feet to a point; thence South 01 Degree 44 Minutes 52 Seconds West, 5336.68 feet to a point; thence North 88 Degrees 20 Minutes 49 Seconds West, 319.47 feet to a point; thence North 02 Degrees 29 Minutes 29 Seconds East, 25.07 feet to a point; thence North 88 Degrees 24 Minutes 17 Seconds West, 1184.83 feet to a point; thence South 03 Degrees 04 Minutes 23 Seconds West, 23.88 feet to a point; thence North 88 Degrees 40 Minutes 26 Seconds West, 1758.39 feet to a point; thence South 02 Degrees 07 Minutes 16 Seconds West, 35.18 feet to a point; thence North 89 Degrees 56 Minutes 15 Seconds West, 289.61 feet to a point; thence South 89 Degrees 46 Minutes 52 Seconds West, 33.12 feet to a point; thence South 89 Degrees 46 Minutes 45 Seconds West, 236.60 feet to a point; thence South 89 Degrees 46 Minutes 46 Seconds West, 55.22 feet to a point; thence North 00 Degrees 55 Minutes 15 Seconds East, 2703.28 feet to a point; thence North 02 Degrees 12 Minutes 00 Seconds East, 808.49 feet to a point; thence North 02 Degrees 12 Minutes 00 Seconds East, 1836.51 feet to a point; thence North 89 Degrees 15 Minutes 22 Seconds West, 678.85 feet to a point; thence North 00 Degrees 05 Minutes 48 Seconds East, 1314.67 feet to a point; thence North 89 Degrees 26 Minutes 36 Seconds East, 792.33 feet to a point; thence North 89 Degrees 26 Minutes 35 Seconds East, 255.18 feet to a point; thence South 00 Degrees 09 Minutes 09 Seconds East, 654.79 feet to a point; thence South 88 Degrees 51 Minutes 07 Seconds East, 1021.47 feet to a point; thence South 88 Degrees 51 Minutes 07 Seconds East, 325.42 feet to a point; thence North 01 Degree 49 Minutes 59 Seconds East, 507.53 feet to a point; thence South 88 Degrees 35 Minutes 28 Seconds East, 701.34 feet to a point; thence North 02 Degrees 17 Minutes 20 Seconds East, 193.54 feet to a point; thence South 87 Degrees 20 Minutes 48 Seconds East, 1631.44 feet to a point; thence South 87

Degrees 19 Minutes 08 Seconds East, 1363.99 feet back to the Point of True Beginning and containing 639.71 acres, more or less.

3. That the following area, land lying on the west of County Line Rd and south of I-565, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 2 District, 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:

All that part of Section 13, Township 05 South, Range 03 West of the Huntsville Meridian, in the City of Huntsville, Limestone County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 13; thence North 88 Degrees 54 Minutes 57 Seconds West, 4510.48 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 02 Degrees 26 Minutes 49 Seconds West, 1336.58 feet to a point; thence South 00 Degrees 50 Minutes 48 Seconds West, 1312.32 feet to a point; thence South 02 Degrees 23 Minutes 27 Seconds West, 20.81 feet to a point; thence North 88 Degrees 42 Minutes 21 Seconds West, 65.80 feet to a point; thence North 88 Degrees 50 Minutes 53 Seconds West, 1446.62 feet to a point; thence North 01 Degree 46 Minutes 19 Seconds East, 1333.54 feet to a point; thence North 01 Degree 29 Minutes 11 Seconds East, 1338.56 feet to a point; thence South 88 Degrees 44 Minutes 28 Seconds East, 1513.49 feet back to the Point of True Beginning and containing 92.11 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 _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

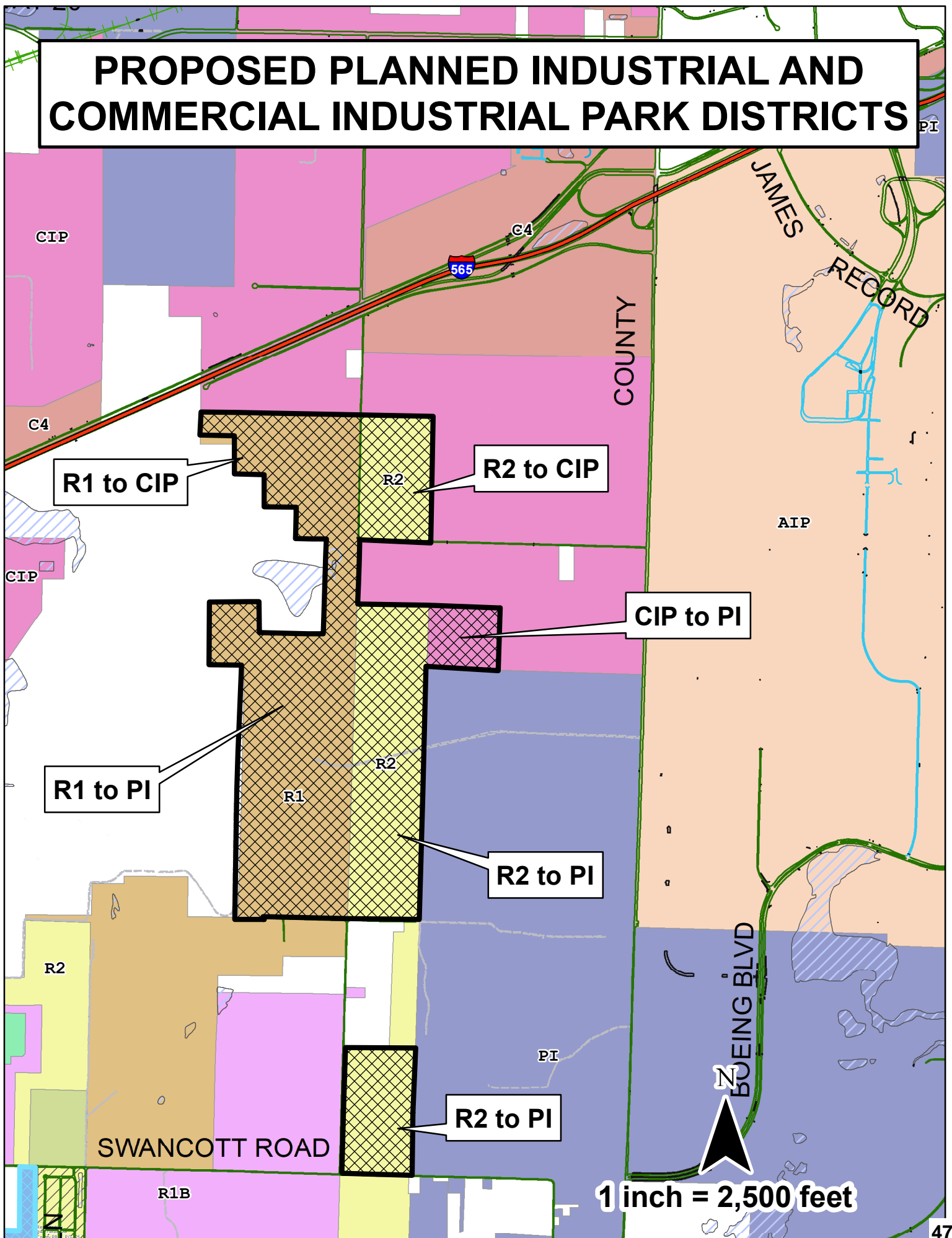
ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

PROPOSED PLANNED INDUSTRIAL AND COMMERCIAL INDUSTRIAL PARK DISTRICTS





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1339

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 12.42 acres of land lying on the south of Old Hwy 431 and east of Wade Rd. to Neighborhood Business C-1 and Residence 2-B Districts; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: 173 Wade Road, Owens Cross Roads, AL 35763

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/11/2024

File ID: TMP-4097

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 12.42 acres of land lying on the south of Old Hwy 431 and east of Wade Rd. to Neighborhood Business C-1 and Residence 2-B Districts; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: 173 Wade Road, Owens Cross Roads, AL 35763

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 24-

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 12.42 acres of land lying on the south of Old Hwy 431 and east of Wade Rd. to Neighborhood Business C-1 and Residence 2-B Districts.
- (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 24th day of April, 2024, and the second publication shall be one week thereafter on the 1st day of May, 2024, 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 23rd day of May, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-_____, which was introduced by the City Council of the City of Huntsville on the 11th day of April, 2024, 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. 24-

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 Old Hwy 431 and east of Wade Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Neighborhood Business C-1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 25, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 48 Degrees 57 Minutes 20 Seconds East, 1829.41 feet to a point; thence North 00 Degrees 02 Minutes 43 Seconds East, 404.03 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, continue North 00 Degrees 02 Minutes 43 Seconds East, 417.37 feet to a point; thence North 89 Degrees 59 Minutes 32 Seconds East, 342.60 feet to a point; thence North 89 Degrees 43 Minutes 12 Seconds East, 116.48 feet to a point; thence South 00 Degrees 40 Minutes 03 Seconds West, 350.69 feet to a point; thence South 81 Degrees 35 Minutes 23 Seconds West, 460.27 feet back to the Point of True Beginning and containing 4.03 acres, more or less.

2. That the following area, land lying on the south of Old Hwy 431 and east of Wade Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2-B District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 25, Township 04 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 48 Degrees 57 Minutes 20 Seconds East, 1829.41 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, North 00 Degrees 02 Minutes 43 Seconds East, 404.03 feet to a point; thence North 81 Degrees 35 Minutes 23 Seconds East, 460.27 feet to a point; thence North 00 Degrees 40 Minutes 03 Seconds East, 350.69 feet to a point; thence North 89 Degrees 43 Minutes 12 Seconds East, 203.26 feet to a point; thence South 0 Degrees 18 Minutes 42 Seconds East 203.77 feet to a point; thence South 0 Degrees 37 Minutes 57 Seconds East 116.16 feet to a point; thence South 0 Degrees 28

Minutes 39 Seconds East 0.04 feet to a point; thence South 0 Degrees 15 Minutes 55 Seconds East 84.63 feet to a point; thence South 0 Degrees 15 Minutes 54 Seconds East 50.63 feet to a point; thence South 0 Degrees 12 Minutes 33 Seconds East 349.76 feet to a point; thence South 88 Degrees 17 Minutes 4 Seconds West 347.04 feet to a point; thence South 88 Degrees 38 Minutes 5 Seconds West 320.49 feet back to the Point of True Beginning and containing 8.39 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 _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

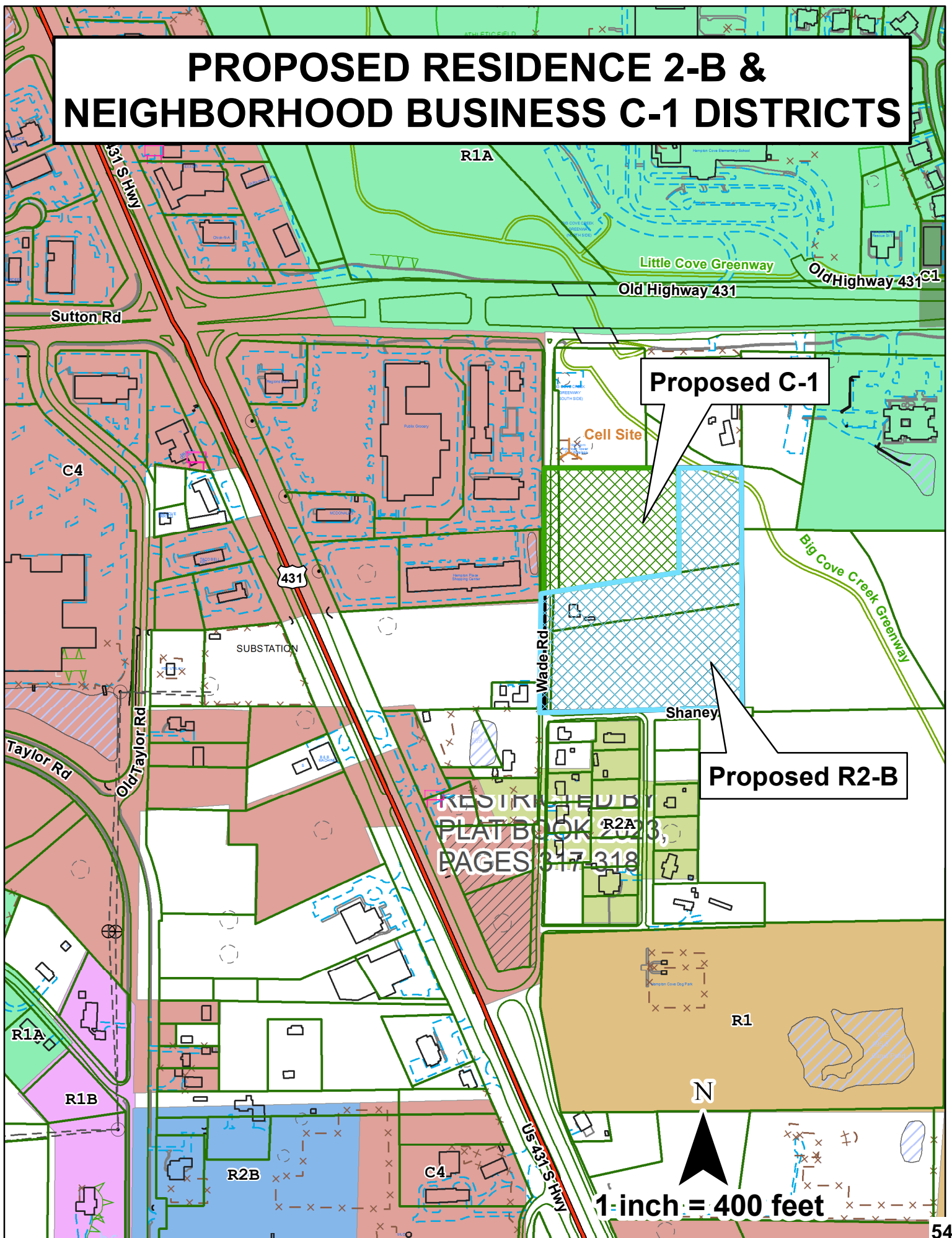
ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

PROPOSED RESIDENCE 2-B & NEIGHBORHOOD BUSINESS C-1 DISTRICTS





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1340

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 161.67 acres of land lying on the west side of South Green Mountain Road and south Knotty Walls Road from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: none

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/11/2024

File ID: TMP-4098

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the rezoning of 161.67 acres of land lying on the west side of South Green Mountain Road and south Knotty Walls Road from Residence 1-B District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - April 24 & May 1, 2024/ Ordinance - May 29, 2024

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: none

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 24-

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 rezoning of certain land lying on the west side of South Green Mountain Road and south Knotty Walls Road from Residence 1-B District to Residence 2 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 24th day of April, 2024, and the second publication shall be one week thereafter on the 1st day of May, 2024, 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 23rd day of May, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-____, which is introduced by the City Council of the City of Huntsville on the 11th day of April, 2024, 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. 24-

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 South Green Mountain Road and south Knotty Walls Road, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B District, 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 23, Township 05 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast Corner of said Section 23; thence South 47 Degrees 0 Minutes 39 Seconds West 1889.3 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 5 Minutes 33 Seconds West 336.55 feet to a point; thence South 22 Degrees 40 Minutes 51 Seconds East 39.23 feet to a point; thence South 26 Degrees 27 Minutes 28 Seconds West 19.51 feet to a point; thence South 20 Degrees 22 Minutes 51 Seconds West 19.51 feet to a point; thence South 14 Degrees 18 Minutes 14 Seconds West 19.51 feet to a point; thence South 8 Degrees 13 Minutes 37 Seconds West 19.51 feet to a point; thence South 2 Degrees 18 Minutes 1 Seconds West 162.66 feet to a point; thence South 2 Degrees 6 Minutes 27 Seconds West 17.09 feet to a point; thence South 0 Degrees 39 Minutes 52 Seconds West 84.19 feet to a point; thence South 1 Degrees 44 Minutes 39 Seconds West 84.19 feet to a point; thence South 2 Degrees 17 Minutes 35 Seconds West 1.39 feet to a point; thence South 1 Degrees 27 Minutes 26 Seconds West 34.95 feet to a point; thence South 0 Degrees 12 Minutes 41 Seconds West 34.95 feet to a point; thence South 1 Degrees 0 Minutes 1 Seconds East 33.02 feet to a point; thence South 2 Degrees 10 Minutes 39 Seconds East 33.02 feet to a point; thence South 2 Degrees 39 Minutes 36 Seconds East 18.15 feet to a point; thence South 1 Degrees 56 Minutes 49 Seconds West 18.15 feet to a point; thence South 15 Degrees 35 Minutes 52 Seconds West 15.13 feet to a point; thence South 24 Degrees 38 Minutes 4 Seconds West 15.13 feet to a point; thence South 33 Degrees 40 Minutes 15 Seconds West 15.13 feet to a point; thence South 42 Degrees 42 Minutes 26 Seconds West 15.13 feet to a point; thence South 56 Degrees 6 Minutes 29 Seconds West 16.5 feet to a point; thence South 62 Degrees 44 Minutes 18 Seconds West 16.5 feet to a point; thence South 69 Degrees 8 Minutes 7 Seconds West 15.34 feet

to a point; thence South 75 Degrees 17 Minutes 55 Seconds West 15.34 feet to a point; thence South 81 Degrees 27 Minutes 44 Seconds West 15.34 feet to a point; thence South 84 Degrees 18 Minutes 30 Seconds West 88.21 feet to a point; thence South 86 Degrees 28 Minutes 27 Seconds West 129.79 feet to a point; thence South 84 Degrees 10 Minutes 18 Seconds West 15.18 feet to a point; thence South 80 Degrees 8 Minutes 9 Seconds West 15.18 feet to a point; thence South 75 Degrees 7 Minutes 24 Seconds West 22.52 feet to a point; thence South 69 Degrees 8 Minutes 4 Seconds West 22.52 feet to a point; thence South 63 Degrees 54 Minutes 59 Seconds West 15.9 feet to a point; thence South 55 Degrees 38 Minutes 56 Seconds West 15.9 feet to a point; thence South 47 Degrees 22 Minutes 53 Seconds West 15.9 feet to a point; thence South 39 Degrees 6 Minutes 50 Seconds West 15.9 feet to a point; thence South 30 Degrees 50 Minutes 47 Seconds West 15.9 feet to a point; thence South 22 Degrees 34 Minutes 44 Seconds West 15.9 feet to a point; thence South 14 Degrees 18 Minutes 41 Seconds West 15.9 feet to a point; thence South 8 Degrees 6 Minutes 4 Seconds West 94.65 feet to a point; thence South 7 Degrees 20 Minutes 19 Seconds West 65.93 feet to a point; thence South 7 Degrees 44 Minutes 43 Seconds West 82.22 feet to a point; thence South 11 Degrees 35 Minutes 3 Seconds West 27.37 feet to a point; thence South 8 Degrees 42 Minutes 4 Seconds West 21.25 feet to a point; thence South 14 Degrees 22 Minutes 17 Seconds West 21.25 feet to a point; thence South 20 Degrees 2 Minutes 29 Seconds West 21.25 feet to a point; thence South 25 Degrees 42 Minutes 41 Seconds West 21.25 feet to a point; thence South 31 Degrees 22 Minutes 53 Seconds West 21.25 feet to a point; thence South 37 Degrees 3 Minutes 6 Seconds West 21.25 feet to a point; thence South 42 Degrees 43 Minutes 18 Seconds West 21.25 feet to a point; thence South 42 Degrees 1 Minutes 57 Seconds West 42.56 feet to a point; thence South 42 Degrees 30 Minutes 38 Seconds West 114.08 feet to a point; thence South 43 Degrees 31 Minutes 57 Seconds West 43.65 feet to a point; thence North 54 Degrees 17 Minutes 21 Seconds West 31.08 feet to a point; thence South 85 Degrees 6 Minutes 26 Seconds West 1164.95 feet to a point; thence North 3 Degrees 1 Minutes 7 Seconds East 516.58 feet to a point; thence South 85 Degrees 41 Minutes 0 Seconds West 974.08 feet to a point; thence North 89 Degrees 49 Minutes 47 Seconds West 696.3 feet to a point; thence North 28 Degrees 4 Minutes 19 Seconds West 1375.93 feet to a point; thence North 2 Degrees 20 Minutes 37 Seconds East 129.36 feet to a point; thence North 2 Degrees 25 Minutes 1 Seconds East 820.23 feet to a point; thence South 78 Degrees 1 Minutes 19 Seconds East 2747.92 feet to a point; thence South 12 Degrees 35 Minutes 36 Seconds East 231.87 feet to a point; thence South 89 Degrees 17 Minutes 34 Seconds East 1415.99 feet to a point back to the Point of True Beginning and containing 161.67 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 _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

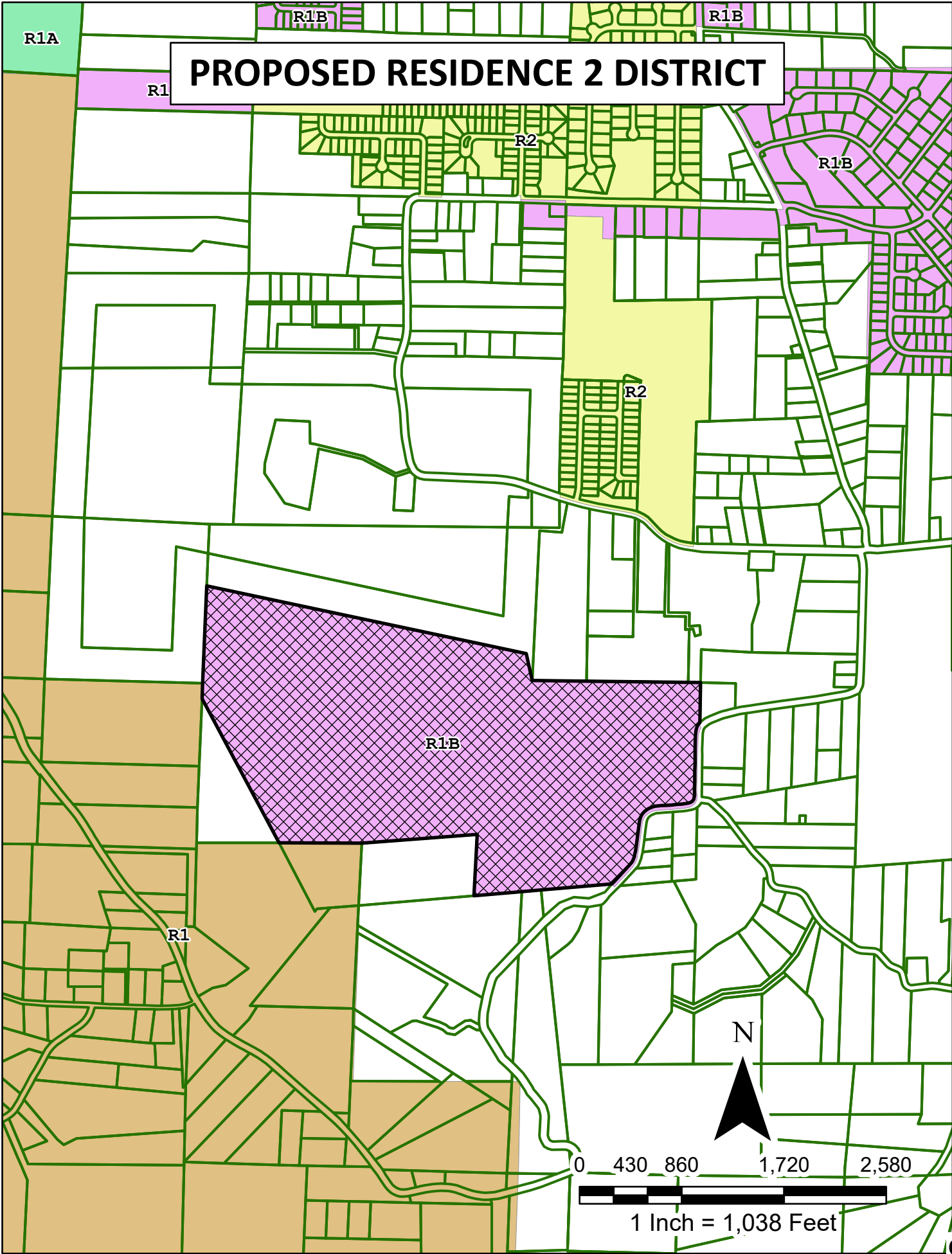
Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama





Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1399

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending the Zoning Ordinance Article 70 - Off-Street Parking and Loading Requirements to add Section 70.3 - Electric Vehicle Readiness Requirements; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - May 1 & 8, 2024; Ordinance - May 29, 2024

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: n/a

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/25/2024

File ID: TMP-4156

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending the Zoning Ordinance Article 70 - Off-Street Parking and Loading Requirements to add Section 70.3 - Electric Vehicle Readiness Requirements; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - May 1 & 8, 2024; Ordinance - May 29, 2024

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: n/a

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

Additional Comments:

RESOLUTION NO. 24-

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) Amend Zoning Ordinance ARTICLE 70 - OFF-STREET PARKING AND LOADING REQUIREMENTS, to add Section 70.3 - Electric Vehicle Readiness Requirements.
- (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 1st day of May, 2024, and the second publication shall be one week thereafter on the 8th day of May, 2024, 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 23rd day of May, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-_____, which is introduced by the City Council of the City of Huntsville on the 25th day of April, 2024, 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. 24-

**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, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 70 - OFF-STREET PARKING AND LOADING REQUIREMENTS, to add:

70.3 – Electric Vehicle Readiness Requirements

Where the required number of parking spaces equals 100 or more spaces then two (2) electric vehicle capable spaces shall be identified, and one (1) additional space shall be identified per 50 thereafter. The following standards are applicable:

70.3.1. These locations shall be installed with electrical panel space and load capacity to support a branch circuit and necessary raceways, both underground and/or surface mounted to support Electric Vehicle Supply Equipment (EVSE), which shall meet the electrical and conduit regulations and specifications as established by the governing electrical utility provider; and

70.3.2. Electric vehicle capable spaces shall be located at a minimum distance of 50 feet from any structure.

The above regulations do not require the installation of an electric charging station; however, it provides for a natural progression and location of appropriate infrastructure as technology advances.

Section 2. This ordinance shall take effect from and after the date of its publication.

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1400

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending the Zoning Ordinance Article 3 - Definitions, Section 3.1 - Interpretation, to amend the definitions for Dwelling; Dwelling, Multiple Family; Dwelling, Single Family; Dwelling, Two Family; Dwelling Unit; and Family; and to add the definitions for Domicile; Residence; and Transient; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - May 1 & 8, 2024; Ordinance - May 29, 2024

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: n/a

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/25/2024

File ID: TMP-4157

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on an ordinance amending the Zoning Ordinance Article 3 - Definitions, Section 3.1 - Interpretation, to amend the definitions for Dwelling; Dwelling, Multiple Family; Dwelling, Single Family; Dwelling, Two Family; Dwelling Unit; and Family; and to add the definitions for Domicile; Residence; and Transient; and the introduction of an Ordinance pertaining to the same. (Set May 23, 2024 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 - May 1 & 8, 2024; Ordinance - May 29, 2024

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: n/a

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

Additional Comments:

RESOLUTION NO. 24-

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) Amend Zoning Ordinance ARTICLE 3 - DEFINITIONS, Section 3.1 – Interpretation, to amend the definitions for Dwelling; Dwelling, Multiple Family; Dwelling, Single Family; Dwelling, Two Family; Dwelling Unit; and Family; and to add the definitions for Domicile; Residence; and Transient.
- (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 1st day of May, 2024, and the second publication shall be one week thereafter on the 8th day of May, 2024, 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 23rd day of May, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-_____, which is introduced by the City Council of the City of Huntsville on the 25th day of April, 2024, 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. 24-

**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, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 3 - DEFINITIONS, Section 3.1 – Interpretation, to modify the following definitions:

Dwelling - Any building or portion thereof which is used for residential purposes.

Dwelling, Multiple Family - A residence occupied by three (3) or more families, with separate housekeeping and cooking facilities for each.

Dwelling, Single Family - A detached residence occupied by one (1) family.

Dwelling, Two Family - A residence occupied by two (2) families only, with separate housekeeping and cooking facilities for each.

Dwelling Unit - Any portion of a building used as a separate abode for a family having its own cooking facilities.

Family - Any number of individuals living together as a single housekeeping unit and doing their cooking on the premises. May include domestic servants and gratuitous guests.

to read as follows:

Dwelling - Any building or portion thereof which is principally used solely as a residence for a family.

Dwelling, Multiple Family – Three or more dwelling units on a single lot.

Dwelling, Single Family – One detached or semi-detached dwelling unit on a single lot.

Dwelling, Two Family – Two dwelling units on a single lot.

Dwelling Unit – A dwelling used as a separate residence for one family with its own permanent facilities for living, sleeping, eating, cooking, and sanitation.

Family – One or more individuals living together as a single housekeeping unit and sharing common access to and common use of all living, cooking, and eating areas. May include domestic servants, caregivers, and gratuitous guests. The term does not include transients, occupants of a boarding house or rooming house, or occupants that act as separate roomers or boarders.

Section 2. Amend Zoning Ordinance ARTICLE 3 - DEFINITIONS, Section 3.1 – Interpretation, to add the following definitions:

Domicile – A family’s true, fixed, sole, and permanent home and place of habitation.

Residence – A residence is (1) a domicile; or (2) a family’s place of habitation for a period of 180 continuous days or more. This term does not include transient occupancy. Related terms, including, but not limited to, the terms reside, residing, resident, and residential, shall have meanings consistent with the term residence.

Transient – An individual or family who is temporarily boarding, rooming, lodging, or otherwise staying in a place for a period of less than 180 continuous days.

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

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1478

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way in Kildare Estates, Block 1-5, 1315 Meridian Street and 113 Oakwood Avenue; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set June 27, 2024, Regular Council Meeting).

Resolution No.
Resolution No.
Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: June 5, 12, 19 and 26, 2024

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:

Address: 1315 Meridian Street & 113 Oakwood Avenue

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4221

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way in Kildare Estates, Block 1-5, 1315 Meridian Street and 113 Oakwood Avenue; and introduction of a Resolution consenting to, and introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set June 27, 2024, Regular Council Meeting).

Resolution No.

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: June 5, 12, 19 and 26, 2024

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:

Address: 1315 Meridian Street & 113 Oakwood Avenue

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

Additional Comments:

RESOLUTION NO. 24-_____

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

1. That **113 Oakwood, LLC and Rishi and Tilak, LLC**, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the “Right-of-way” or the “Property”):

SEE EXHIBIT “A” - “PETITION FOR VACATION OF RIGHT-OF-WAY”

SEE EXHIBIT “B” - “DECLARATION OF VACATION OF RIGHT-OF-WAY”

SEE EXHIBIT “C” – “PUBLIC HEARING NOTICE”

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 305 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, June 27, 2024; and

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

4. That the City Clerk is hereby ordered to have public hearing notice contained in Exhibit “C” attached hereto (“Public Notice”), immediately published in *The Speakin’ Out News* for four consecutive weeks, with said notice to run beginning on June 5, June 12, June 19 and June 26, 2024.

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

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
 :
MADISON COUNTY)

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned **113 OAKWOOD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS EXCHANGE ACCOMMODATION TITLEHOLDER, UNDER THAT CERTAIN QUALIFIED EXCHANGE AGREEMENT DATED NOVEMBER 30 2023 and RISHI & TILAK, LLC, AN ALABAMA LIMITED LIABILITY COMPANY** being the owners of all land abutting the portion or public way described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

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

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

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has hereunto set our hand and seal the 23rd day of February, 2024.

**113 OAKWOOD, LLC, AN ALABAMA LIMITED
LIABILITY COMPANY, AS EXCHANGE
ACCOMMODATION TITLEHOLDER, UNDER
THAT CERTAIN QUALIFIED EXCHANGE
AGREEMENT DATED NOVEMBER 30 2023**

Wayne Jones
By: Wayne Jones
Its: Sole Member

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Wayne Jones whose name as Sole Member of **113 OAKWOOD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS EXCHANGE ACCOMMODATION TITLEHOLDER, UNDER THAT CERTAIN QUALIFIED EXCHANGE AGREEMENT DATED NOVEMBER 30 2023**, 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 Sole Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office, this the 23rd day of February, 2024.

Jacquelyn V. Munger
Notary Public
My Commission Expires: 6/29/2025

IN WITNESS WHEREOF, the undersigned has hereunto executed this instrument by its duly authorized representative this the 26th day of February, 2024.

RISHI & TILAK, LLC, an Alabama limited liability company



By: Sandipkumar Patel
Its: Member

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Sandipkumar Patel, whose name as Member of Rishi & Tilak, 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 Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the 26th day of February, 2024.



Notary Public

My Commission Expires:

6/29/2025

EXHIBIT "A"

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

AND ALSO:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest

Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates, thence North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **113 OAKWOOD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS EXCHANGE ACCOMMODATION TITLEHOLDER, UNDER THAT CERTAIN QUALIFIED EXCHANGE AGREEMENT DATED NOVEMBER 30 2023** and **RISHI & TILAK, LLC, an Alabama limited liability company** (collectively, the “Owners”) desiring to vacate that certain right-of-way hereinafter described, say as follows:

WHEREAS, the undersigned Owners own all land abutting the hereinafter described right-of-way; and,

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

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

WHEREAS, the undersigned, by this instrument, declares its intent to vacate the said right-of-way, hereinafter described; and,

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


NOW, THEREFORE, the undersigned Owners, being the owners of property abutting the said right-of-way hereinafter described, do hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said easement vacated and assenting to the vacation of the following described right-of-way, being described on **Exhibit “A”** attached hereto.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Owners have caused this instrument to be executed, on this 23rd day of February, 2024.

OWNERS:

113 OAKWOOD, LLC, AN ALABAMA
LIMITED LIABILITY COMPANY, AS
EXCHANGE ACCOMMODATION
TITLEHOLDER, UNDER THAT CERTAIN
QUALIFIED EXCHANGE AGREEMENT
DATED NOVEMBER 30, 2023


By: Wayne Jones
Its: Sole Member

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Wayne Jones whose name as Sole Member of **113 OAKWOOD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS EXCHANGE ACCOMMODATION TITLEHOLDER, UNDER THAT CERTAIN QUALIFIED EXCHANGE AGREEMENT DATED NOVEMBER 30, 2023**, 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 Sole Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office, this the 23rd day of February, 2024.


Notary Public
My Commission Expires: 6/29/2025

IN WITNESS WHEREOF, the undersigned Owners have caused this instrument to be executed, on this 26th day of February, 2024.

OWNERS:

RISHI & TILAK, LLC, an Alabama limited liability company



By: Sandipkumar Patel
Its: Member

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Sandipkumar Patel, whose name as Member of Rishi & Tilak, 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 Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the 26th day of February, 2024.



Notary Public

My Commission Expires:

6/29/2025

EXHIBIT "A"

RIGHT-OF-WAY TO BE VACATED

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

AND ALSO:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

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Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

The above-described property shall remain subject to an easement for utilities and drainage in favor of the City of Huntsville, Alabama.

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 305 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, June 27, 2024.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way which runs along 1315 Meridian Street and 113 Oakwood Avenue which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

WEST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates, thence North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

EAST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities known to have facilities or equipment within the public Right-of-way or Utility and Drainage Easement of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 305 Fountain Circle, 4th Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 24-_____

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

1. That 113 Oakwood, LLC, and Rishi and Tilak, LLC, are the sole landowners abutting the property hereinafter described, made application for the vacation of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

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

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

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

5. That the filing of the resolution with the Judge of Probate of Madison County, Alabama, shall operate as a declaration of the City's vacation of the Right-of-Way as described herein and shall divest all public rights and liabilities, including any rights which may have been acquired by prescription, in that part of the Right-of-Way. Title and all public rights shall vest in the abutting landowners, 113 Oakwood, LLC, and Rishi and Tilak, LLC.

6. That notice of this resolution shall be published in The Speakin' Out News no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described Right-of-Way and that the above described Property be and is converted to public Utility and Drainage Easement, and the same is hereby vacated and annulled and all public rights therein divested of the Property.

ADOPTED this the 27th day of June, 2024.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 27th day of June, 2024.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Legal Description of Right-of-Way

STATE OF ALABAMA COUNTY OF MADISON

WEST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates, thence North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

EAST HALF:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecorded.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

ORDINANCE NO. 24-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a right-of-way; that the applicants have represented to the City of Huntsville that **113 Oakwood, LLC**, and **Rishi and Tilak, LLC**, are the owners of the property across which said right-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

Section 2. Pursuant to the findings in Section 1 hereinabove, the Mayor of the City of Huntsville, Alabama, is hereby authorized, requested and directed to execute quitclaim deeds vacating the right-of-way hereinafter described, said deeds 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, ALABAMA, an Alabama municipal corporation**, hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid to it by **113 OAKWOOD, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS EXCHANGE ACCOMMODATION TITLEHOLDER, UNDER THAT CERTAIN QUALIFIED EXCHANGE AGREEMENT DATED NOVEMBER 30, 2023**, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said 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:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the West Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Commencing at a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at Southeast corner of Lot 16, Block 2, Kildare Subdivision of McCormick Estates, said corner is also located on the West margin of an 80 foot right-of-way for Meridian Street, thence leaving said West margin of a 80 foot right-of-way for Meridian Street, North 69 degrees 42 minutes 16 seconds West a distance of 100.00' feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Southwest Corner of said Lot 16, Block 2, Kildare Subdivision of McCormick Estates, thence North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, and the Point Of Beginning.

Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, said point is also located North 20 degrees 17 minutes 44 seconds East a distance of 65.49 feet from a 1 inch hollow pipe stamped found at the Southeast Corner of said Lot 25, Block 2, Kildare Subdivision of McCormick Estates, thence along said East Boundary Line of Lot 25, Block 2, Kildare Subdivision of McCormick Estates, North 20 degrees 17 minutes 44 seconds East a distance of 161.91 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, South 20 degrees 17 minutes 44 seconds West a distance of 163.84 feet to The Point Of Beginning. Containing 921.5 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecord.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor and attested by its City Clerk, on this the 27 day of June, 2024.

ATTEST:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Shaundrika Edwards, City Clerk

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TOMMY BATTLE and SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 27th day of June, 2024.

Notary Public
My Commission Expires: _____

Pursuant to and in accordance with Section 40-22-1 of the *Code of Alabama (1975)*, the following information is offered in lieu of submitting Form RT-1:

Date of Transfer: _____, 2024
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 8624 Memorial Parkway SW, Huntsville, AL 35802
Property Address: Vacation of easement at 113 Oakwood Ave, Huntsville, AL 35801
Purchase Price: \$0 – Nominal value for vacation of easement

THIS INSTRUMENT WAS PREPARED BASED UPON INFORMATION PROVIDED BY THE GRANTEE. NO TITLE EXAMINATION HAS BEEN PERFORMED BY THE PREPARER OF THIS DEED AND NO OPINION HAS BEEN EXPRESSED OR RENDERED WITH RESPECT TO THE TITLE OR LEGAL DESCRIPTION OF THE ABOVE DESCRIBED REAL PROPERTY.

This instrument was prepared by: MATTHEW R. HARRISON, HARRISON & GAMMONS, P.C., 2430 L&N Drive, Huntsville, AL 35801, 256-533-7711 (HG)

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation**, hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid to it by **RISHI & TILAK, LLC, an Alabama limited liability company**, hereinafter referred to as "Grantee", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said 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:

All that part of the Southwest Quarter of Section 25, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being the East Half of an Alleyway easement to be vacated, said Alleyway is located along the West Boundary Line of Lot 16 thru 24, Block 2, Kildare Subdivision of McCormick Estates and along the East Boundary Line of part of Lot 25, Block 2, Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

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Thence from the Point Of Beginning continue North 69 degrees 42 minutes 16 seconds West a distance of 5.66 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set at the Center Line of an Alleyway easement, thence along said Center Line of said Alleyway easement, North 20 degrees 17 minutes 44 seconds East a distance of 163.84 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the South margin of an 80 foot right-of-way for Oakwood Avenue, thence along said South margin of an 80 foot right-of-way for Oakwood Avenue, South 88 degrees 33 minutes 01 seconds East a distance of 5.98 feet to a 5/8 inch capped rebar stamped (HLSS INC CA0670LS) set on the West Boundary Line of Lot 24, Block 2, Kildare Subdivision of McCormick Estates, thence along Lot 24, 23, 22, 21, 20, 19, 18, 17, and 16 Kildare Subdivision of McCormick Estates, South 20 degrees 17 minutes 44 seconds West a distance of 165.77 feet to The Point Of Beginning. Containing 932.6 square feet more or less and being a part of an Alleyway located in Block 2 of Kildare Subdivision of McCormick Estates as shown by map or plat of said addition, on file and of record in Plat Book 1, Page 164, in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama.

SUBJECT TO all Right of Ways and any easements recorded or unrecord.

GRANTOR hereby EXCEPTS AND RESERVES an Easement for the purpose of a Utility and Drainage Easement in, on, over and under the entirety of the above described property, including but not limited to the existing storm structures and drainage features.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, all of Grantor's right, title, interest and claim in and to the above described real estate.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this quitclaim deed to be signed on its behalf by its Mayor and attested by its City Clerk, on this the 27 day of June, 2024.

ATTEST:

**CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation**

By: _____
Shaundrika Edwards, City Clerk

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TOMMY BATTLE and SHAUNDRIKA EDWARDS, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 27th day of June, 2024.

Notary Public
My Commission Expires: _____

Pursuant to and in accordance with Section 40-22-1 of the *Code of Alabama (1975)*, the following information is offered in lieu of submitting Form RT-1:

Date of Transfer: _____, 2024
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address: 1315 Meridian Street, Huntsville, AL 35801
Property Address: Vacation of easement at 1315 Meridian Street, Huntsville, AL 35801
Purchase Price: \$0 – Nominal value for vacation of easement

THIS INSTRUMENT WAS PREPARED BASED UPON INFORMATION PROVIDED BY THE GRANTEE. NO TITLE EXAMINATION HAS BEEN PERFORMED BY THE PREPARER OF THIS DEED AND NO OPINION HAS BEEN EXPRESSED OR RENDERED WITH RESPECT TO THE TITLE OR LEGAL DESCRIPTION OF THE ABOVE DESCRIBED REAL PROPERTY.

This instrument was prepared by: MATTHEW R. HARRISON, HARRISON & GAMMONS, P.C., 2430 L&N Drive, Huntsville, AL 35801, 256-533-7711 (HG)

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 27th day of June, 2024.

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

APPROVED this the 27th day of June, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1479

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: \$27,743,631.47

Total Cost: \$27,743,631.47

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: \$27,743,631.47



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4213

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: \$27,743,631.47

Total Cost: \$27,743,631.47

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: \$27,743,631.47

RESOLUTION NO. 24 - _____

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

\$27,743,631.47

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

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

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

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

FROM 05/01/24 through 05/14/24

CITY COUNCIL MEETING

05/23/24

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 11,241,302.22
1005	HEALTH & LIFE BENEFITS	\$ (152,664.22)
1010	GENERAL RESTRICTED DONATIONS	\$ 17,725.99
2000	PUBLIC TRANSIT	\$ 261,052.27
2001	PUBLIC TRANSIT STATION GRANT	\$ -
2100	COMMUNITY DEV BLOCK GRANT	\$ 66,957.85
2101	COMMUNITY DEV COVID	\$ -
2200	COMMUNITY DEV HOUSING	\$ 16,700.73
2201	COMMUNITY DEV ARP	\$ -
2300	OTHER GRANTS	\$ 40,331.74
2500	OTHER GRANTS	\$ 17,244.00
2600	OPOID SETTLEMENT	\$ -
3000	6.5 MILL DEBT PROPERTY TAX	\$ -
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ -
3020	1990 CAPITAL IMPROVEMENTS	\$ 655,972.98
3030	1990 SCHOOL SUPPORT	\$ -
3040	LODGING & LIQUOR TAXES	\$ 125,653.37
3050	1% LODGING TAX 2003	\$ 6,725.75
3060	1% LODGING TAX 2013	\$ -
3080	2014 CAPITAL IMPROVEMENTS	\$ 3,122,290.17
3204	TIF 4	\$ -
3205	TIF 5	\$ -
3206	TIF 6	\$ -
3207	TIF 7	\$ 93,971.62
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
3310	7 CENT STATE GASOLINE TAX	\$ 8,688.77
3320	ALABAMA TRUST DISTRIBUTION	\$ -
3400	FEDERAL COURT ASSET FORFEITURE	\$ -
3410	TREASURY ASSET FORFEITURE	\$ -
3420	CIRCUIT COURT ASSET FORFEITURE	\$ -
3430	STAC SEIZURE-CIR COURT	\$ 3,863.27

3435	STAC SEIZURE-FED COURT	\$	-
3500	1995 CORRECTIONS	\$	-
3510	COURT VICTIM RESTITUTION	\$	-
3520	COURT \$2 REVENUE	\$	-
3560	CEMETERY PERPETUAL CARE	\$	-
3700	CUMMINGS RESEARCH PARK	\$	398.50
3900	EMERGENCY MANAGEMENT AGENCY	\$	56,293.55
3910	ALABAMA CONSTITUTION VILLAGE	\$	66,747.67
3930	BURRITT MEMORIAL COMMITTEE	\$	47,350.98
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	\$	4,812,031.52
4014	VBC - CAPITAL PROJECTS	\$	-
4015	PBA - NEW CITY HALL	\$	509,075.14
4016	2022 VBC DEBT BORROW	\$	-
4017	2023 FUTURE PROJECT BORROW	\$	3,000.00
4018	2023B APOLLO BORROW	\$	701,918.11
4019	2023D SCHOOL BORROW	\$	1,606,884.05
4020	VBC BORROW	\$	-
5000	DEBT SERVICE	\$	-
6000	WATER POLLUTION CONTROL	\$	1,691,731.74
6010	WPC CMOM RESERVE	\$	85,890.08
6020	WPC R&R RESERVE	\$	89,081.26
6030	WPC ECONOMIC DEVELOPMENT	\$	144,470.56
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	-
6050	2023C WPC SEWER BORROW	\$	1,611,609.83
6200	SANITATION	\$	828,834.88
6500	PBA - AMPHITHEATER	\$	-
7000	POST-RETIREMENT BENEFITS TRUST	\$	(37,502.91)
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	-
TOTAL		\$	27,743,631.47

Vendor Expense Report

05/01/2024 through 05/14/2024

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2024-04	POP THRU 4/30/24 CONSULTING SVCS - RES NO 23-1062	95327	5/14/2024	9,000.00
		1000-19-00000-515370-00000000-	2024-05	POP THRU 5/31/24 CONSULTING SVCS - RES NO 23-1062	95327	5/14/2024	9,000.00
		Total Paid by Vendor					18,000.00
	A B WILDLIFE REMOVAL LLC	1000-14-14310-515370-00000000-	43024	POP 5/1/24 MISC. LOCATIONS WILDLIFE REMOVAL	95328	5/14/2024	325.00
		Total Paid by Vendor					325.00
	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	1006232	COM TX 043024/1006232	95174	5/7/2024	185.00
		1000-15-15100-513030-00000000-	1006232	COM TX 043024/1006232	95174	5/7/2024	150.00
		1000-15-15100-513030-00000000-	1006232	COM TX 043024/1006232	95174	5/7/2024	150.00
		Total Paid by Vendor					485.00
	ADORAMA INC	1000-41-41110-515340-00000000-	34574869	DRONE CHARGERS	95176	5/7/2024	270.00
		1000-41-41110-515340-00000000-	34581953	DRONE CHARGERS	95329	5/14/2024	270.00
		Total Paid by Vendor					540.00
	AFLAC	1000-00-00000-210290-00000000-	U1199/946637	APRIL 2024 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90003499	5/14/2024	2,356.86
		1000-00-00000-210300-00000000-	U1199/946637	APRIL 2024 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90003499	5/14/2024	1,757.48
		Total Paid by Vendor					4,114.34
	AHEAD, INC	1000-17-17300-520200-00000000-	BD0105133	PALO ALTO - PA 440	95177	5/7/2024	6,068.47
		Total Paid by Vendor					6,068.47
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	351543	Payroll Run 1 - Warrant 240428	95151	5/2/2024	23,617.31
		Total Paid by Vendor					23,617.31
	ALABAMA DEPARTMENT OF LABOR	1000-53-53200-513010-PK1051XX-	E112890	ELEVATOR CERTIFICATES OF OPERATION	95331	5/14/2024	150.00
		Total Paid by Vendor					150.00
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	351545	Payroll Run 1 - Warrant 240428	95153	5/2/2024	1,405.92
		1000-00-00000-210130-00000000-	APRIL 24 STATE TAX	STATE WITHHOLDING TAX APRIL 2024	95170	5/2/2024	444,625.75
		Total Paid by Vendor					446,031.67
							465.48
	ALABAMA FLAG & BANNER	1000-42-42100-515340-00000000-	341177	HONOR GUARD FLAG	90003432	5/7/2024	283.50
		1000-14-14300-513010-00000000-	341228	2024 BLANKET PO FLAGS AND REPAIRS	90003501	5/14/2024	374.00
		1000-14-14300-513010-00000000-	341242	2024 BLANKET PO FLAGS AND REPAIRS	90003501	5/14/2024	1,122.98
		Total Paid by Vendor					1,230.00
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	351540	Payroll Run 1 - Warrant 240428	95152	5/2/2024	1,230.00
		Total Paid by Vendor					1,230.00
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52500-513010-00000000-	13781	PINE BARK FOR RESEARCH PARK - WEST	90003433	5/7/2024	1,550.00
		Total Paid by Vendor					1,550.00
	ALL SHARPE INC	1000-15-15100-513030-00000000-	50734	COM TX 043024/50734	95179	5/7/2024	120.00
		1000-15-15100-513030-00000000-	50735	COM TX 043024/50735	95179	5/7/2024	120.00
		1000-15-15100-513030-00000000-	50755	COM TX 043024/50755	95179	5/7/2024	40.00
		1000-15-15100-513030-00000000-	50756	COM TX 043024/50756	95179	5/7/2024	40.00
		Total Paid by Vendor					320.00
	ALLGAS INC	1000-55-55400-514010-00000000-	3975749	POP:05/01/24- MAINTENANCE PROPANE BLANKET	95180	5/7/2024	59.11
		Total Paid by Vendor					59.11
	ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1181115	ANIMAL LICENSE RENEWAL LETTERS - BLANKET	95333	5/14/2024	233.20
		Total Paid by Vendor					233.20
	ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446122 4/28/24	PPE 4/28/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	95181	5/7/2024	11,103.54
		1000-00-00000-210300-00000000-	M0116446122 4/28/24	PPE 4/28/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	95181	5/7/2024	8,418.02
		Total Paid by Vendor					19,521.56
	AMANDA ELLIOTT	1000-41-41100-515340-00000000-	922	MISC DESIGN PRINTING COSTS - BLANKET PO	95334	5/14/2024	450.00
		1000-30-30100-515340-00000000-	911	POP:3/13/24 GRAPHIC DESIGN WORK BLANKET	95334	5/14/2024	1,250.00
		Total Paid by Vendor					1,700.00
	AMAZON CAPITAL SERVICES INC	1000-14-14100-515340-00000000-	14YW-RPDL-R317	615 WASHINGTON ST 35801 256-427-5663	90003434	5/7/2024	9.99
		1000-30-30200-515310-00000000-	1J6G-FWVW-WT7X	2411 9TH AVE. SW, KEVIN R. 256-564-8026	90003434	5/7/2024	69.98
		1000-42-42100-515340-00000000-	1Q4C-V1CV-1V6R	MISC ITEMS RTACKETT 2219 HALL AVE 2564275259	90003434	5/7/2024	415.74
		1000-42-42100-515340-00000000-	1KWW-VH7M-L4Q6	SCREEN PROTECTORS LAVADAMASON 2219HALLAVE 8833979	90003434	5/7/2024	857.99
		1000-18-00000-515340-00000000-	1L67-16PP-HNJK	OFC SUPPLIES.308 FOUNTAINCIR 6THFLR.JCOX.427-5026	90003434	5/7/2024	67.02
		1000-42-42100-515340-00000000-	1W6D-HWHD-6JLX	BOOM ORDER LAVADA MASON 2219 HALL AVE 883-3979	90003434	5/7/2024	113.10
		1000-41-41204-515340-00000000-	1WK9-FPX9-3Q6H	Z. GOSHERT/704 FIBER ST/256-427-7034	90003434	5/7/2024	511.40
		1000-17-17400-520200-00000000-	1C7F-L3F3-PPRN	PUNCHOUT DP TO HDMI ADAPTERS	90003434	5/7/2024	137.95
		1000-50-00000-515160-00000000-	1NMN-RYNG-NXFK	STEFANY MCBRIDE, 4950 TRIANA BLVD, 256-650-4751	90003434	5/7/2024	45.56
		1000-17-17400-520200-00000000-	1QJT-CP3-Q7M7	PUNCHOUT USB CABLES	90003434	5/7/2024	114.33

	1000-53-53100-520500-00000000-	1Y66-YKRM-6FGR	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90003434	5/7/2024	115.16
	1000-30-30200-515340-00000000-	1PQ3-WYP9-DD6G	2411 9TH AVE. SW, DORIANNE J. 256-564-8026	90003434	5/7/2024	874.44
	1000-50-00000-515340-00000000-	1HGF-CG3N-7TW1	STEFANY MCBRIDE, 4950 TRIANA BLVD, 256-650-4751	90003502	5/14/2024	98.04
	1000-12-12100-515340-00000000-	1PJK-LJQQ-H1CV	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	90003502	5/14/2024	79.02
	1000-50-00000-515340-00000000-	1CWT-7W4G-X6HM	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90003502	5/14/2024	80.94
	1000-14-14300-515340-00000000-	1HNH-FMY9-67XH	615 WASHINGTON ST 35801 256-427-5663 D STOREY	90003502	5/14/2024	179.99
	1000-30-30200-515520-00000000-	13VD-9LHW-NVPT	2411 9TH AVE. SW, KEVIN READY 256-564-8026	90003502	5/14/2024	14.95
	1000-52-52100-515340-00000000-	13XH-J3GX-RXTY	E NORTON 3242 LEEMAN FERRY 256-427-5405	90003502	5/14/2024	790.65
	1000-52-52400-515340-00000000-	1FWN-DQYH-GVGC	E NORTON 3242 LEEMAN FERRY 256-427-5405	90003502	5/14/2024	14.93
	1000-53-53200-513010-PK1030XX-	1FDR-44JV-WYYN	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90003502	5/14/2024	149.95
	1000-18-00000-515340-00000000-	1X66-MXK6-HLMV	OFC SUPPLIES.308 FOUNTAINCIR 6THFLR.JCOX.427-5026	90003502	5/14/2024	151.36
	1000-14-14300-515340-00000000-	1KGX-GHD3-DD17	615 WASHINGTON ST 35801 256-427-5660 D STOREY	90003502	5/14/2024	239.95
	1000-14-14300-515340-00000000-	1PTP-J6Y1-CMQK	615 WASHINGTON ST 35801 256-427-5663 D STOREY	90003502	5/14/2024	155.55
	1000-30-30200-515520-00000000-	1NMK-JTK3-6YYQ	2411 9TH AVE. SW, KEVIN READY 256-564-8026	90003502	5/14/2024	903.82
	1000-00-00000-140110-00000000-	163R-QQL3-XTGW	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	90003502	5/14/2024	66.55
	1000-41-41305-515340-00000000-	1W76-X6Y7-V9VX	R.SIEVERS/704 FIBER ST/256-427-7034	90003502	5/14/2024	29.97
	1000-17-17100-515340-00000000-	1Q3N-PVHV-VD4L	Lena Ard / 308 Fountain Circle / 256-427-5097	90003502	5/14/2024	153.25
	1000-17-17100-515340-00000000-	1Q3N-PVHV-VD4L	Lena Ard / 308 Fountain Circle / 256-427-5097	90003502	5/14/2024	-2.28
	1000-13-13100-515340-00000000-	16PH-6QH9-1FWV	SHOUSTON/4TH FL/308FOUNTAIN CIR/4275284	90003502	5/14/2024	361.03
	1000-53-53400-515340-00000000-	13X4-PW36-4Q1P	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90003502	5/14/2024	122.50
	1000-42-42100-515340-00000000-	11H9-NHY9-NHTR	JPAD CASE,JFAIN,2219 HALL,2566504722	90003502	5/14/2024	188.08
	1000-52-52200-515340-00000000-	11H9-NHY9-F6DQ	3242 LEEMAN FERRY RD N PRATT 256-564-8030	90003502	5/14/2024	285.30
	1000-13-13100-515340-00000000-	13HN-GX6N-7N9M	SHOUSTON/4TH FL/308FOUNTAIN CIR/4275284	90003502	5/14/2024	27.86
	Total Paid by Vendor					7,424.07
ANGELA GILLILAN	1000-30-30200-515370-00000000-	A. GILLIAN-050224	POP: 04/01/24-04/30/24 INST GROUP EXERCISE CLASSES	90003503	5/14/2024	125.00
	1000-30-30200-515370-00000000-	A. GILLIAN-050224A	POP: 04/01/24-04/30/24 INST GROUP EXERCISE CLASSES	90003503	5/14/2024	125.00
	Total Paid by Vendor					250.00
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	285231	POP:4/1-4/30/24 - LOW INCOME SPAY/NEUTER/RABIES	95337	5/14/2024	1,750.00
	Total Paid by Vendor					1,750.00
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	60Q45224	POP: 03/30/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,933.20
	1000-52-52200-515370-00000000-	60S69524	POP: 03/30/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	4,835.00
	1000-52-52200-515370-00000000-	59N79424	POP: 03/16/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	5,478.41
	1000-52-52200-515370-00000000-	59N79524	POP: 03/16/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,113.60
	1000-52-52200-515370-00000000-	60F12524	POP: 03/23/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,672.60
	1000-52-52200-515370-00000000-	60F12624	POP: 03/23/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,788.60
	1000-52-52200-515370-00000000-	60F12724	POP: 03/23/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	5,703.80
	1000-52-52200-515370-00000000-	59N79324	POP: 03/16/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,378.80
	1000-52-52200-515370-00000000-	58V93424	POP: 03/09/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,359.48
	1000-52-52200-515370-00000000-	58V93524	POP: 03/09/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	5,559.20
	1000-52-52200-515370-00000000-	58K13924	POP: 03/02/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	6,481.25
	1000-52-52200-515370-00000000-	58K14024	POP: 03/02/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	4,790.10
	1000-52-52200-515370-00000000-	58K14124	POP: 03/02/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	3,466.60
	1000-52-52200-515370-00000000-	60S69624	POP: 03/30/24-TREE REMOVAL/TREE PRUNING SVC	95184	5/7/2024	7,106.60
	1000-52-52200-515370-00000000-	58V93324	POP: 03/09/24-TREE REMOVAL/TREE PRUNING SVC	95339	5/14/2024	5,310.36
	Total Paid by Vendor					87,977.60
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-69030-01-0424	POP: 03/22/24-04/24/24 UTILITIES FIRE STATION 18	90003505	5/14/2024	822.29
	1000-14-14100-515700-00000000-	136-69035-00-0424	POP: 03/19/24-04/23/24 UTILITIES FIRE STATION 18	90003505	5/14/2024	7.54
	1000-14-14100-515700-00000000-	136-73293-00-0424	POP: 03/19/24-04/22/24 UTILITIES FIRE STATION 18	90003505	5/14/2024	40.39
	Total Paid by Vendor					870.22
ATLANTECH RESELLERS INC	1000-17-17300-520200-00000000-	593751	ETHERNET CABLING AND PLUGS	90003439	5/7/2024	3,085.10
	1000-17-17300-520200-00000000-	593092	ANALOG PHONE ADAPTOR	90003439	5/7/2024	677.99
	Total Paid by Vendor					3,763.09
ATTORNEY GENERAL OF TEXAS	1000-00-00000-210180-00000000-	351557	Payroll Run 1 - Warrant 240428	95154	5/2/2024	133.85
	Total Paid by Vendor					133.85
AXON ENTERPRISE INC	1000-43-00000-515340-00000000-	INUS246360	MUNICIPAL COURT CARTRIDGE FOR MARSHALS / NETTA S.	95341	5/14/2024	1,089.09
	Total Paid by Vendor					1,089.09
A-Z OFFICE RESOURCE INC	1000-10-10300-515340-00000000-	5718039-0	ANDREA, 308 FOUNTAIN CIRCLE, 2564275073	90003430	5/7/2024	363.95
	1000-74-74100-515340-00000000-	5722095-0	FMARTIN 308 FOUNTAIN CIR 2ND FLR, 256-427-5411	90003430	5/7/2024	272.08
	1000-18-00000-515340-00000000-	5722801-0	OFC SUPPLIES.308 FOUNTAINCIR 6THFLR.JCOX.427-5026	90003430	5/7/2024	510.54
	1000-41-41100-515340-00000000-	5717518-1	704 FIBER / D. MORGAN 256-427-7174	90003430	5/7/2024	45.44
	1000-18-00000-515340-00000000-	5722801-1	OFC SUPPLIES.308 FOUNTAINCIR 6THFLR.JCOX.427-5026	90003498	5/14/2024	88.88
	1000-52-52100-515340-00000000-	5726952-0	LM SECRETARY NAME PLATE	90003498	5/14/2024	7.67

	1000-00-00000-140110-00000000-	5726217-2	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	90003498	5/14/2024	73.06
	1000-00-00000-140110-00000000-	5726217-1	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	90003498	5/14/2024	211.04
	1000-00-00000-140110-00000000-	5726217-0	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	90003498	5/14/2024	787.96
	Total Paid by Vendor					2,360.62
B&H FOTO & ELECTRONICS CORP	1000-10-00000-515340-00000000-	223471511	CAMERA MIC WINDSCREENS	95186	5/7/2024	29.25
	1000-10-00000-515340-00000000-	223450090	CAMERA MIC WINDSCREENS	95342	5/14/2024	29.25
	Total Paid by Vendor					58.50
BADGEPASS INC	1000-16-16100-515340-00000000-	INV115319	ID CARD PRINTER - SUPPLIES	95343	5/14/2024	1,310.00
	Total Paid by Vendor					1,310.00
BAGBY ELEVATOR COMPANY INC	1000-53-53200-513010-PK1020XX-	SCHED00000316877	POP: 05/01/24 -REG SVC-ELVTR MNT	95344	5/14/2024	832.00
	1000-53-53200-513010-PK1040XX-	SCHED00000316875	POP 05/01/2024 BLANKET PO REG SVC-ELVTR MNT	95344	5/14/2024	520.00
	1000-53-53200-513010-PK1030XX-	SCHED00000316876	POP: 05/01/2024 BLANKET PO- REG SVC-ELVTR MNT	95344	5/14/2024	820.00
	1000-14-14300-515370-00000000-	SCHED000000316878	POP: 05/01/24 2024 ELEVATOR SVCS ADMIN BUILD	95344	5/14/2024	624.00
	1000-14-14300-515370-00000000-	SCHED000000316879	POP: 05/01/24 2024 PUBLIC SVCS BLD ELEVATOR SVCS	95344	5/14/2024	416.00
	1000-14-14300-515370-00000000-	SCHED000000316880	POP: 05/01/24 HSV TENNIS CENTER ELEVATOR SERVICES	95344	5/14/2024	208.00
	1000-14-14300-515370-00000000-	SCHED000000316881	POP: 05/01/24 POL-PREC/FIRE ELEVATOR SERVICES	95344	5/14/2024	208.00
	1000-14-14300-515370-00000000-	SCHED00000316882	POP: 05/01/24 LOWE MILL ELEVATOR SERVICES	95344	5/14/2024	208.00
	1000-14-14300-515370-00000000-	SCHED000000316883	POP: 05/01/24 MUN.JUST SAFE ELEVATOR SERVICES	95344	5/14/2024	416.00
	1000-14-14300-515370-00000000-	SCHED000000316884	POP: 05/01/24 VISITOR CENTER ELEVATOR SERVICES	95344	5/14/2024	208.00
	Total Paid by Vendor					4,460.00
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	28727057193605012024	POP: 03/24/24-04/23/24 ATT MOBILITY FOR FIRE	95340	5/14/2024	123.72
	Total Paid by Vendor					123.72
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	994501	POP THRU 04/30/24 - OUTSIDE LEGAL SERVICES	95345	5/14/2024	616.00
	Total Paid by Vendor					616.00
BLAIR AND SONS INC	1000-53-53200-513010-00000000-	93252	BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES	95347	5/14/2024	20.00
	1000-53-53200-513010-00000000-	92082	BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES	95347	5/14/2024	150.00
	Total Paid by Vendor					170.00
BOBBY SCHRIMSHER & SONS GENERAL CONTRACTOR INC	1000-70-70200-515370-00000000-	1111	POP 4/25/24 STRUCTURAL EVALUATION REPORT	95191	5/7/2024	275.00
	1000-70-70200-515370-00000000-	1110	POP 4/25/24 STRUCTURAL EVALUATION REPORT	95190	5/7/2024	225.00
	Total Paid by Vendor					500.00
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	04/03/24 1ST SESSION	POP: 04/03/24-DDC INSTRUCTOR SERVICES FY24	95348	5/14/2024	100.00
	1000-43-00000-515370-00000000-	04/30/24 1ST SESSION	POP: 04/30/24 DDC INSTRUCTOR SERVICES FY24	95192	5/7/2024	120.00
	1000-43-00000-515370-00000000-	05/06/24 1ST SESSION	POP: 05/06/24 DDC INSTRUCTOR SERVICES FY24	95348	5/14/2024	100.00
	1000-43-00000-515370-00000000-	05/08/24 2ND SESSION	POP: 05/08/24 DDC INSTRUCTOR SERVICES FY24	95348	5/14/2024	100.00
	Total Paid by Vendor					420.00
BOWMANS ENTERPRISES INC	1000-30-30100-515340-00000000-	5465	NAME PLATE FOR RACQUEL LEE FACILITY MAINT SPVSR	95193	5/7/2024	17.00
	1000-13-13100-515340-00000000-	5436	STAMP FOR FINANCE	95350	5/14/2024	77.90
	Total Paid by Vendor					94.90
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1741159	POP THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003509	5/14/2024	7,150.00
	1000-18-00000-515372-00000000-	1741160	POP THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003509	5/14/2024	21,817.50
	Total Paid by Vendor					28,967.50
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	18974	2024 BLANKET PO MEDECO KEY SYSTEM & MISC.	95195	5/7/2024	50.00
	1000-14-14300-513010-00000000-	18976	2024 BLANKET PO MEDECO KEY SYSTEM & MISC.	95195	5/7/2024	60.00
	1000-14-14300-513010-00000000-	19048	POP: 5/7/24 MEDECO KEY SYSTEM & MISC.	95351	5/14/2024	75.00
	1000-14-14300-513010-00000000-	19007	M4 KEY BLANKS	95351	5/14/2024	965.00
	1000-14-14300-513010-00000000-	18919	POP 4/23/24-4/24/24 MEDECO KEY SYSTEM & MISC.	95351	5/14/2024	20.00
	Total Paid by Vendor					1,170.00
BSN SPORTS LLC	1000-30-30200-515340-00000000-	925316363	PICKLEBALLS FOR MAX LUTHER PICKLEBALL PROGRAM	95196	5/7/2024	221.39
	Total Paid by Vendor					221.39
BUDDYS SMALL ENGINES INC	1000-52-52300-515340-00000000-	163110	VARIOUS ITEMS - LANDSCAPE (BLANKET)	95352	5/14/2024	59.51
	1000-52-52600-515340-00000000-	162947	VARIOUS ITEMS - LANDSCAPE (BLANKET)	95352	5/14/2024	449.88
	1000-52-52300-515340-00000000-	163298	BILLY GOAT EQUIPMENT FOR SPORTS	95352	5/14/2024	2,460.68
	Total Paid by Vendor					2,970.07
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71231797	POP: 5/1/24 SARGEANT & KESCO KEYS & MISC.	95353	5/14/2024	378.42
	Total Paid by Vendor					378.42
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	BW27559	ANIMAL MEDICAL/DRUGS NOT ON BID - BLANKET	95362	5/14/2024	709.61
	1000-50-00000-515161-00000000-	BW49498	ANIMAL MEDICAL/DRUGS NOT ON BID - BLANKET	95362	5/14/2024	652.80
	1000-50-00000-515161-00000000-	BW49635	ANIMAL MEDICAL/DRUGS NOT ON BID - BLANKET	95362	5/14/2024	625.20
	Total Paid by Vendor					1,987.61
C SPIRE BUSINESS	1000-41-41100-515340-00000000-	C021246423	SWITCHES FOR ACT BUILDING	95197	5/7/2024	3,837.26
	Total Paid by Vendor					3,837.26
CALVIN FARIER	1000-19-00000-515190-00000000-	FY24-110	SETTLEMENT OF CLAIM FY24-110	95354	5/14/2024	665.69

	Total Paid by Vendor					665.69
CALWEN, INC	1000-42-42100-515340-00000000-	133750	SWIFTWATER DRY SUITS	95198	5/7/2024	4,295.00
	Total Paid by Vendor					4,295.00
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0415682-IN	LEASHES/COLLARS/CAT BOXES - BLANKET	95355	5/14/2024	1,217.04
	Total Paid by Vendor					1,217.04
CANON SOLUTIONS AMERICA INC	1000-17-17100-515250-00000000-	6007819447	POP: 01/26/24-04/25/24 CANON(CSA) QR BILLING COH	95356	5/14/2024	7.02
	Total Paid by Vendor					7.02
CAPITAL EDGE STRATEGIES LLC	1000-19-00000-515370-00000000-	2402	POP: THRU 05/31/24-CONSULTING SERVICES	95199	5/7/2024	5,683.33
	Total Paid by Vendor					5,683.33
CDW GOVERNMENT INC	1000-74-74200-520500-00000000-	KMJ9795	QUOTE 1BS3DMK UPGRADE PCS / P	95200	5/7/2024	-467.71
	1000-74-74200-520500-00000000-	KLF3563	QUOTE 1BS3DMK UPGRADE PCS / P	95200	5/7/2024	-53.26
	1000-42-42100-520500-00000000-	LVD6436	MONITORS CHIEFS STUCKEY,BARNAC	95200	5/7/2024	-119.97
	1000-17-17300-520200-00000000-	NGJ4877	QUOTE 1BW17XV IT REPLACEMENT S	95200	5/7/2024	-1,685.30
	1000-17-17400-520200-00000000-	PP99512	MONITORS STOCK	95200	5/7/2024	5,519.00
	1000-17-17200-520300-00000000-	PR06464	PUNCHOUT - ADOBE ACROBAT STANDARD	95200	5/7/2024	328.72
	1000-17-17200-520301-00000000-	QQ33701	ADOBE STANDARD 2020 FOR MAC MCFARLAND	95200	5/7/2024	328.72
	1000-17-17200-520301-00000000-	QQ33703	ADOBE ACROBAT STANDARD FOR RS DORIANNE JOHNSON	95200	5/7/2024	358.18
	Total Paid by Vendor					4,208.38
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9962534100	POP: 3/26/24-4/25/24-VERIZON SERVICES COH BY ITS	95313	5/7/2024	31,793.60
	Total Paid by Vendor					31,793.60
CHASE ANIMAL CLINIC INC	1000-50-00000-515370-00000000-	632998	POP 4/8/24-RABIES VACCINES (VOUCHERS) - BLANKET	95201	5/7/2024	10.00
	Total Paid by Vendor					10.00
CINTAS	1000-15-15100-515340-00000000-	4191725513	4203 E. SCHRIMSHER LN (BLANKET PO)	95359	5/14/2024	251.77
	1000-52-52100-515790-00000000-	9270079645	FIRST AID & EYE STATION SERVICE - ADMIN (BLANKET)	95358	5/14/2024	99.00
	1000-52-52100-515790-00000000-	9270080738	FIRST AID & EYE STATION SERVICE - ADMIN (BLANKET)	95358	5/14/2024	99.00
	1000-15-15100-515340-00000000-	4191555811	3242 LEEMAN FERRY RD SW (BLANKET)	95359	5/14/2024	34.12
	Total Paid by Vendor					483.89
CIVICPLUS INC	1000-00-00000-140200-00000000-	294559	POP: 5/1/24-4/30/25 MUNICODE CIVIC REQ IMPLEMENT	90003442	5/7/2024	8,134.14
	1000-00-00000-140200-00000000-	295483	POP: 9/14/23-9/13/24 CIVICREC IMPLEMENTATION	90003442	5/7/2024	15,115.00
	Total Paid by Vendor					23,249.14
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	351547	Payroll Run 1 - Warrant 240428	95155	5/2/2024	945.00
	Total Paid by Vendor					945.00
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83960100100032380424	POP: 04/28/24-05/27/24 COMCAST CABLE SVC COH	95204	5/7/2024	502.82
	1000-17-17100-515070-00000000-	83969000101795190424	POP: 05/10/24-06/09/24- COMCAST CABLE SERVICES COH	95204	5/7/2024	105.40
	1000-17-17100-515070-00000000-	83969000109586230424	POP: 05/10/24-06/09/24- COMCAST CABLE SERVICES COH	95204	5/7/2024	103.22
	1000-17-17100-515070-00000000-	93969000108001710424	POP: 05/09/24-06/08/24- COMCAST CABLE SERVICES COH	95204	5/7/2024	31.62
	1000-17-17100-515070-00000000-	83969000111637770424	POP: 05/08/24-06/07/24- COMCAST CABLE SERVICES COH	95204	5/7/2024	52.65
	1000-17-17100-515070-00000000-	83969000116016440424	POP: 05/11/24-06/10/24- COMCAST CABLE SERVICES COH	95204	5/7/2024	2.63
	Total Paid by Vendor					798.34
CONSOLIDATED TRAFFIC CONTROLS INC	1000-42-42100-515340-00000000-	61671	TRUCK OPTICOM KIT	95361	5/14/2024	11,118.00
	Total Paid by Vendor					11,118.00
CORVEL CORPORATION	1000-19-00000-502150-00000000-	1597833	POP: THRU 04/30/24-WC TPA MONTHLY FEE	90003444	5/7/2024	7,475.00
	1000-19-00000-502150-00000000-	050324-HUNT	POP: 05/03/24-SUP ESCROW LARGE WC MEDICAL BILLS	90003444	5/7/2024	28,550.90
	1000-19-00000-502150-00000000-	050624-HUNT	POP: 04/24/24-05/05/24SUP ESCROW LRG WC MED BILLS	90003444	5/7/2024	49,849.22
	1000-19-00000-502150-00000000-	053124-HUNT	POP: 05/13/24 SUP ESCROW FOR LARGE WC MEDICAL BILL	90003513	5/14/2024	81,735.94
	Total Paid by Vendor					167,611.06
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA032573 2	ROLLER FOR PWS MAINT	95207	5/7/2024	1,600.00
	1000-52-52400-515340-00000000-	RSA032760 1	POP: 03/20/24-04/16/24-SKID STEER RENTAL - HAYS	95207	5/7/2024	850.00
	1000-52-52400-515340-00000000-	RSA032759 1	POP: 03/20/24-04/16/24-SKID STEER RENTAL - HAYS	95207	5/7/2024	500.00
	1000-52-52400-515340-00000000-	RSA032754 1	POP: 03/20/24-04/16/24-SKID STEER RENTAL - HAYS	95207	5/7/2024	3,050.00
	1000-52-52400-515340-00000000-	RSA032754 3	SKID STEER RENTAL - HAYS	95207	5/7/2024	650.00
	1000-55-55300-513050-00000000-	RSA032112 4	POP: 04/01/24-04/29/24-4-N-1 BUCKET FOR TL12 RENT	95207	5/7/2024	750.00
	Total Paid by Vendor					7,400.00
CREATIVE PARKING CONCEPTS LLC	1000-53-53100-520500-00000000-	5236	CONCRETE PADS FOR PARKING PAY STATIONS - S.S.	95363	5/14/2024	7,750.00
	Total Paid by Vendor					7,750.00
CTU OF HUNTSVILLE LLC	1000-52-52500-515340-00000000-	48317	TOOLBOX FOR TRUCK	90003445	5/7/2024	627.00
	1000-52-52600-515340-00000000-	48765	TOOLBOX FOR TRUCK - NORTH MAINT	90003445	5/7/2024	668.00
	Total Paid by Vendor					1,295.00
CUBIC ITS	1000-17-17100-515250-00000000-	90168202	POP: 04/13/24-04/13/25 SYNCHRO SOFTWARE TE BY ITS	95209	5/7/2024	545.00
	Total Paid by Vendor					545.00
CURRIE SYSTEMS INC	1000-52-52900-515010-00000000-	436674	LOGO GIVEAWAY BAGS	95210	5/7/2024	3,488.51
	Total Paid by Vendor					3,488.51

DANIEL COLE	1000-14-14300-513010-00000000-	13613	POP: 4/12/24 ICEMAKER REPAIRS	95203	5/7/2024	471.35
	1000-14-14300-513010-00000000-	13614	POP: 04/18/2024 2024 BLANKET PO ICEMAKER REPAIRS	95203	5/7/2024	328.00
	1000-14-14300-513010-00000000-	13615	POP 4/17/24-ICEMAKER REPAIRS	95203	5/7/2024	411.01
	1000-14-14300-513010-00000000-	13616	POP 4/30/24 ICEMAKER REPAIRS	95360	5/14/2024	299.06
	Total Paid by Vendor					1,509.42
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	351550	Payroll Run 1 - Warrant 240428	95161	5/2/2024	456.55
	1000-00-00000-210180-00000000-	351551	Payroll Run 1 - Warrant 240428	95162	5/2/2024	260.51
	Total Paid by Vendor					717.06
DEEPAK GANJU	1000-42-42100-515610-00000000-	00040046	HYDRANT TEST KIT	95213	5/7/2024	1,903.45
	Total Paid by Vendor					1,903.45
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	44265	POP: THRU 05/31/24- PEST CONTROL SERVICES	95214	5/7/2024	2,600.00
	1000-53-53200-513010-PK1020XX-	43792	POP: THRU 05/31/24 BOOTHS GARAGES "M,O"	95364	5/14/2024	10.00
	1000-53-53200-513010-PK1040XX-	43792	POP: THRU 05/31/24 BOOTHS GARAGES "M,O"	95364	5/14/2024	10.00
	Total Paid by Vendor					2,620.00
DELL MARKETING LP	1000-17-17400-515340-00000000-	10746786937	USB-C 3.5MM HEADPHONE JACK	95365	5/14/2024	18.74
	Total Paid by Vendor					18.74
DEWITT PALMORE	1000-30-30600-515520-00000000-	D. PALMORE-050624	POP: 04/08/24-05/06/24 SPRING ADULT LEAGUE-METRO	90003516	5/14/2024	3,844.00
	Total Paid by Vendor					3,844.00
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-25199	POP 4/5/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	1,579.08
	1000-14-14300-513010-00000000-	SVC/265-25116	POP 4/22/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	84.00
	1000-14-14300-513010-00000000-	SVC/265-25198	POP 4/23/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	734.00
	1000-14-14300-513010-00000000-	SVC/265-25197	POP 4/23/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	384.00
	1000-14-14300-513010-00000000-	SVC/265-25115	POP 4/19/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	1,278.20
	1000-14-14300-513010-00000000-	SVC/265-25106	POP 4/18/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	226.80
	1000-14-14300-513010-00000000-	SVC/265-25105	POP 4/17/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	828.20
	1000-14-14300-513010-00000000-	SVC/265-25006	POP 4/16/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	150.00
	1000-14-14300-513010-00000000-	SVC/265-25248	POPP 4/25/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	459.05
	1000-14-14300-513010-00000000-	SVC/265-25252	POPP 4/26/24 OVERHEAD DOOR REPAIRS	90003446	5/7/2024	2,570.04
	Total Paid by Vendor					8,293.37
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	351549	Payroll Run 1 - Warrant 240428	95160	5/2/2024	820.39
	Total Paid by Vendor					820.39
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	169.58
	1000-15-15100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	34.04
	1000-17-17100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	23.41
	1000-30-30100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	60.55
	1000-41-41100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	3,876.88
	1000-41-41100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	434.56
	1000-41-41100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	157.17
	1000-42-42100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	1,228.29
	1000-42-42100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	48.76
	1000-42-42100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	95.92
	1000-50-00000-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	155.92
	1000-51-00000-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	119.31
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	194.22
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	225.55
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	210.45
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	237.76
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	654.01
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	222.29
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	92.16
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	142.58
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	386.31
	1000-52-52100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	38.36
	1000-55-55100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	81.19
	1000-55-55300-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	1,509.82
	1000-55-55400-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	1,382.40
	1000-70-70200-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	25.02
	1000-71-71100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	52.24
	1000-72-00000-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	127.28
	1000-74-74100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	42.08
	1000-75-75100-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	157.54
	1000-12-12100-514010-00000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	37.88

1000-13-13100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	36.25
1000-15-15100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	185.46
1000-30-30100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	41.33
1000-41-41100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	3,981.14
1000-41-41100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	420.44
1000-41-41100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	167.71
1000-41-41100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	306.30
1000-42-42100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	588.77
1000-42-42100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	211.53
1000-50-00000-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	215.15
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	68.48
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	166.25
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	301.35
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	55.60
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	983.14
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	138.93
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	71.95
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	69.69
1000-52-52100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	301.97
1000-53-53200-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	83.43
1000-53-53400-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	51.38
1000-55-55100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	96.84
1000-55-55300-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	245.54
1000-55-55400-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	790.80
1000-70-70200-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	60.94
1000-71-71100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	151.97
1000-72-00000-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	207.77
1000-74-74100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	50.48
1000-74-74100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	35.21
1000-75-75100-514010-000000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	259.12
1000-14-14100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	564.85
1000-30-30100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	34.87
1000-30-30100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	82.26
1000-30-30100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	38.15
1000-41-41100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	4,516.61
1000-41-41100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	436.45
1000-41-41100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	38.15
1000-41-41100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	369.10
1000-42-42100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	625.07
1000-42-42100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	35.43
1000-42-42100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	87.72
1000-50-00000-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	118.51
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	11.06
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	67.83
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	28.06
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	259.93
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	156.71
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	42.77
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	107.87
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	147.95
1000-52-52100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	43.06
1000-53-53200-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	46.31
1000-53-53400-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	75.37
1000-55-55300-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	120.75
1000-55-55400-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	431.84
1000-70-70200-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	197.52
1000-71-71100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	139.44
1000-71-71100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	113.89
1000-72-00000-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	215.92
1000-75-75100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	52.85
1000-75-75100-514010-000000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	365.73
1000-30-30100-514010-000000000-	CFN-32203	FUELING TRANS DATED 042724	90003448	5/7/2024	35.87

Page Number
7

1000-42-42100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	93.60
1000-42-42100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	46.67
1000-50-00000-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	357.22
1000-51-00000-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	44.47
1000-52-52100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	107.09
1000-52-52100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	81.83
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1000-71-71100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	53.82
1000-72-00000-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	241.90
1000-75-75100-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	243.50
1000-00-00000-610039-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	83.59
1000-14-14100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	272.10
1000-15-15100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	95.27
1000-17-17100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	31.48
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1000-52-52100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	501.90
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1000-70-70200-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	33.93
1000-71-71100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	108.02
1000-72-00000-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	204.50
1000-75-75100-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	36.65
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1000-50-00000-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	37.24
1000-51-00000-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	103.69
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1000-52-52100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	127.76
1000-52-52100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	159.84
1000-52-52100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	113.22
1000-52-52100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	355.26
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1000-55-55100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	57.44
1000-55-55100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	46.89
1000-55-55300-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	512.90
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1000-74-74100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	44.51
1000-75-75100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	44.51
1000-75-75100-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	153.20
Total Paid by Vendor					85,793.10
1000-41-41100-515370-00000000-	INVONO49596	POP: THRU 04/30/24-MUNICIPAL SECURITY SVC	90003519	5/14/2024	8,681.64
Total Paid by Vendor					8,681.64
1000-14-14100-515790-00000000-	1365	POP: APRIL 2024 GENERAL SVCS LEADERSHIP TRAINING	95366	5/14/2024	1,962.50
Total Paid by Vendor					1,962.50
1000-16-16100-515370-00000000-	3258003	POP: 4/15-4/21/24 - TEMPORARY STAFFING	90003449	5/7/2024	750.00
1000-16-16300-515370-00000000-	3258196	POP: 04/22/24/-04/28/24-TEMPORARY STAFFING	90003449	5/7/2024	531.36
1000-16-16100-515370-00000000-	3258195	POP: 04/22/24-04/28/24-TEMPORARY STAFFING	90003449	5/7/2024	750.00
1000-52-52100-515370-00000000-	3257695	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	811.21
1000-52-52100-515370-00000000-	3257696	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	2,300.55
1000-52-52100-515370-00000000-	3257702	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	4,629.98
1000-52-52100-515370-00000000-	3257707	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	7,993.96
1000-52-52100-515370-00000000-	3257708	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	3,308.41
1000-52-52100-515370-00000000-	3257709	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	4,694.52
1000-52-52100-515370-00000000-	3257711	POP THRU: 4/14/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	894.91
1000-52-52100-515370-00000000-	3258001	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	1,027.43
1000-52-52100-515370-00000000-	3258002	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	2,193.55
1000-52-52100-515370-00000000-	3258006	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	1,612.55
1000-52-52100-515370-00000000-	3258008	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	5,740.75
1000-52-52100-515370-00000000-	3258014	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	7,937.29
1000-52-52100-515370-00000000-	3258015	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	2,338.57
1000-52-52100-515370-00000000-	3258016	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	4,582.65
1000-52-52100-515370-00000000-	3258018	POP THRU: 4/21/24 TEMP PERSONNEL - 3RD QTR	90003449	5/7/2024	4,221.58
1000-52-52100-515370-00000000-	3146919	POP: THRU 10/15/23 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	444.19
1000-52-52100-515370-00000000-	3258193	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	549.32
1000-52-52100-515370-00000000-	3258194	POP: THRU 54/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	2,857.33
1000-52-52100-515370-00000000-	3258198	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	1,463.61
1000-52-52100-515370-00000000-	3258200	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	7,684.71
1000-52-52100-515370-00000000-	3258207	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	5,697.31
1000-52-52100-515370-00000000-	3258208	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	3,813.56
1000-52-52100-515370-00000000-	3258209	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	3,943.63
1000-52-52100-515370-00000000-	3258211	POP: THRU 4/28/24 TEMP PERSONNEL - 3RD QTR	90003520	5/14/2024	4,967.74
1000-50-00000-515370-00000000-	3258190	POP THRU 04/28/24 WAGES FOR TEMP EMPLOYEES	90003520	5/14/2024	1,742.57
1000-50-00000-515370-00000000-	3272592	POP THRU 05/05/24 WAGES FOR TEMP EMPLOYEES	90003520	5/14/2024	2,092.27
1000-16-16300-515370-00000000-	3272598	POP THRU 05/05/24 TEMPORARY STAFFING	90003520	5/14/2024	398.52

	Total Paid by Vendor					91,974.03
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-15-15100-513030-00000000-	502008	COM TX 042924/502008	95216	5/7/2024	145.00
	1000-15-15100-513030-00000000-	502009	COM TX 042924/502009	95216	5/7/2024	145.00
	Total Paid by Vendor					290.00
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	351536	Payroll Run 1 - Warrant 240428	95148	5/1/2024	7,537.54
	Total Paid by Vendor					7,537.54
	1000-52-52700-515340-00000000-	2409012	AIR COMPRESSORS FOR TRUCKS - SOUTH	95370	5/14/2024	2,600.00
ENGINEERED MAINTENANCE SERVICES	Total Paid by Vendor					2,600.00
	1000-52-52200-513010-00000000-	21997389	PINE STRAW FOR SPECIAL EVENTS (BLANKET)	95218	5/7/2024	930.00
	Total Paid by Vendor					930.00
EXEMPLIS LLC	1000-42-42200-515130-00000000-	2862447-1	STATION SEATS	95219	5/7/2024	388.80
	Total Paid by Vendor					388.80
	1000-17-17200-520300-00000000-	F24-145	POP:4/1-4/30/24 - PO WIZARD SW IMPLEMENTATION TE	90003451	5/7/2024	15,525.00
FACILITY WIZARD SOFTWARE INCORPORATED	Total Paid by Vendor					15,525.00
	1000-30-30200-515370-00000000-	F. YUAN 042504	POP: 04/01/24-04/30/24 EXERCISE INSTRUCTOR AT JLC	90003452	5/7/2024	47.60
	Total Paid by Vendor					47.60
FANG YUAN	1000-75-75300-515340-00000000-	ALMAD242451	FASTENERS FOR JACE	95221	5/7/2024	507.00
	Total Paid by Vendor					507.00
	1000-14-14300-515370-00000000-	14628240	POP: 04/30/24 - FILTERS HVAC	90003521	5/14/2024	8,644.20
FILTER PRO USA LLC	Total Paid by Vendor					8,644.20
	1000-41-41100-514010-00000000-	96616227	POP:4/25/24 - MONTHLY FUEL CHARGES-BLANKET PO	95222	5/7/2024	659.60
	Total Paid by Vendor					659.60
FLEET FUELING	1000-50-00000-515163-00000000-	313237	POP APR 24 LISP & MEDICAL SICK/INJURED PETS	95372	5/14/2024	3,050.00
	Total Paid by Vendor					3,050.00
	1000-00-00000-210180-00000000-	351555	Payroll Run 1 - Warrant 240428	95156	5/2/2024	132.46
FLINT RIVER ANIMAL HOSPITAL	Total Paid by Vendor					132.46
	1000-43-00000-515370-00000000-	INV-8126-A	POP: APRIL 2024 FLS SERVICES	95373	5/14/2024	606.15
	Total Paid by Vendor					606.15
FLORIDA STATE DISBURSEMENT UNIT	1000-14-14100-515220-00000000-	16263	POP: 10/31/23-10/31/24- PROPERTY INSURANCE	90003522	5/14/2024	41,263.00
	Total Paid by Vendor					41,263.00
	1000-30-30600-515340-00000000-	8633	BLANKET FOR FY24 METRO SOFTBALL TROPHIES	95208	5/7/2024	503.40
FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	Total Paid by Vendor					503.40
	1000-41-41100-515670-00000000-	040224-043024PD	PROMOTION/REPLACEMENT UNIFORMS - BLANKET PO	90003523	5/14/2024	9,157.77
	1000-41-41304-515670-00000000-	040824-041924PD	COMMUNICATIONS UNIFORM ALLOWANCE-BLANKET PO	90003523	5/14/2024	1,115.61
G6 INVESTMENTS, INC	1000-41-41100-515670-00000000-	040324-043024PD	2024 UNIFORM ALLOWANCE - BLANKET PO	90003523	5/14/2024	7,522.80
	1000-42-42100-515340-00000000-	027758415	HONOR GUARD ACCESSORIES AND BADGES	90003523	5/14/2024	741.48
	1000-42-42100-515340-00000000-	027606193	HONOR GUARD ACCESSORIES AND BADGES	90003523	5/14/2024	16.80
	1000-41-41306-515670-00000000-	040324-041724PD	SAFETY PATROL NEW HIRE UNIFORMS- BLANKET PO	90003523	5/14/2024	453.39
	1000-42-42100-515670-00000000-	027685182	PROMOTION UNIFORM BLANKET	90003523	5/14/2024	236.76
	Total Paid by Vendor					19,244.61
	1000-42-42200-515130-00000000-	2934	ST 3 WINDOW TINTING	95422	5/14/2024	3,615.00
	Total Paid by Vendor					3,615.00
	1000-00-00000-140101-00000000-	0000035790	TIRES	95223	5/7/2024	3,593.28
	1000-00-00000-140101-00000000-	0000035879	TIRES	95375	5/14/2024	3,025.60
GALLS LLC	Total Paid by Vendor					6,618.88
	1000-53-53200-513010-00000000-	47834	POP: 04/11/24 REPAIRS/MAINTENANCE CALLS	90003456	5/7/2024	825.00
	1000-53-53100-520500-00000000-	45354	POP: 02/26/24-02/29/24 DOME CAMERAS "B" STAIRWELL	90003524	5/14/2024	6,960.03
	1000-53-53100-520500-00000000-	45351	POP: 04/22/24-04/26/24 LPR CONVERSION-OMNI Q - "B"	90003524	5/14/2024	3,447.72
	Total Paid by Vendor					11,232.75
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9336924027	ELECTRICAL MATERIALS FOR STONER PARK WO# 178343	95376	5/14/2024	2,759.68
	Total Paid by Vendor					2,759.68
	1000-41-41100-515340-00000000-	INIV0999358	RIFLE ACCESSORIES	95377	5/14/2024	677.52
GT DISTRIBUTORS OF GEORGIA	Total Paid by Vendor					677.52
	1000-74-74100-515370-PN200003-00003	1200614206	POP 10/1/23-4/12/24 HCT ADVANCED PLANNING SERVICES	95382	5/14/2024	13,692.60
	Total Paid by Vendor					13,692.60
HDL ENGINEERING INC	1000-30-30200-515370-00000000-	H. FORD 043024	POP: 04/01/24-04/30/24 GROUP EXERCISE INSTRUCTOR	90003457	5/7/2024	176.80
	Total Paid by Vendor					176.80
	1000-52-52300-513010-00000000-	0014632082-001	2,4D CHEMICAL FOR ROADSIDES/PARKS - SPORTS	90003458	5/7/2024	1,242.00
HELEN MARIE FORD	1000-52-52700-513010-00000000-	0015292710-001	POP: 04/30/24DIQUAT CHEMICAL FOR ROADSIDES - SOUTH	90003458	5/7/2024	680.00
	1000-52-52700-513010-00000000-	0014632469-001	POP: 03/29/24-CHEMICALS FOR ROADSIDES - SOUTH	90003458	5/7/2024	5,434.80
	Total Paid by Vendor					7,356.80
	1000-42-42100-515610-00000000-	205404	SUPPRESSION SAWS	95228	5/7/2024	8,339.94
HILL LAWNMOWER & CHAINSAW CO						

	1000-55-55100-515340-00000000-	209274	FY24 BLANKET FOR CHAINS/BARS ONLY (M&C)	95383	5/14/2024	160.86
	1000-51-00000-515340-00000000-	209273	BLANKET PO/MOWER BELTS/MISC REPAIR ITEMS	95383	5/14/2024	218.01
	Total Paid by Vendor					8,718.81
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	249341024	DOG/CAT FOOD - BLANKET	95229	5/7/2024	262.55
	1000-50-00000-515160-00000000-	249412317	DOG/CAT FOOD - BLANKET	95384	5/14/2024	229.10
	Total Paid by Vendor					491.65
HOLSTON GASES INC	1000-42-42100-515340-00000000-	772034	POP: 04/30/24-02/PROPANE REFILL	95230	5/7/2024	84.59
	1000-42-42100-515340-00000000-	788989	02/PROPANE REFILL BLANKET	95385	5/14/2024	131.52
	Total Paid by Vendor					216.11
HOME DEPOT USA INC	1000-50-00000-515340-00000000-	799988878	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	95231	5/7/2024	88.67
	1000-14-14310-515310-00000000-	801873886	APRIL JANITORIAL SUPPLIES	95231	5/7/2024	706.24
	1000-42-42100-515340-00000000-	802100156	CREDIT MEMO FOR INVOICE 793941196	95231	5/7/2024	-15.45
	1000-42-42100-515610-00000000-	802100164	HILTI TOOLS L17 AND E20	95231	5/7/2024	5,744.00
	1000-55-55400-515340-00000000-	799755590	JANITORIAL SUPPLIES FOR MAINT	95231	5/7/2024	3.70
	1000-55-55400-515340-00000000-	802100149	JANITORIAL SUPPLIES FOR MAINT	95231	5/7/2024	18.50
	1000-50-00000-515340-00000000-	802828467	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	95386	5/14/2024	82.15
	1000-50-00000-515340-00000000-	804545879	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	95386	5/14/2024	65.25
	Total Paid by Vendor					6,693.06
	1000-50-00000-515340-00000000-	2269641	DESK CHAIRS	95232	5/7/2024	898.11
HON GROUP	Total Paid by Vendor					898.11
	1000-43-00000-515043-00000000-	IND DEF SERV-0424	POP: THRU 04/30/24-HUNTSVILLE PUBLIC DEFENDERS	90003459	5/7/2024	44,375.00
	Total Paid by Vendor					44,375.00
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO08793	COM TX 042924/RO08793	90003461	5/7/2024	874.87
	1000-15-15100-513030-00000000-	RO08793	COM TX 042924/RO08793	90003461	5/7/2024	675.00
	1000-15-15100-513030-00000000-	RO08793	COM TX 042924/RO08793	90003461	5/7/2024	23.63
	1000-15-15100-513030-00000000-	RO08793	COM TX 042924/RO08793	90003461	5/7/2024	40.88
	1000-15-15100-513030-00000000-	RO08798	COM TX 042924/RO08798	90003461	5/7/2024	1,047.50
	1000-15-15100-513030-00000000-	RO08798	COM TX 042924/RO08798	90003461	5/7/2024	132.74
	1000-15-15100-513030-00000000-	RO08798	COM TX 042924/RO08798	90003461	5/7/2024	39.69
	1000-15-15100-513030-00000000-	RO08798	COM TX 042924/RO08798	90003461	5/7/2024	46.76
	Total Paid by Vendor					2,881.07
	1000-53-53200-515700-PK1060XX-	2210101320470424	POP: 03/26/24-04/22/24 UTILITY USAGE FOR GARAGES	95234	5/7/2024	33.33
	1000-53-53200-515700-PK1020XX-	2110100708360424	POP: 03/26/24-04/22/24 SPRINKLER USAGE FOR GARAGES	95234	5/7/2024	90.05
	1000-17-17400-515710-00000000-	4220100125010425	POP: 01/01/24-04/30/24 - FIBER BOX LEASES TE	95234	5/7/2024	4,000.00
HUNTSVILLE UTILITIES	1000-14-14100-515700-00000000-	3110100100000524	POP: 2/20/24-4/30/24 HSV UTILITIES CUST#1101005008	95389	5/14/2024	535,990.18
	Total Paid by Vendor					540,113.56
	1000-00-00000-210180-00000000-	351553	Payroll Run 1 - Warrant 240428	95157	5/2/2024	225.00
IL STATE DISBURSEMENT UNIT	Total Paid by Vendor					225.00
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	241-110	POP: 03/28/24- CITY COUNCIL MEETINGS FY24	95289	5/7/2024	1,225.00
	Total Paid by Vendor					1,225.00
	1000-55-55400-515340-00000000-	66683	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	92.22
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55400-515340-00000000-	66686	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	491.69
	1000-55-55400-515340-00000000-	66707	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	55.60
	1000-55-55400-515340-00000000-	66710	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	34.67
	1000-55-55400-515340-00000000-	66717	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	63.96
	1000-55-55400-515340-00000000-	66720	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	563.98
	1000-55-55400-515340-00000000-	66732	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	59.20
	1000-55-55400-515340-00000000-	66735	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	23.98
	1000-55-55400-515340-00000000-	66740	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	59.98
	1000-55-55400-515340-00000000-	66751	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	52.93
	1000-55-55400-515340-00000000-	66755	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	112.53
	1000-55-55400-515340-00000000-	66765	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	21.90
	1000-55-55400-515340-00000000-	66767	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	89.20
	1000-55-55400-515340-00000000-	66783	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	81.55
	1000-55-55400-515340-00000000-	66787	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	725.04
	1000-55-55400-515340-00000000-	66790	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	358.83
	1000-55-55400-515340-00000000-	66791	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	62.01
	1000-55-55400-515340-00000000-	66805	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	184.44
	1000-55-55400-515340-00000000-	66801	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	34.30
	1000-55-55400-515340-00000000-	66786	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	81.00
	1000-55-55400-515340-00000000-	66766	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	90.91
	1000-55-55400-515340-00000000-	66764	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	15.96

1000-55-55400-515340-00000000-	66719	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	76.86
1000-55-55400-515340-00000000-	66729	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	85.84
1000-52-52900-515340-00000000-	66132	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	481.72
1000-52-52900-515340-00000000-	66077	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	96.04
1000-52-52700-515340-00000000-	66105	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	434.16
1000-52-52700-515340-00000000-	66565	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	212.78
1000-52-52200-515340-00000000-	66778	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	259.02
1000-52-52200-515340-00000000-	66800	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	110.60
1000-52-52400-515340-00000000-	66777	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	250.66
1000-52-52400-515340-00000000-	66545	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	51.86
1000-52-52400-515340-00000000-	66775	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	145.28
1000-52-52400-515340-00000000-	66848	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	275.76
1000-52-52600-515340-00000000-	66541	NON-BID ITEMS - LANDSCAPE (BLANKET)	95235	5/7/2024	37.95
1000-75-75300-515340-00000000-	66757	REBAR FOR PROJECT	95235	5/7/2024	75.81
1000-55-55400-515340-00000000-	66822	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	10.22
1000-55-55400-515340-00000000-	66851	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	782.48
1000-55-55400-515340-00000000-	66863	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	59.60
1000-55-55400-515340-00000000-	66870	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	204.41
1000-55-55400-515340-00000000-	66892	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	186.93
1000-55-55400-515340-00000000-	66920	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	182.44
1000-70-70200-515340-00000000-	66972	MATERIALS FOR DMP PROJECTS (BLANKET PO)	95237	5/7/2024	28.71
1000-70-70200-515340-00000000-	66975	POPS/1-5/31MATERIALS FOR DMP PROJECTS (BLANKET PO)	95236	5/7/2024	14.80
1000-55-55400-515340-00000000-	66957	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	393.94
1000-55-55400-515340-00000000-	66978	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	107.38
1000-55-55400-515340-00000000-	66958	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	92.22
1000-55-55400-515340-00000000-	66984	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	36.28
1000-55-55400-515340-00000000-	66960	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	106.49
1000-55-55400-515340-00000000-	66944	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	83.68
1000-55-55400-515340-00000000-	66932	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	31.48
1000-55-55400-515340-00000000-	66934	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	115.70
1000-55-55400-515340-00000000-	66925	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	33.69
1000-55-55400-515340-00000000-	67001	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	95235	5/7/2024	53.48
1000-55-55400-515340-00000000-	66820	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	21.46
1000-55-55400-515340-00000000-	66821	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	186.49
1000-55-55400-515340-00000000-	66858	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	9.15
1000-55-55400-515340-00000000-	66862	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	162.72
1000-55-55400-515340-00000000-	66904	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	139.90
1000-55-55400-515340-00000000-	66907	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	18.36
1000-55-55400-515340-00000000-	66916	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	57.00
1000-55-55400-515340-00000000-	66961	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	176.40
1000-55-55400-515340-00000000-	67002	FY24 MAINT/CONST BID ITEMS--BLANKET	95235	5/7/2024	99.46
1000-75-75300-515340-00000000-	67022	PAINT MARKERS FOR STOCK-TIM	95391	5/14/2024	34.86
1000-75-75300-515340-00000000-	66926	SHOVELS-JACE	95391	5/14/2024	111.44
1000-30-30200-513040-00000000-	66982	CLIMBING WALL MAINTENANCE TOOLS FOR REPAIRS JLC	95391	5/14/2024	423.77
1000-75-75300-515340-00000000-	67054	RUBBER BOOTS FOR SIGNAL CREW	95391	5/14/2024	223.92
1000-52-52700-515340-00000000-	67091	NON-BID ITEMS - LANDSCAPE (BLANKET)	95391	5/14/2024	54.14
1000-52-52400-515340-00000000-	67097	NON-BID ITEMS - LANDSCAPE (BLANKET)	95391	5/14/2024	87.20
Total Paid by Vendor					10,280.42
1000-13-13100-515370-00000000-	11004238706	POP: 4/21-4/27/24 TEMP EMPLOYEES THORNTON AND BELL	95238	5/7/2024	4,095.50
Total Paid by Vendor					4,095.50
1000-14-14100-520500-00000000-	HUNTSVILLE-480383	724 MADISON ST RENOVATION DOOR ACCESS	90003531	5/14/2024	14,395.93
Total Paid by Vendor					14,395.93
1000-19-00000-515190-00000000-	FY24-096	SETTLEMENT OF CLAIM FY24-096	95392	5/14/2024	632.45
Total Paid by Vendor					632.45
1000-15-15100-513030-00000000-	66542	COM TX 050124/66542	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	67277	COM TX 050124/67277	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69451	COM TX 050124/69451	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69452	COM TX 050124/69452	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69453	COM TX 050124/69453	95279	5/7/2024	38.40
1000-15-15100-513030-00000000-	69453	COM TX 050124/69453	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69454	COM TX 050124/69454	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69469	COM TX 050124/69469	95279	5/7/2024	65.00

1000-15-15100-513030-00000000-	69470	COM TX 050124/69470	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69471	COM TX 050124/69471	95279	5/7/2024	300.00
1000-15-15100-513030-00000000-	69472	COM TX 050124/69472	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69488	COM TX 050124/69488	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69493	COM TX 050124/69493	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69494	COM TX 050124/69494	95279	5/7/2024	300.00
1000-15-15100-513030-00000000-	69495	COM TX 050124/69495	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69497	COM TX 050124/69497	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69499	COM TX 050124/69499	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69500	COM TX 050124/69500	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69561	COM TX 050124/69561	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69564	COM TX 050124/69564	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69566	COM TX 050124/69566	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69571	COM TX 050124/69571	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69575	COM TX 050124/69575	95279	5/7/2024	21.60
1000-15-15100-513030-00000000-	69575	COM TX 050124/69575	95279	5/7/2024	300.00
1000-15-15100-513030-00000000-	69576	COM TX 050124/69576	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69576	COM TX 050124/69576	95279	5/7/2024	14.40
1000-15-15100-513030-00000000-	69843	COM TX 050124/69843	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69900	COM TX 050124/69900	95279	5/7/2024	375.00
1000-15-15100-513030-00000000-	69900	COM TX 050124/69900	95279	5/7/2024	48.60
1000-15-15100-513030-00000000-	69901	COM TX 050124/69901	95279	5/7/2024	375.00
1000-15-15100-513030-00000000-	69901	COM TX 050124/69901	95279	5/7/2024	48.60
1000-15-15100-513030-00000000-	69902	COM TX 050124/69902	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69902	COM TX 050124/69902	95279	5/7/2024	82.00
1000-15-15100-513030-00000000-	69933	COM TX 050124/69933	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69934	COM TX 050124/69934	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69938	COM TX 050124/69938	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69951	COM TX 050124/69951	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69952	COM TX 050124/69952	95279	5/7/2024	65.00
1000-15-15100-513030-00000000-	69963	COM TX 050124/69963	95279	5/7/2024	65.00
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1000-15-15100-513030-00000000-	69981	COM TX 050124/69981	95279	5/7/2024	100.00
1000-15-15100-513030-00000000-	69981	COM TX 050124/69981	95279	5/7/2024	39.60
1000-15-15100-513030-00000000-	69983	COM TX 050124/69983	95279	5/7/2024	65.00
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1000-15-15100-513030-00000000-	69984	COM TX 050124/69984	95279	5/7/2024	21.60
1000-15-15100-513030-00000000-	69988	COM TX 050124/69988	95279	5/7/2024	65.00
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1000-15-15100-513030-00000000-	70052	COM TX 050124/70052	95279	5/7/2024	100.00
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1000-41-41100-515520-00000000-	66928	POP: 2/11-2/12/24 - IMPOUNDMENT FEES	95279	5/7/2024	60.00
1000-41-41100-515520-00000000-	70113	POP: 4/25/24 - IMPOUNDMENT FEES	95279	5/7/2024	50.00
1000-41-41100-515520-00000000-	70032	POP: 4/16/24 - IMPOUNDMENT FEES	95279	5/7/2024	50.00
1000-41-41100-515520-00000000-	70150	POP: 4/25/24 - IMPOUNDMENT FEES	95279	5/7/2024	50.00
Total Paid by Vendor					5,419.50
1000-43-00000-515370-00000000-	SUBJUD-040824 AM/AFT	POP: 04/08/24 SUBJUDGE SERVICES - AM & AFT DOCKET	95212	5/7/2024	1,050.00
1000-43-00000-515370-00000000-	SUBJUD-041024 AM/AFT	POP: 04/10/24-SUB JUDGE SERVICES-DOCKET AM/AFT	95212	5/7/2024	910.00
Total Paid by Vendor					1,960.00
1000-10-00000-515340-00000000-	2220481	MUGS FOR GUEST BRENDA MARTIN'S INSIDE CONNECTION	95240	5/7/2024	1,635.80
Total Paid by Vendor					1,635.80
1000-14-14310-515370-00000000-	19362	POP 10/07/23 PORTALET SERVICES	95394	5/14/2024	85.00
Total Paid by Vendor					85.00
1000-30-30200-515370-00000000-	K. JUDAH 043024	POP: 04/01/24-04/30/24 GROUP EXERCISE INSTRUCTOR	90003463	5/7/2024	88.40
Total Paid by Vendor					88.40
1000-52-52900-515010-00000000-	8926424 2.15.24	EVENT FEATHER FLAGS	95241	5/7/2024	611.07

	Total Paid by Vendor					611.07
KNOX ASSOCIATES INC	1000-17-17100-515250-00000000-	INV-KA-285564	POP: 06/23/25 - CLOUD LICENSE 21	95243	5/7/2024	2,749.00
	Total Paid by Vendor					2,749.00
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9009868053	POP: 01/01/24-03/31/24- COPIER SVC COH	95244	5/7/2024	36.00
	1000-17-17100-515250-00000000-	293592266	POP: THRU 04/30/24-COPIER SVC COH	95244	5/7/2024	94.90
	1000-17-17100-515250-00000000-	293593000	POP: THRU 04/30/24-COPIER SVC COH	95244	5/7/2024	12.00
	Total Paid by Vendor					142.90
LAMAR AND ASSOCIATES LLC	1000-43-00000-515370-00000000-	SUBJUDGE 050824-AM	POP: 05/08/24 SUB JUDGES SERVICES- AM DOCKET	95395	5/14/2024	481.25
	Total Paid by Vendor					481.25
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 28246	POP: THRU 04/30/24 MID CITY MONTHLY MAINTENANCE	90003464	5/7/2024	4,158.00
	Total Paid by Vendor					4,158.00
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	200489	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	500.00
	1000-18-00000-515372-00000000-	200485	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	16,220.72
	1000-18-00000-515372-00000000-	200486	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	430.00
	1000-18-00000-515372-00000000-	200476	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	825.00
	1000-18-00000-515372-00000000-	200483	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	40.00
	1000-18-00000-515372-00000000-	200478	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	2,845.00
	1000-18-00000-515372-00000000-	200481	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	7,375.00
	1000-18-00000-515372-00000000-	199912	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	400.00
	1000-18-00000-515372-00000000-	199916	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	2,315.00
	1000-18-00000-515372-00000000-	200492	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	490.00
	1000-18-00000-515372-00000000-	199905	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	75.00
	1000-18-00000-515372-00000000-	199903	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	885.00
	1000-18-00000-515372-00000000-	199902	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	8,200.00
	1000-18-00000-515372-00000000-	199899	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	4,110.00
	1000-18-00000-515372-00000000-	199901	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	2,760.00
	1000-18-00000-515372-00000000-	199900	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	14,555.00
	1000-18-00000-515372-00000000-	199893	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	2,925.00
	1000-18-00000-515372-00000000-	199910	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	10,625.00
	1000-18-00000-515372-00000000-	199897	POP: THRU 04/30/24 - OUTSIDE LEGAL SERVICES	90003465	5/7/2024	250.00
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LEE COMPANY	1000-53-53200-513010-PK1040XX-	LEE-000907999	POP: 1/26/24-2/9/24 EMERGENCY LEAK GARAGE "O"	95246	5/7/2024	4,711.23
	Total Paid by Vendor					4,711.23
LEGRAND HOLDING, INC.	1000-17-17300-520200-00000000-	INV20240897	SOLE SOURCE - OPTICS PUCHASE	95397	5/14/2024	2,125.77
	Total Paid by Vendor					2,125.77
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1629841-20240430	POP 4/1-4/30/24 RISK DATA MANAGEMENT	95247	5/7/2024	247.88
	Total Paid by Vendor					247.88
LISA E WARNER	1000-50-00000-515163-00000000-	107072	POP: 4/29/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	105.00
	1000-50-00000-515163-00000000-	107073	POP: 04/29/24 LISP & MEDICAL FOR SICK/INJURED PET	95387	5/14/2024	55.00
	1000-50-00000-515163-00000000-	107074	POP: 04/29/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	110.00
	1000-50-00000-515163-00000000-	107144	POP: 05/06/24-LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	60.00
	1000-50-00000-515163-00000000-	107109	POP: 05/02/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	55.00
	1000-50-00000-515163-00000000-	107110	POP: 05/02/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	110.00
	1000-50-00000-515163-00000000-	107135	POP: 05/3/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	110.00
	1000-50-00000-515163-00000000-	107137	POP: 05/3/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	10.00
	1000-50-00000-515163-00000000-	107145	POP: 05/6/24 LISP & MEDICAL FOR SICK/INJURED PETS	95387	5/14/2024	110.00
	Total Paid by Vendor					725.00
MADISON COUNTY AUTO PARTS INC	1000-52-52300-515340-00000000-	257540	JUMP STARTERS FOR VEHICLES - SPORTS	95248	5/7/2024	293.96
	1000-15-15100-515340-00000000-	257940	MECHANICS GLOVES FOR TECHS	95248	5/7/2024	89.52
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	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	121.73
	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	35.07
	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	127.90
	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	57.05
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	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	115.12
	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	88.34
	1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	120.76
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1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	4.84
1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	4.48
1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	15.72
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1000-15-15100-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	218.86
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1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	3.12
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	166.27
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	14.87
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	11.35
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	48.71
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	101.87
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	48.83
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1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	49.10
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	57.67
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	38.13
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1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	163.37
1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	173.85
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1000-15-15100-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	70.52
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[illegible]

[illegible]

	1000-42-42100-515340-00000000-	P-1246895	SUPPRESSION THERMAL IMAGERS	95253	5/7/2024	15,000.00
	1000-42-42100-515610-00000000-	1272659	E20 AND L17 TOOLS NON CONTRACT	95253	5/7/2024	4,804.00
	1000-42-42100-515610-00000000-	1272774	E20 & L17 SUPPRESSION TOOLS	95401	5/14/2024	640.00
	1000-42-42100-515610-00000000-	1273485	E20 AND L17 TOOLS NON CONTRACT	95401	5/14/2024	632.00
	1000-42-42100-515610-00000000-	P-1247201	SUPPRESSION THERMAL IMAGERS	95401	5/14/2024	29,728.00
	Total Paid by Vendor					264,948.20
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-01-043024	POP: 03/18/24-04/18/24- WATER SERVICE FIRE STAT 19	95259	5/7/2024	18.60
	1000-14-14100-515700-00000000-	010-01146-01-043024	POP: 03/18/24-04/18/24-WATER SERVICE FIRE STAT 19	95259	5/7/2024	120.98
	1000-14-14100-515700-00000000-	010-01147-01-043024	POP: 3/18/24-4/18/24-WATER SERVICE FIRE STAT 19	95259	5/7/2024	18.60
	Total Paid by Vendor					158.18
OFFICE FURNITURE OUTLET INC	1000-52-52100-515340-00000000-	300637	LM SECRETARY CHAIR	95257	5/7/2024	345.00
	Total Paid by Vendor					345.00
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRIAL APRIL 2024	POP: THRU 04/30/24 OFFICE OF PROSECUTION SVCS	95268	5/7/2024	350.00
	Total Paid by Vendor					350.00
ORANGE AND BLUE INC	1000-30-30200-515340-00000000-	P72390966	BATTERIES FOR THE DOOR ALARMS AT JLC	95187	5/7/2024	36.98
	Total Paid by Vendor					36.98
OUTDOOR ALUMINUM INC	1000-30-30100-515340-00000000-	240216	PICNIC TABLES FOR PARK USE	95258	5/7/2024	6,922.00
	Total Paid by Vendor					6,922.00
P MICHAEL COLE LLC	1000-19-00000-515370-00000000-	2024-E005	POP: 04/02/24-04/23/24- OUTSIDE LEGAL SERIVCES	95261	5/7/2024	12,675.00
	Total Paid by Vendor					12,675.00
PARKER TECHNOLOGY LLC	1000-53-53200-513010-PK1020XX-	32699	POP: 5/1/24-5/31/24-BUNDLE GARAGES "B,D,M,O")S.S	95404	5/14/2024	180.86
	1000-53-53200-513010-PK1030XX-	32699	POP: 5/1/24-5/31/24-BUNDLE GARAGES "B,D,M,O")S.S	95404	5/14/2024	563.92
	1000-53-53200-513010-PK1040XX-	32699	POP: 5/1/24-5/31/24-BUNDLE GARAGES "B,D,M,O")S.S	95404	5/14/2024	180.86
	1000-53-53200-513010-PK1051XX-	32699	POP: 5/1/24-5/31/24-BUNDLE GARAGES "B,D,M,O")S.S	95404	5/14/2024	180.86
	1000-53-53200-513010-PK1051XX-	32699	POP: 5/1/24-5/31/24-BUNDLE GARAGES "B,D,M,O")S.S	95404	5/14/2024	-0.01
	Total Paid by Vendor					1,106.49
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	105773	TIRES	95262	5/7/2024	464.70
	1000-15-15100-513030-00000000-	105768	COM TX 043024/105768	95262	5/7/2024	266.00
	Total Paid by Vendor					730.70
PIONEER MANUFACTURING COMPANY INC	1000-52-52300-513010-00000000-	INV922618	TURF PAINT FOR FIELDS - SPORTS	95263	5/7/2024	1,826.01
	Total Paid by Vendor					1,826.01
PJH CLEANING, INC.	1000-14-14310-515370-00000000-	050124-223-A	POP: 05/01/24 JANITORIAL SERVICES	90003473	5/7/2024	9,770.40
	1000-14-14310-515370-00000000-	050124-223	POP: THRU 05/31/24 JANITORIAL SERVICES	90003536	5/14/2024	179,372.00
	Total Paid by Vendor					189,142.40
PPG PITTSBURGH PAINTS	1000-52-52300-513010-00000000-	922820003398	MARKING PAINT FOR FIELDS - SPORTS	95264	5/7/2024	2,847.00
	1000-52-52900-515520-00000000-	922820003666	PAINT MATERIALS FOR VOLUNTEERS - HAYS	95264	5/7/2024	346.04
	1000-52-52300-513010-00000000-	922820003750	FIELD MARKING PAINT - SPORTS	95405	5/14/2024	1,898.00
	Total Paid by Vendor					5,091.04
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	32322	COM TX 043024/32322	90003474	5/7/2024	275.95
	1000-15-15100-513030-00000000-	32322	COM TX 043024/32322	90003474	5/7/2024	521.24
	Total Paid by Vendor					797.19
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W71651	2024 BLANKET PO BALLFIELD LIGHTING REPAIRS	90003475	5/7/2024	2,800.60
	1000-52-52900-515520-00000000-	W43464	POP:2/13-4/10/24 - METRO KIWANIS GREENHOUSE	90003475	5/7/2024	8,508.84
	1000-14-14300-513010-00000000-	W71648	POP:3/21-4/5/24 2024 PO BALLFIELD LIGHTING REPAIRS	90003475	5/7/2024	1,614.70
	1000-14-14300-513010-00000000-	W81498	POP:4/1-4/5/24 2024 PO BALLFIELD LIGHTING REPAIRS	90003475	5/7/2024	295.00
	1000-14-14300-513010-00000000-	W91161	POP:3/25-3/26/24 - 2024 PO- STREET LIGHT REPAIRS	90003475	5/7/2024	1,197.55
	1000-14-14300-513010-00000000-	W71653	POP:4/4-4/11/24 2024 PO BALLFIELD LIGHTING REPAIRS	90003475	5/7/2024	550.00
	1000-14-14300-513010-00000000-	W71644	POP:2/22-4/17/24 2024 PO BALLFIELD LIGHTING REPAIR	90003475	5/7/2024	840.00
	1000-14-14300-513010-00000000-	W43478	POP:3/25-5/6/24 - 2024 PO ELECTRICAL SERVICES	90003537	5/14/2024	3,568.98
	1000-14-14300-513010-00000000-	W71649	POP:3/25-5/1/24 2024 PO BALLFIELD LIGHTING REPAIRS	90003537	5/14/2024	1,840.00
	1000-14-14300-513010-00000000-	W43479	POP:3/25-5/6/24 2024 PO BALLFIELD LIGHTING REPAIRS	90003537	5/14/2024	815.92
	Total Paid by Vendor					22,031.59
PRO RAIN IRRIGATION SERVICES INC	1000-52-52100-515370-00000000-	APRIL 24, 2024	POP:THRU 4/24/24 - TURFPLANING SANDRA MOON	95265	5/7/2024	40,797.90
	1000-52-52100-515370-00000000-	APRIL 19, 2024	POP:THRU 4/19/24 TURFPLANING METRO/BRAHAN SPRINGS	95265	5/7/2024	2,751.90
	Total Paid by Vendor					43,549.80
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	101641	REPLACE FAN BEARINGS - RICHARD SHOWERS POOL UNIT	90003476	5/7/2024	5,141.09
	1000-14-14300-513010-00000000-	101642	POP: 4/8/24-4/16/24- PO HVAC SERVICES	90003476	5/7/2024	232.00
	1000-14-14300-513010-00000000-	101659	POP: 4/9/24-4/10/24-2024 BLANKET PO HVAC SERVICES	90003538	5/14/2024	666.92
	1000-14-14300-513010-00000000-	101663	POP: 4/3/24-4/5/24-JOHNSON LEGACY - CHILLER PM	90003538	5/14/2024	1,728.00
	Total Paid by Vendor					7,768.01
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52500-515340-00000000-	20972	CLASS 3 SAFETY VEST - WEST	95266	5/7/2024	300.00
	Total Paid by Vendor					300.00

PROPT PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-APRIL-2024	POP: 5/1/24-5/31/24-UTILITY REIMBURSEMENT BILLING	95267	5/7/2024	1,563.84
	Total Paid by Vendor					1,563.84
QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	1208	POP: MAY 2024 - LM - LANDSCAPE SERVICES	95269	5/7/2024	595.00
	Total Paid by Vendor					595.00
QUALITY GLASS CO	1000-14-14300-513010-00000000-	50374	POP:8/22-10/03/23 - 2024 BLNKT GLASS REPAIRS	95406	5/14/2024	889.90
	Total Paid by Vendor					889.90
REFUND PAYMENTS	1000-00-00000-110008-00000000-	REF MULTIPLE CASES		95273	5/7/2024	20,889.00
	1000-00-00000-110008-00000000-	REF 11055830		95410	5/14/2024	300.00
	1000-00-00000-110008-00000000-	REF MLTP BONDS		95271	5/7/2024	5,000.00
	1000-00-00000-110008-00000000-	REF MLTP BONDS-2		95271	5/7/2024	1,000.00
	1000-00-00000-220450-00000000-	PB# 107318	REFUND-PERF BOND# 107318 S PKWY REPLAT SEWER EXT	95274	5/7/2024	85,668.18
	1000-00-00000-220450-00000000-	PB# 98255	PART REFUND-PERF BOND# 98255- PEBBLE CREEK TWNHOME	95275	5/7/2024	429,900.00
	1000-53-00000-420200-PK1030XX-	REFUND # 1040/7/83	POP: 05/01/24 REFUND FOR LOST TICKET FEE	95272	5/7/2024	15.00
	1000-00-00000-110008-00000000-	REF MULTIPLE BONDS		95407	5/14/2024	2,334.00
	1000-00-00000-130205-00000000-	REFUND #533	REFUND #533 - LIQUOR TAX OVERPAYMENT	95409	5/14/2024	21,702.86
	1000-00-00000-220450-00000000-	PB# 71248	REFUND-PERF BOND# 71248 RIVER COVE PH 3 LANCSCAPE	95408	5/14/2024	12,250.00
	1000-30-30251-422127-00000000-	REF PAVILLION RENTAL	REFUND PAVILLION RENTAL-FOUND ANOTHER LOCATION	95411	5/14/2024	300.00
	Total Paid by Vendor					579,359.04
REGIONS BANK	1000-19-00000-515040-00000000-	116543	POP: 07/01/24-07/01/25 ANNUAL FEES 2015-A BI# 6989	95413	5/14/2024	825.00
	Total Paid by Vendor					825.00
REGIONS BANK	1000-19-00000-515040-00000000-	24040002815	POP: 4/1/24-4/30/24-MONTHLY BANK FEES W/REGIONS	95412	5/14/2024	1,594.98
	Total Paid by Vendor					1,594.98
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001090406	POP:4/1/24-4/30/24-REFUSE CONTAINER SERVICES - LM	95277	5/7/2024	265.00
	1000-52-52300-515730-00000000-	0979-001090406	POP:4/1/24-4/30/24-REFUSE CONTAINER SERVICES - LM	95277	5/7/2024	530.00
	1000-52-52500-515730-00000000-	0979-001090406	POP:4/1/24-4/30/24-REFUSE CONTAINER SERVICES - LM	95277	5/7/2024	88.33
	1000-52-52600-515730-00000000-	0979-001090406	POP:4/1/24-4/30/24-REFUSE CONTAINER SERVICES - LM	95277	5/7/2024	264.99
	1000-55-55400-515730-00000000-	0979-001093352	POP: 4/5/24- FOR 30YD ROLL OFF-MAINTENANCE	95277	5/7/2024	462.85
	1000-14-14310-515370-00000000-	0979-001090380	POP:4/1-4/30/24 - 2024 BLANKET REFUSE SERVICES	95414	5/14/2024	5,360.76
	1000-14-14310-515370-00000000-	0979-001090380	POP:4/1-4/30/24 - 2024 BLANKET REFUSE SERVICES	95414	5/14/2024	0.01
	Total Paid by Vendor					6,971.94
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	351541	Payroll Run 1 - Warrant 240428	95149	5/1/2024	1,333,408.95
	Total Paid by Vendor					1,333,408.95
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	052024	POP: 5/1/24-5/31/24- PO FIRE SUPPLY LEASE	95280	5/7/2024	8,000.00
	Total Paid by Vendor					8,000.00
ROCKET CITY GARAGE SERVICE LLC	1000-15-15100-513010-00000000-	20242874	POP: 3/5/24-LIFT REPAIRS BAY 5 (SOLE SOURCE)	95281	5/7/2024	1,249.33
	1000-15-15100-513010-00000000-	20242872	POP:3/5/24-BAY 4 LIFT REPAIRS (SOLE SOURCE)	95281	5/7/2024	176.40
	Total Paid by Vendor					1,425.73
S & S FIRESTONE INC	1000-00-00000-140101-00000000-	4230010850	TIRES	90003437	5/7/2024	119.51
	1000-15-15100-513030-00000000-	4230010589	COM TX 043024/4230010589	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230010589	COM TX 043024/4230010589	90003437	5/7/2024	15.00
	1000-15-15100-513030-00000000-	4230010718	COM TX 043024/4230010718	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230010718	COM TX 043024/4230010718	90003437	5/7/2024	40.00
	1000-15-15100-513030-00000000-	4230010881	COM TX 043024/4230010881	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230010881	COM TX 043024/4230010881	90003437	5/7/2024	15.00
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	1000-15-15100-513030-00000000-	4230010881	COM TX 043024/4230010881	90003437	5/7/2024	6.00
	1000-15-15100-513030-00000000-	4230010994	COM TX 043024/4230010994	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230010994	COM TX 043024/4230010994	90003437	5/7/2024	38.00
	1000-15-15100-513030-00000000-	4230010994	COM TX 043024/4230010994	90003437	5/7/2024	515.00
	1000-15-15100-513030-00000000-	4230010995	COM TX 043024/4230010995	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230010995	COM TX 043024/4230010995	90003437	5/7/2024	38.00
	1000-15-15100-513030-00000000-	4230010995	COM TX 043024/4230010995	90003437	5/7/2024	515.00
	1000-15-15100-513030-00000000-	4230010996	COM TX 043024/4230010996	90003437	5/7/2024	250.00
	1000-15-15100-513030-00000000-	4230010996	COM TX 043024/4230010996	90003437	5/7/2024	1,135.36
	1000-15-15100-513030-00000000-	4230011040	COM TX 043024/4230011040	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230011040	COM TX 043024/4230011040	90003437	5/7/2024	40.00
	1000-15-15100-513030-00000000-	4230011040	COM TX 043024/4230011040	90003437	5/7/2024	550.00
	1000-15-15100-513030-00000000-	4230011040	COM TX 043024/4230011040	90003437	5/7/2024	20.00
	1000-15-15100-513030-00000000-	4230011159	COM TX 043024/4230011159	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230011159	COM TX 043024/4230011159	90003437	5/7/2024	15.00
	1000-15-15100-513030-00000000-	4230011147	COM TX 043024/4230011147	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230011147	COM TX 043024/4230011147	90003437	5/7/2024	33.00

	1000-15-15100-513030-00000000-	4230011148	COM TX 043024/4230011148	90003437	5/7/2024	52.50
	1000-15-15100-513030-00000000-	4230011148	COM TX 043024/4230011148	90003437	5/7/2024	20.00
	1000-15-15100-513030-00000000-	4230011149	COM TX 043024/4230011149	90003437	5/7/2024	30.00
	1000-15-15100-513030-00000000-	4230011149	COM TX 043024/4230011149	90003437	5/7/2024	6.00
	1000-15-15100-513030-00000000-	4230011153	COM TX 043024/4230011153	90003437	5/7/2024	75.00
	1000-15-15100-513030-00000000-	4230011153	COM TX 043024/4230011153	90003437	5/7/2024	33.00
	1000-15-15100-513030-00000000-	4230011158	COM TX 043024/4230011158	90003437	5/7/2024	196.00
	1000-15-15100-513030-00000000-	4230011158	COM TX 043024/4230011158	90003437	5/7/2024	20.00
	1000-15-15100-513030-00000000-	4230011158	COM TX 043024/4230011158	90003437	5/7/2024	6.00
	1000-15-15100-513030-00000000-	4230010598	COM TX 050824/4230010598	90003507	5/14/2024	45.00
	1000-15-15100-513030-00000000-	4230010598	COM TX 050824/4230010598	90003507	5/14/2024	75.00
	1000-15-15100-513030-00000000-	4230010598	COM TX 050824/4230010598	90003507	5/14/2024	6.00
	1000-15-15100-513030-00000000-	4230011130	COM TX 050824/4230011130	90003507	5/14/2024	75.00
	1000-15-15100-513030-00000000-	4230011130	COM TX 050824/4230011130	90003507	5/14/2024	15.00
	1000-15-15100-513030-00000000-	4230011146	COM TX 050824/4230011146	90003507	5/14/2024	75.00
	1000-15-15100-513030-00000000-	4230011146	COM TX 050824/4230011146	90003507	5/14/2024	38.00
	1000-15-15100-513030-00000000-	4230011234	COM TX 050824/4230011234	90003507	5/14/2024	75.00
	1000-15-15100-513030-00000000-	4230011234	COM TX 050824/4230011234	90003507	5/14/2024	15.00
	1000-15-15100-513030-00000000-	4230011236	COM TX 050824/4230011236	90003507	5/14/2024	75.00
	1000-15-15100-513030-00000000-	4230011236	COM TX 050824/4230011236	90003507	5/14/2024	15.00
	1000-15-15100-513030-00000000-	4230011239	COM TX 050824/4230011239	90003507	5/14/2024	15.00
	1000-15-15100-513030-00000000-	4230011239	COM TX 050824/4230011239	90003507	5/14/2024	75.00
	Total Paid by Vendor					5,067.37
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	94241627	POP: 4/22/24-CLEANERS/SOLVENTS DISPOSAL (BLANKET)	95284	5/7/2024	2,254.93
	1000-15-15100-515340-00000000-	93888607	CLEANERS/SOLVENTS DISPOSAL (BLANKET)	95417	5/14/2024	400.00
	Total Paid by Vendor					2,654.93
SAFEWARE INC	1000-42-42100-515340-00000000-	30198349	SAR HELMET REFLECTIVE KIT	95285	5/7/2024	454.95
	Total Paid by Vendor					454.95
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	130010	POP:4/23-4/25/24 2024 PO ELECTRICAL MISC ITEMS	90003478	5/7/2024	207.76
	1000-14-14300-513010-00000000-	130013	POP:4/24-4/26/24 2024 PO ELECTRICAL MISC ITEMS	90003478	5/7/2024	25.35
	1000-14-14300-513010-00000000-	130009	POP:THRU 4/25/24 2024 PO ELECTRICAL MISC ITEMS	90003478	5/7/2024	3,077.10
	1000-14-14300-513010-00000000-	130048	POP:4/25-5/1/24 -2024 PO SPECIFIC ELECTRICAL ITEMS	90003478	5/7/2024	69.00
	1000-14-14300-513010-00000000-	130071	2024 BLANKET PO ELECTRICAL MISC ITEMS	90003540	5/14/2024	202.68
	1000-14-14300-513010-00000000-	129820 04/08/24	2024 BLANKET PO ELECTRICAL MISC ITEMS	90003540	5/14/2024	10.68
	1000-14-14300-513010-00000000-	130091	POP:5/7/24 - 2024 PO SPECIFIC ELECTRICAL ITEMS	90003540	5/14/2024	138.00
	Total Paid by Vendor					3,730.57
SERVICEWEAR APPAREL	1000-70-70200-515670-00000000-	0054160617	INV FOR JASON COUNTS WASH W/CM 00721382	90003479	5/7/2024	124.29
	1000-70-70200-515670-00000000-	00721382	CREDIT FOR INVOICE 0054160617	90003479	5/7/2024	-124.29
	1000-52-52100-515670-00000000-	0054247889	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90003479	5/7/2024	223.16
	1000-52-52100-515670-00000000-	0054247887	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90003479	5/7/2024	52.48
	1000-52-52100-515670-00000000-	0054247888	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90003479	5/7/2024	127.82
	1000-52-52100-515670-00000000-	0054237754	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90003479	5/7/2024	176.86
	1000-53-53400-515670-00000000-	0054586559	UNIFORMS PARKING - BLANKET	90003479	5/7/2024	187.52
	1000-53-53300-515670-00000000-	0054503301	UNIFORMS PARKING - BLANKET	90003479	5/7/2024	43.58
	1000-53-53200-515670-00000000-	0054586556	UNIFORMS PARKING - BLANKET	90003479	5/7/2024	77.51
	1000-14-14310-515670-00000000-	0054416267	UNIFORMS - GENERAL SERVICES (BLANKET)	90003479	5/7/2024	86.66
	1000-14-14300-515670-00000000-	0054491995	UNIFORMS - GENERAL SERVICES (BLANKET)	90003479	5/7/2024	85.76
	1000-14-14310-515670-00000000-	0054491995	UNIFORMS - GENERAL SERVICES (BLANKET)	90003479	5/7/2024	7.50
	1000-55-55100-515670-00000000-	0054586549	FY24 UNIFORMS-PWS ADM/CONST/MAINT	90003479	5/7/2024	54.10
	1000-55-55100-515670-00000000-	0054575073	FY24 UNIFORMS-PWS ADM/CONST/MAINT	90003479	5/7/2024	270.50
	1000-55-55100-515670-00000000-	0054561534	FY24 UNIFORMS-PWS ADM/CONST/MAINT	90003479	5/7/2024	21.10
	1000-55-55100-515670-00000000-	0054586547	FY24 UNIFORMS-PWS ADM/CONST/MAINT	90003479	5/7/2024	54.10
	1000-30-30100-515670-00000000-	0054491987	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	24.87
	1000-30-30100-515670-00000000-	0054480849	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	44.16
	1000-30-30100-515670-00000000-	0054480824	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	49.12
	1000-30-30100-515670-00000000-	0054458452	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	96.30
	1000-30-30100-515340-00000000-	0054458417	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	1.88
	1000-30-30100-515670-00000000-	0054458417	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	24.87
	1000-30-30100-515670-00000000-	0054458449	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	133.24
	1000-30-30100-515670-00000000-	0054458430	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	128.61
	1000-30-30100-515670-00000000-	0054458420	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	98.64
	1000-30-30100-515670-00000000-	0054458418	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	159.07

	1000-30-30100-515670-00000000-	0054458450	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	134.11
	1000-30-30100-515670-00000000-	0054458451	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	35.87
	1000-30-30100-515670-00000000-	0054427165	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	71.74
	1000-30-30100-515670-00000000-	0054480813	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	180.16
	1000-30-30100-515670-00000000-	0054416253	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	112.88
	1000-30-30100-515670-00000000-	0054427167	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	71.74
	1000-30-30100-515670-00000000-	0054447517	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	35.87
	1000-30-30100-515670-00000000-	0054427184	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003479	5/7/2024	44.16
	1000-55-55100-515670-00000000-	0054586548	FY24 UNIFORMS - PWS ADM/CONST/MAINT	90003479	5/7/2024	54.82
	1000-70-70200-515670-00000000-	0054669033	UNIFORMS - COMM. DEVT. (BLANKET)	90003541	5/14/2024	72.39
	1000-70-70200-515670-00000000-	0054266984	UNIFORMS - COMM. DEVT. (BLANKET)	90003541	5/14/2024	124.29
	1000-30-30100-515670-00000000-	0054491998	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003541	5/14/2024	24.87
	1000-30-30100-515670-00000000-	0054480850	UNIFORMS-PARKS AND RECREATION (BLANKET)	90003541	5/14/2024	142.40
	1000-50-00000-515670-00000000-	0054586558	FY24 UNIFORMS - ANIMAL SERVICES - BLANKET	90003541	5/14/2024	193.26
	1000-50-00000-515670-00000000-	0054644923	FY24 UNIFORMS - ANIMAL SERVICES - BLANKET	90003541	5/14/2024	325.71
	1000-50-00000-515670-00000000-	0054586557	FY24 UNIFORMS - ANIMAL SERVICES - BLANKET	90003541	5/14/2024	90.91
	1000-74-74300-515670-00000000-	0054608614	UNIFORMS-PLANNING (BLANKET)	90003541	5/14/2024	74.25
	1000-74-74300-515670-00000000-	0054575076	UNIFORMS-PLANNING (BLANKET)	90003541	5/14/2024	149.07
	1000-71-71300-515670-00000000-	0054524379	UNIFORMS-ENGINEERING (BLANKET)	90003541	5/14/2024	291.35
	1000-71-71300-515670-00000000-	0054447513	UNIFORMS-ENGINEERING (BLANKET)	90003541	5/14/2024	35.87
	1000-70-70200-515670-00000000-	0053835360	UNIFORMS - COMM. DEVT. (BLANKET)	90003541	5/14/2024	80.46
	1000-14-14310-515670-00000000-	0054150505	UNIFORMS - GENERAL SERVICES (BLANKET)	90003541	5/14/2024	54.62
	1000-14-14300-515670-00000000-	0054301746	UNIFORMS - GENERAL SERVICES (BLANKET)	90003541	5/14/2024	206.68
	1000-14-14310-515670-00000000-	0054128479	UNIFORMS - GENERAL SERVICES (BLANKET)	90003541	5/14/2024	118.60
	1000-14-14310-515670-00000000-	0054669031	UNIFORMS - GENERAL SERVICES (BLANKET)	90003541	5/14/2024	24.13
	1000-14-14310-515670-00000000-	0054669032	UNIFORMS - GENERAL SERVICES (BLANKET)	90003541	5/14/2024	48.26
	1000-53-53400-515670-00000000-	0054598163	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	90.84
	1000-53-53300-515670-00000000-	0054608618	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	113.80
	1000-53-53400-515670-00000000-	0054608611	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	60.56
	1000-53-53400-515670-00000000-	0054608612	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	90.84
	1000-53-53200-515670-00000000-	0054644922	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	19.60
	1000-53-53400-515670-00000000-	0054618118	UNIFORMS PARKING - BLANKET	90003541	5/14/2024	155.48
	Total Paid by Vendor					5,559.00
SHADERICKA PETERS	1000-30-30200-515340-00000000-	4-30-24	POP: 4/1/24-4/29/24-ZUMBA DANCE INSTRUCTOR	90003480	5/7/2024	125.00
	1000-30-30200-515340-00000000-	04-30-24	POP: 3/4/24-3/25/24-ZUMBA DANCE INSTRUCTOR	90003480	5/7/2024	100.00
	Total Paid by Vendor					225.00
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7111	POP:4/8/24 PAINTING ORIENTAL BRIDGE BIG SPRING PRK	95287	5/7/2024	3,732.10
	Total Paid by Vendor					3,732.10
SHERWIN-WILLIAMS CO	1000-75-75200-515340-00000000-	5634-0	TIPS AND GUARDS FOR STRIPER	95288	5/7/2024	683.10
	Total Paid by Vendor					683.10
SHINERZ SHOWCAR PRODUCTS INC	1000-42-42100-515340-00000000-	T1-0005037	QUOTE Q1-0000011,TRUCKWASH	95419	5/14/2024	1,999.99
	Total Paid by Vendor					1,999.99
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52200-513010-00000000-	139712856-001	PLANT FOR RESEARCH PARK - SPECIAL EVENTS	95290	5/7/2024	443.70
	1000-52-52700-513010-00000000-	140077399-001	EMERGENT HERBICIDE FOR ROADSIDES - SOUTH	95290	5/7/2024	1,208.98
	1000-52-52500-513010-00000000-	140077412-001	POST EMERGENT HERBICIDE FOR RESEARCH - WEST	95290	5/7/2024	320.47
	1000-52-52300-513013-00000000-	140172225-001	LM IRRIGATION - NON -BID ITEMS (BLANKET)	95290	5/7/2024	171.74
	1000-52-52400-515340-00000000-	140089413-001	PLANTS FOR HAYS	95290	5/7/2024	403.46
	1000-52-52300-513010-00000000-	139806642-001	IRRIGATION A-BID ITEMS (BLANKET)	95290	5/7/2024	184.80
	1000-52-52300-513010-00000000-	140427493-001	SUPPLIES FOR LM DIVISIONS - NON-BID (BLANKET)	95290	5/7/2024	473.08
	1000-52-52200-513010-00000000-	139712827-001	PLANTS FOR RESEARCH PARK - SPECIAL EVENTS	95290	5/7/2024	2,377.53
	1000-52-52700-513010-00000000-	140481743-001	LESCO PYRAMID SEED FOR ROADSIDES - SOUTH	95290	5/7/2024	375.00
	1000-52-52300-513013-00000000-	140592500-001	IRRIGATION A-BID ITEMS (BLANKET)	95290	5/7/2024	779.28
	1000-52-52300-513013-00000000-	140344106-001	LM IRRIGATION - NON -BID ITEMS (BLANKET)	95290	5/7/2024	71.82
	1000-51-00000-515340-00000000-	141021960-001	NON-BID CEMETERY MAINT ITEMS/BLANKET PO	95290	5/7/2024	184.38
	1000-52-52600-515340-00000000-	140935152-001	CHEMICAL SPRAYER - NORTH	95420	5/14/2024	249.99
	1000-52-52200-515340-00000000-	140560213-001	CHEMICAL SPRAY GUNS FOR SPE	95420	5/14/2024	164.90
	1000-52-52200-513010-00000000-	140964726-001	SURFACTANT SOLUTION FOR CHEMICALS - SPE	95420	5/14/2024	82.12
	Total Paid by Vendor					7,491.25
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	351548	Payroll Run 1 - Warrant 240428	95159	5/2/2024	1,066.34
	Total Paid by Vendor					1,066.34
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/60567720	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	10,821.56
	1000-15-15100-515610-00000000-	ARV/60577004	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	261.74

	1000-15-15100-515610-00000000-	ARV/60579996	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	74.35
	1000-15-15100-515610-00000000-	ARV/60582367	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	377.81
	1000-15-15100-515610-00000000-	ARV/60596327	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	1,333.31
	1000-15-15100-515610-00000000-	ARV/60599563	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	3,693.18
	1000-15-15100-515610-00000000-	ARV/60616114	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	504.32
	1000-15-15100-515610-00000000-	ARV/60644970	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	314.46
	1000-15-15100-515610-00000000-	ARV/60663604	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	1,071.91
	1000-15-15100-515610-00000000-	ARV/60727389	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	678.59
	1000-15-15100-515610-00000000-	ARV/60742921	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	472.02
	1000-15-15100-515610-00000000-	ARV/60786985	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	98.37
	1000-15-15100-515610-00000000-	ARV/60821001	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	675.67
	1000-15-15100-515610-00000000-	ARV/60963016	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	3,892.99
	1000-15-15100-515610-00000000-	ARV/61028940	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	536.20
	1000-15-15100-515610-00000000-	ARV/61137258	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	31.29
	1000-15-15100-515610-00000000-	ARV/61137258	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95291	5/7/2024	18.79
	1000-15-15100-515610-00000000-	ARV/60567719	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	12,394.70
	1000-15-15100-515610-00000000-	ARV/60593866	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	139.40
	1000-15-15100-515610-00000000-	ARV/60599562	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	3,892.99
	1000-15-15100-515610-00000000-	ARV/60616113	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	1,472.77
	1000-15-15100-515610-00000000-	ARV/60651259	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	244.68
	1000-15-15100-515610-00000000-	ARV/60663603	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	169.30
	1000-15-15100-515610-00000000-	ARV/60665588	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	112.50
	1000-15-15100-515610-00000000-	ARV/60727388	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	678.59
	1000-15-15100-515610-00000000-	ARV/60742920	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	673.98
	1000-15-15100-515610-00000000-	ARV/60785265	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	98.37
	1000-15-15100-515610-00000000-	ARV/60821000	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	675.67
	1000-15-15100-515610-00000000-	ARV/61028939	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	536.20
	1000-15-15100-515610-00000000-	ARV/61137257	FLEET SERVICES - NEW TECHNICIAN TOOLBOX AND TOOLS	95421	5/14/2024	50.08
	Total Paid by Vendor					45,995.79
SOLID WASTE DISPOSAL AUTHORITY	1000-55-55300-515730-00000000-	T1006999	POP:4/9-4/30/24 - FY23 -TIPPING FEES (CONST/MAINT)	90003481	5/7/2024	1,516.38
	1000-55-55400-515730-00000000-	T1006999	POP:4/9-4/30/24 - FY23 -TIPPING FEES (CONST/MAINT)	90003481	5/7/2024	8.80
	1000-50-00000-515340-00000000-	T1007008	POP:4/1-4/19/24 - SOLID WASTE DISPOSAL PO	90003481	5/7/2024	86.70
	1000-52-52300-515730-00000000-	T1007006	POP:4/1-4/29/24 - TIPPING FEES - LANDSCAPE	90003481	5/7/2024	882.95
	1000-52-52700-515730-00000000-	T1007005	POP:4/1-4/29/24 - TIPPING FEES - LANDSCAPE	90003481	5/7/2024	684.28
	1000-52-52500-515730-00000000-	T1007000	POP:4/8-4/23/24 - TIPPING FEES - LANDSCAPE	90003481	5/7/2024	40.68
	1000-70-70200-515730-00000000-	T1006989	POP 4/1-4/30/24 DUMP FEES (BLANKET PO)	90003482	5/7/2024	3,546.72
	Total Paid by Vendor					6,766.51
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	30544	COM TX 042924/30544	90003483	5/7/2024	166.50
	1000-15-15100-513030-00000000-	30544	COM TX 042924/30544	90003483	5/7/2024	8.00
	1000-15-15100-513030-00000000-	30544	COM TX 042924/30544	90003483	5/7/2024	450.00
	1000-15-15100-513030-00000000-	30554	COM TX 043024/30554	90003483	5/7/2024	367.70
	1000-15-15100-513030-00000000-	30554	COM TX 043024/30554	90003483	5/7/2024	1,725.30
	1000-52-52700-515340-00000000-	30511	SPRAY TANK FOR TRUCK - SOUTH	90003483	5/7/2024	1,434.17
	1000-15-15100-513030-00000000-	30587	COM TX 050824/30587	90003542	5/14/2024	69.17
	1000-15-15100-513030-00000000-	30587	COM TX 050824/30587	90003542	5/14/2024	180.00
	Total Paid by Vendor					4,400.84
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	REG20240000286540	POP: 05/01/24 -05/31/24-O&M LTE SLINC(RES. 17-610)	95423	5/14/2024	2,917.12
	1000-17-17100-515070-00000000-	1151003	POP: THRU MAY 2024-O&M LTE SLINC (RES. 17-610)	95423	5/14/2024	16,000.00
	Total Paid by Vendor					18,917.12
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-66256	POP: 05/01/24-5/31/24 LAWN MAINTENANCE	90003543	5/14/2024	21,322.09
	Total Paid by Vendor					21,322.09
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240021297	TIRES	95424	5/14/2024	2,760.00
	Total Paid by Vendor					2,760.00
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	05012024	POP:5/1-5/31/24 - 2024 PO GIS 200 WEST SIDE SQUARE	95292	5/7/2024	11,016.51
	Total Paid by Vendor					11,016.51
STANARD & ASSOCIATES INC	1000-42-42100-515370-00000000-	SA000057867	PROMOTIONAL TESTING EXAMINATION SRVS BLANKET	95293	5/7/2024	2,286.50
	1000-42-42100-515370-00000000-	SA000057881	PROMOTIONAL TESTING EXAMINATION SRVS BLANKET	95293	5/7/2024	1,180.00
	Total Paid by Vendor					3,466.50
STAPLES INC	1000-50-00000-515340-00000000-	6001761274	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90003485	5/7/2024	7.98
	1000-50-00000-515340-00000000-	6001761281	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90003485	5/7/2024	33.19
	1000-14-14100-515340-00000000-	6001761279	615 WASHINGTON ST 35801 256-427-5660 D STOREY	90003485	5/7/2024	27.15
	1000-14-14300-515340-00000000-	6001761279	615 WASHINGTON ST 35801 256-427-5660 D STOREY	90003485	5/7/2024	3.77

	1000-14-14100-515340-00000000-	6001761280	615 WASHINGTON ST 35801 256-427-5660 D STOREY	90003485	5/7/2024	6.06
	1000-75-75200-515340-00000000-	6001761278	M.MILLS,256-427-5562,2100 CLINTON AVE.	90003485	5/7/2024	50.19
	1000-42-42100-515340-00000000-	6001761275	OFC SUPPLIES LAVADAMASON 2219 HALL AVE 883-3979	90003485	5/7/2024	132.91
	1000-41-41100-515340-00000000-	6001761276	704 FIBER STREET NW-SUPPLY STOCK 256-427-7034	90003485	5/7/2024	68.00
	1000-50-00000-515340-00000000-	6001761285	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90003485	5/7/2024	14.24
	1000-42-42100-515340-00000000-	6001761277	OFC SUPPLIES LAVADAMASON 2219 HALL AVE 883-3979	90003485	5/7/2024	22.60
	1000-74-74200-515340-00000000-	6001761282	200WESTSIDESQ/EFERNOW/2564275192	90003485	5/7/2024	87.78
	1000-17-17100-515340-00000000-	6001761283	LENA ARD / 305 FOUNTAIN CIRCLE / 256-427-5097	90003485	5/7/2024	15.57
	1000-18-00000-515340-00000000-	3557972798	SUPPLIES-308FOUNTAINCIR.6THFLRJCOX4275026	90003485	5/7/2024	49.99
	1000-18-00000-515340-00000000-	3561730397	CREDIT FOR INVOICE 3557972798	90003485	5/7/2024	-49.99
	1000-14-14100-515340-00000000-	6002168691	615 WASHINGTON ST 35801 256-427-5660 D STOREY	90003545	5/14/2024	62.78
	1000-41-41100-515340-00000000-	6002168693	704 FIBER / D. MORGAN 256-427-7174	90003545	5/14/2024	36.57
	1000-41-41100-515340-00000000-	6002168694	704 FIBER / D. MORGAN 256-427-7174	90003545	5/14/2024	461.08
	1000-11-00000-515340-00000000-	6002168700	SAM SCANNELL, 305 FOUNTAIN CIR, 6 FLR, 2564275011	90003545	5/14/2024	192.06
	1000-11-00000-515340-00000000-	6002168701	SAM SCANNELL, 305 FOUNTAIN CIR, 6 FLR, 2564275011	90003545	5/14/2024	141.19
	1000-41-41100-515340-00000000-	6002168695	T. DOYLE/704 FIBER ST/256-427-7130	90003545	5/14/2024	203.40
	1000-41-41100-515340-00000000-	6002168697	704 FIBER / D. MORGAN 256-427-7174	90003545	5/14/2024	189.33
	1000-52-52100-515340-00000000-	6002168698	E NORTON 3242 LEEMAN FERRY 256-427-5405	90003545	5/14/2024	200.52
	1000-51-00000-515340-00000000-	6002168702	BECKY JONES 203 MAPLE HILL DR 256-427-5730	90003545	5/14/2024	71.70
	1000-53-53100-515340-00000000-	6002168703	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90003545	5/14/2024	121.98
	Total Paid by Vendor					2,150.05
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-240530-00000000-	APRIL, 2024	APRIL, 2024 CONSTRUCTION INDUSTRY CRAFT TRNG FEE	95294	5/7/2024	90,879.00
	Total Paid by Vendor					90,879.00
STATE OF MICHIGAN FAMILY INDEPENDENCE	1000-00-00000-210180-00000000-	351558	Payroll Run 1 - Warrant 240428	95166	5/2/2024	28.88
	Total Paid by Vendor					28.88
STATE SYSTEMS INC	1000-53-53200-513010-PK1030XX-	147968484	POP:2/29/24 -REPAIR LEAKS SPRINKLER SYS GARAGE "B"	90003486	5/7/2024	21,260.01
	1000-53-53200-513010-PK1020XX-	147973297	POP:4/11/24-4/15/24 SPRINKLER SYS MAINT GARAGE "B"	90003486	5/7/2024	170.00
	1000-53-53200-513010-PK1030XX-	147973297	POP:4/11/24-4/15/24 SPRINKLER SYS MAINT GARAGE "B"	90003486	5/7/2024	190.00
	1000-14-14300-513010-00000000-	147971833	POP:3/31/24 - 2024 PO UPGRADES & REPAIRS	90003486	5/7/2024	142.50
	1000-14-14300-513010-00000000-	147971830	POP:3/31/24 - 2024 PO UPGRADES & REPAIRS	90003486	5/7/2024	1,005.00
	1000-53-53200-513010-PK1020XX-	147972062	POP:3/27/24 SPRINKLER SYSTEM MAINTENANCE GARAGE "B"	90003486	5/7/2024	297.50
	1000-53-53200-513010-PK1030XX-	147972062	POP:3/27/24 SPRINKLER SYSTEM MAINTENANCE GARAGE "B"	90003486	5/7/2024	332.50
	1000-53-53200-513010-PK1030XX-	147972044	POP:3/14-3/18/24 - SPRINKLER SYSMAINT GARAGE "B"	90003486	5/7/2024	285.00
	1000-14-14300-513010-00000000-	147971115	POP:3/29/24 - 2024 UPGRADES & REPAIRS	90003486	5/7/2024	810.00
	1000-14-14300-513010-00000000-	147971806	POP:3/31/24 - 2024 UPGRADES & REPAIRS	90003486	5/7/2024	95.00
	Total Paid by Vendor					24,587.51
STEPHEN EUGENE ALBAN	1000-30-30200-515370-00000000-	S.ALBAN 043024	POP:4/1-4/30/24 - EXERCISE INSTRUCTOR FY24	95295	5/7/2024	50.00
	Total Paid by Vendor					50.00
STERICYCLE INC	1000-50-00000-515340-00000000-	8006851481	HAZARDOUS DISPOSAL SYRINGE NEEDLES - BLANKET	95296	5/7/2024	102.09
	Total Paid by Vendor					102.09
STRICKLAND COMPANIES	1000-53-53100-515340-00000000-	HU989863-00	COPY PAPER FOR OFFICE	95297	5/7/2024	257.56
	1000-50-00000-515340-00000000-	HU989962-00	COLORLED PAPER	95297	5/7/2024	40.96
	1000-12-12500-515340-00000000-	HU989914-00	PAPER FOR STOCK	95297	5/7/2024	782.34
	1000-12-12500-515340-00000000-	HU990872-00	PAPER FOR STOCK	95425	5/14/2024	286.72
	1000-12-12500-515340-00000000-	HU990873-00	PAPER FOR STOCK	95425	5/14/2024	126.69
	Total Paid by Vendor					1,494.27
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	330452	POP:4/16/24 - 2024 PROPANE DELIVERED	95298	5/7/2024	167.57
	Total Paid by Vendor					167.57
SUNBELT RENTALS INC	1000-41-41110-515340-00000000-	150556655-0004	POP: 4/17/24-5/14/24-MANLIFT RENTAL FOR NAMACC	95426	5/14/2024	1,799.00
	Total Paid by Vendor					1,799.00
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	019	POP:THRU 4/25/24 - 2024 PO JANITORIAL SERVICES	90003487	5/7/2024	102,622.11
	Total Paid by Vendor					102,622.11
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000134022	POP:4/1-4/30/24 FY24 SOLE SOURCE LUKE SVCS PARKING	90003488	5/7/2024	285.00
	1000-17-17100-515250-00000000-	IRIS0000134205	POP:5/1-5/31/24 FY24 SOLE SOURCE LUKE SVCS PARKING	90003488	5/7/2024	3,610.00
	Total Paid by Vendor					3,895.00
TAYLOR BURTON	1000-52-52900-515520-00000000-	00000457	POP:4/20/24 MUSIC ENTERTAIN EARTH DAY - GREEN TEAM	90003489	5/7/2024	500.00
	Total Paid by Vendor					500.00
TEMPLE INC	1000-75-75300-515340-00000000-	INV0239856	PROGRAM BOARDS	95427	5/14/2024	1,340.00
	1000-75-75300-515340-00000000-	INV0240345	PUSHBUTTONS FOR STOCK	95427	5/14/2024	2,180.00
	Total Paid by Vendor					3,520.00
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	351544	Payroll Run 1 - Warrant 240428	95167	5/2/2024	688.60
	Total Paid by Vendor					688.60

THE LIOCE GROUP INC	1000-16-16100-515340-00000000-	IN490594	TONER FOR HR	95299	5/7/2024	160.90
	1000-50-00000-515340-00000000-	IN491338	PRINTER INK SHAI HAMPTON ID #AD576	95299	5/7/2024	108.50
	1000-70-70200-515340-00000000-	IN491479	INK TONERS	95299	5/7/2024	370.66
	1000-13-13100-515340-00000000-	IN472686	BLANKET PO FOR TONER/CARTRIDGES FOR THE FINANCE	95299	5/7/2024	54.25
	1000-13-13100-515340-00000000-	IN489766	BLANKET PO FOR TONER/CARTRIDGES FOR THE FINANCE	95299	5/7/2024	54.25
	1000-17-17400-520200-00000000-	IN478236	COPIER FOR PD TRAINING	95299	5/7/2024	11,200.94
	1000-30-30600-515340-00000000-	IN489722	INK NEEDED FOR COPIERS AT MERRIMACK	95299	5/7/2024	221.50
	1000-16-16100-515340-00000000-	IN492950	TONER FOR HR	95428	5/14/2024	80.45
	1000-70-70200-515340-00000000-	IN492748	TONER BOX	95428	5/14/2024	39.39
	1000-17-17400-520200-00000000-	IN492785	30 PPM COLOR COPIER FOR RAYMOND JAMES REC CENTER	95428	5/14/2024	4,207.37
	Total Paid by Vendor					16,498.21
	1000-16-16300-515340-00000000-	1585232	POP:4/1-4/30/24 - WATER FOR CLINIC	95300	5/7/2024	53.70
	1000-52-52600-515340-00000000-	1585490	POP:THRU 4/30/24 - WATER COOLER SYSTEMS - LM	95429	5/14/2024	34.99
	1000-52-52100-515340-00000000-	1584859	POP:THRU 4/30/24 - WATER COOLER SYSTEMS - LM	95429	5/14/2024	34.99
THE ROBERTS GROUP INC	1000-52-52900-515340-00000000-	1584420	WATER COOLER - GT 9TH AVE	95429	5/14/2024	44.70
	Total Paid by Vendor					168.38
THE STANDARD FIRE INSURANCE COMPANY	1000-19-00000-515190-00000000-	FY24-042	SETTLEMENT OF CLAIM FY24-042	95430	5/14/2024	3,815.74
	Total Paid by Vendor					3,815.74
THE VV WILLIAMS COMPANY LLC	1000-17-17100-515250-00000000-	072P34226	THRU MAY 2025 ALLISON DOC SW SUPPORT GS/FLEET	95324	5/7/2024	1,236.96
	Total Paid by Vendor					1,236.96
THOMAS W MILLER	1000-19-00000-515190-00000000-	FY24-118	SETTLEMENT OF CLAIM FY24-118	95431	5/14/2024	444.22
	Total Paid by Vendor					444.22
THOMSON REUTERS - WEST	1000-18-00000-515340-00000000-	850102665	POP:THRU 4/30/24 - WESTLAW NEXT LEGAL RESEARCH	95432	5/14/2024	4,127.36
	Total Paid by Vendor					4,127.36
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	042924-1ST SESSION	POP: 4/29/24-DDC INSTRUCTOR SERVICES FY24	95304	5/7/2024	100.00
	Total Paid by Vendor					100.00
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	44361	COM TX 043024/44361	95189	5/7/2024	100.00
	Total Paid by Vendor					100.00
TIMOTHY RIGDON	1000-19-00000-515190-00000000-	FY24-075	SETTLEMENT OF CLAIM FY24-075	95434	5/14/2024	201.63
	Total Paid by Vendor					201.63
TK ELEVATOR CORPORATION	1000-53-53200-513010-PK1020XX-	3007802201	POP: 4/1/24-6/30/24- ELEVATOR MAINTENANCE	95305	5/7/2024	2,850.00
	Total Paid by Vendor					2,850.00
TOM JEFFREYS SIGN AND BANNER	1000-42-42100-515340-00000000-	44673	SIGN AND ARTWORK (BLANKET)	95306	5/7/2024	280.00
	1000-42-42100-515430-00000000-	44674	SIGN AND ARTWORK (BLANKET)	95435	5/14/2024	3,400.00
	Total Paid by Vendor					3,680.00
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W00287	COM TX 050624/W00287	95438	5/14/2024	4,611.96
	1000-15-15100-513030-00000000-	W00287	COM TX 050624/W00287	95438	5/14/2024	5,899.92
	1000-15-15100-513030-00000000-	W00287	COM TX 050624/W00287	95438	5/14/2024	130.00
	1000-15-15100-513030-00000000-	W00305	COM TX 050624/W00305	95438	5/14/2024	2,666.63
	1000-15-15100-513030-00000000-	W00305	COM TX 050624/W00305	95438	5/14/2024	2,313.48
	Total Paid by Vendor					15,621.99
TRI COUNTY SHOES INCORPORATED	1000-55-55100-515670-00000000-	758-1-120376	FY24 BOOTS FOR PWS M&C (BLANKET)	90003477	5/7/2024	176.00
	1000-15-15100-515670-00000000-	758-1-119160	2024 SAFETY SHOES FOR FLEET SERVICES (BLANKET)	90003477	5/7/2024	147.99
	1000-55-55100-515670-00000000-	758-1-121012	FY24 BOOTS FOR PWS M&C (BLANKET)	90003477	5/7/2024	183.99
	1000-30-30100-515670-00000000-	758-1-121381	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	124.00
	1000-30-30100-515670-00000000-	758-1-119046	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	112.00
	1000-30-30100-515670-00000000-	758-1-120392	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	147.99
	1000-30-30100-515670-00000000-	758-1-119097	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	150.00
	1000-30-30100-515670-00000000-	758-1-119095	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	150.00
	1000-30-30100-515670-00000000-	758-1-120933	BLANKET - PARKS & REC. FOOTWEAR FY24	90003539	5/14/2024	147.99
	1000-14-14310-515670-00000000-	758-1-120664	CREDIT FOR INVOICE 758-1-119158	90003539	5/14/2024	-12.00
	Total Paid by Vendor					1,327.96
	1000-15-15100-513030-00000000-	5713563	COM TX 043024/5713563	90003491	5/7/2024	1,580.71
	1000-15-15100-513030-00000000-	5713563	COM TX 043024/5713563	90003491	5/7/2024	25.00
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	5713563	COM TX 043024/5713563	90003491	5/7/2024	405.00
	Total Paid by Vendor					2,010.71
TRITAZ SOLUTIONS LLC	1000-42-42200-515130-00000000-	53727	POP: 5/1/24-5/31/24-FIRE STATION MEDICAL WASTE	90003546	5/14/2024	700.00
	Total Paid by Vendor					700.00
TURFGRASS OF TENNESSEE LLC	1000-52-52700-513010-00000000-	36671	BERMUDA SOD FOR SOUTH MAINT	95308	5/7/2024	198.00
	1000-52-52700-513010-00000000-	36636	BERMUDA SOD FOR MAYFAIR PARK V- SOUTH	95308	5/7/2024	2,916.00
	1000-52-52300-513010-00000000-	36648	BERMUDA SOD FOR JHP	95439	5/14/2024	297.00
	Total Paid by Vendor					3,411.00

ULINE INC	1000-18-00000-515340-00000000-	176778008	UTILITY LADDER FOR NEW FILE ROOM	95309	5/7/2024	605.90
	Total Paid by Vendor					605.90
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	351542	Payroll Run 1 - Warrant 240428	95168	5/2/2024	243.99
	Total Paid by Vendor					243.99
URBAN DESIGN ASSOCIATES LTD	1000-74-74100-515370-00000000-	12425	POP:12/30/23-1/26/24-PROFES SERV MILL CREEK CNI	90003547	5/14/2024	54,509.00
	1000-74-74100-515370-00000000-	22446	POP: 1/27/24-2/23/24-PROFES SERV MILL CREEK CNI	90003547	5/14/2024	7,662.41
	Total Paid by Vendor					62,171.41
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	351556	Payroll Run 1 - Warrant 240428	95158	5/2/2024	296.21
	Total Paid by Vendor					296.21
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	351538	Payroll Run 1 - Warrant 240428	95150	5/1/2024	953,693.02
	1000-00-00000-210140-00000000-	351538	Payroll Run 1 - Warrant 240428	95150	5/1/2024	530,454.07
	Total Paid by Vendor					1,484,147.09
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	308949	ITEMS FOR STOCK	90003493	5/7/2024	3,105.00
	1000-75-75300-515340-00000000-	309893	SIGNAL HARDWARE	90003548	5/14/2024	756.00
	Total Paid by Vendor					3,861.00
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	MAY 2024 RENT	POP 5/1-5/31/24 RENT FOR 620 PEARL AVE	95312	5/7/2024	3,500.00
	Total Paid by Vendor					3,500.00
VERITEXT LLC	1000-18-00000-515372-00000000-	7402566	POP: 5/8/24- OUTSIDE LEGAL SERVICES	95374	5/14/2024	300.00
	Total Paid by Vendor					300.00
WAGEWORKS	1000-00-00000-210250-00000000-	351537	Payroll Run 1 - Warrant 240428	95147	5/1/2024	3,894.08
	1000-00-00000-210260-00000000-	351537	Payroll Run 1 - Warrant 240428	95147	5/1/2024	24,869.19
	Total Paid by Vendor					28,763.27
WASHINGTON STATE SUPPORT REGISTRY	1000-00-00000-210180-00000000-	351559	Payroll Run 1 - Warrant 240428	95169	5/2/2024	230.76
	Total Paid by Vendor					230.76
WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	530148	OIL	90003550	5/14/2024	11,449.50
	Total Paid by Vendor					11,449.50
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	39897	POP: 4/17/24-4/24/24-2024 BLNKT-REPAIRS	95317	5/7/2024	403.50
	1000-42-42200-515310-00000000-	39934	LAUNDRY DETERGENT,#18501,JFAIN,2566504722	95317	5/7/2024	7,436.34
	Total Paid by Vendor					7,839.84
WHOLESALE TROPHIES INC	1000-42-42100-515340-00000000-	24-0425	RETIREMENT PLAQUE BLANKET	95318	5/7/2024	85.00
	Total Paid by Vendor					85.00
WILLIE LAMAR DAVIS	1000-19-00000-515190-00000000-	FY24-119	SETTLEMENT OF CLAIM FY24-119	95443	5/14/2024	2,004.45
	Total Paid by Vendor					2,004.45
WILMER & LEE PA	1000-18-00000-515372-00000000-	225544642	POP: 4/3/24-4/30/24- OUTSIDE LEGAL SERIVCES	95444	5/14/2024	832.50
	Total Paid by Vendor					832.50
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	064800 01	POP:4/25/24 - 2024 BLANKET - PLUMBING SUPPLIES	95319	5/7/2024	14.24
	1000-14-14300-513010-00000000-	064848 01	POP:4/25-4/26/24 -2024 BLANKET - PLUMBING SUPPLIES	95319	5/7/2024	1.80
	1000-14-14300-513010-00000000-	064817 01	POP:4/25/24 - 2024 BLANKET - PLUMBING SUPPLIES	95319	5/7/2024	314.33
	1000-14-14300-513010-00000000-	064626 01	POP:4/19-4/25/24 -2024 BLANKET - PLUMBING SUPPLIES	95319	5/7/2024	68.34
	1000-14-14300-513010-00000000-	064869 01	POP:4/26/24 - 2024 - PLUMBING SUPPLIES	95445	5/14/2024	208.58
	1000-14-14300-513010-00000000-	064934 01	POP:4/24-4/29/24 -2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	23.14
	1000-14-14300-513010-00000000-	064911 01	POP:4/24-4/29/24 -2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	152.83
	1000-14-14300-513010-00000000-	065124 01	2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	7.64
	1000-14-14300-513010-00000000-	065144 01	POP:5/2/24 - 2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	394.32
	1000-14-14300-513010-00000000-	065066 01	2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	285.86
	1000-14-14300-513010-00000000-	065016 01	POP:4/30-5/7/24 - 2024 BLANKET - PLUMBING SUPPLIES	95445	5/14/2024	200.99
	Total Paid by Vendor					1,672.07
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S104269066.001	POP:4/15-4/25/24 - 2024 PO - HVAC SUPPLIES	90003497	5/7/2024	30.98
	1000-14-14300-513010-00000000-	S104271222.001	POP:4/22/24 - 2024 BLANKET PO - HVAC SUPPLIES	90003497	5/7/2024	67.45
	1000-14-14300-513010-00000000-	S104270303.001	POP:4/15/24 - 2024 BLANKET PO - HVAC SUPPLIES	90003497	5/7/2024	26.88
	1000-14-14300-513010-00000000-	S104259707.002	POP:4/22/24 MOTOR MASTERS FOR RICHARD SHOWERS POOL	90003497	5/7/2024	8,199.14
	1000-14-14300-513010-00000000-	S104259649.001	POP:4/22/24 - 2024 BLANKET PO - HVAC SUPPLIES	90003497	5/7/2024	1,416.66
	1000-14-14300-513010-00000000-	S104158226.001	2024 BLANKET PO - HVAC SUPPLIES	90003497	5/7/2024	622.40
	1000-14-14300-515610-00000000-	S104290674.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	113.47
	1000-14-14300-515610-00000000-	S104290644.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	180.52
	1000-14-14300-513010-00000000-	S104288165.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	93.34
	1000-14-14300-513010-00000000-	S104287736.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	412.21
	1000-14-14300-513010-00000000-	S104287683.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	1,777.06
	1000-14-14300-513010-00000000-	S104282275.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	25.11
	1000-14-14300-513010-00000000-	S104273503.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	57.76
	1000-14-14300-515610-00000000-	S104273503.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	65.39
	1000-14-14300-513010-00000000-	S104272265.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	111.72

	1000-14-14300-513010-00000000-	S104168196.002	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	2,526.30
	1000-14-14300-513010-00000000-	S104300472.001	2024 BLANKET PO - HVAC SUPPLIES	90003551	5/14/2024	1,110.89
	Total Paid by Vendor					16,837.28
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	052024	POP: 5/1-5/31/24 - 2024 PO SHONEY DRIVE LEASE	95321	5/7/2024	5,000.00
	Total Paid by Vendor					5,000.00
WL HALSEY GROCERY CO	1000-30-30100-515340-00000000-	123245	DRINKING CUPS FOR PARKS & REC. ADMIN	95225	5/7/2024	87.62
	1000-30-30100-515340-00000000-	123245	DRINKING CUPS FOR PARKS & REC. ADMIN	95225	5/7/2024	-0.02
	1000-41-41110-515340-00000000-	123235	NAMACC STOCK-CUPS	95225	5/7/2024	57.95
	1000-30-30200-515520-00000000-	123431	SNACKS AND JUICE FOR SHURNEY AFTER SCHOOL PROGRAM	95379	5/14/2024	216.51
	Total Paid by Vendor					362.06
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	16490620	COM TX 042924/16490620	95322	5/7/2024	846.74
	1000-15-15100-513030-00000000-	16490620	COM TX 042924/16490620	95322	5/7/2024	500.00
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	11,217.94
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	1,276.80
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	240.00
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	3,078.00
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	175.00
	1000-15-15100-513030-00000000-	18918779	COM TX 042924/18918779	95322	5/7/2024	818.85
	1000-15-15100-513030-00000000-	18919341	COM TX 042924/18919341	95322	5/7/2024	902.64
	1000-15-15100-513030-00000000-	18919341	COM TX 042924/18919341	95322	5/7/2024	244.80
	1000-15-15100-513030-00000000-	18919341	COM TX 042924/18919341	95322	5/7/2024	163.20
	1000-15-15100-513030-00000000-	18919341	COM TX 042924/18919341	95322	5/7/2024	119.00
	1000-15-15100-513030-00000000-	18919341	COM TX 042924/18919341	95322	5/7/2024	150.00
	1000-15-15100-513030-00000000-	18919351	COM TX 042924/18919351	95322	5/7/2024	752.29
	1000-15-15100-513030-00000000-	18919351	COM TX 042924/18919351	95322	5/7/2024	441.60
	1000-15-15100-513030-00000000-	18919351	COM TX 042924/18919351	95322	5/7/2024	345.60
	1000-15-15100-513030-00000000-	18919351	COM TX 042924/18919351	95322	5/7/2024	252.00
	1000-15-15100-513030-00000000-	18919351	COM TX 042924/18919351	95322	5/7/2024	209.95
	1000-15-15100-513030-00000000-	18919392	COM TX 042924/18919392	95322	5/7/2024	1,077.36
	1000-15-15100-513030-00000000-	18919392	COM TX 042924/18919392	95322	5/7/2024	340.80
	1000-15-15100-513030-00000000-	18919392	COM TX 042924/18919392	95322	5/7/2024	268.80
	1000-15-15100-513030-00000000-	18919392	COM TX 042924/18919392	95322	5/7/2024	196.00
	1000-15-15100-513030-00000000-	18919392	COM TX 042924/18919392	95322	5/7/2024	190.00
	1000-15-15100-513030-00000000-	16496917	COM TX 050124/16496917	95322	5/7/2024	350.50
	1000-15-15100-513030-00000000-	16496917	COM TX 050124/16496917	95322	5/7/2024	875.00
	1000-15-15100-513030-00000000-	16496376	COM TX 050624/16496376	95447	5/14/2024	877.50
	1000-15-15100-513030-00000000-	16496376	COM TX 050624/16496376	95447	5/14/2024	5,125.00
	Total Paid by Vendor					31,035.37
XEROX CORPORATION	1000-17-17100-515250-00000000-	IN2736719	POP:3/28-5/27/24 - FY24 XEROX MONTHLY COPIES MADE	95325	5/7/2024	25.00
	1000-17-17100-515250-00000000-	IN2741238	POP: 03/28/24 - 05/27/24- XEROX MONTHLY COPIES	95449	5/14/2024	74.47
YARBROUGH PARTNERS LLC	Total Paid by Vendor					99.47
	1000-70-70200-515460-00000000-	17148	POP: 5/1-5/31/24 120 E HOLMES AVE, 2ND FLOOR	95326	5/7/2024	4,163.29
1005	Total Paid by Vendor					4,163.29
	Total by Fund 1000					6,697,461.80
BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20240502	POP: THRU 05/31/24 -BHS MONTHLY CLAIMS 2024	90003506	5/14/2024	89,914.30
	Total Paid by Vendor					89,914.30
	1005-00-00000-517010-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	478,373.66
BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	393.33
	1005-00-00000-517015-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	150,920.23
	1005-00-00000-517015-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	92.47
	1005-00-00000-517025-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	2,826.32
	1005-00-00000-517010-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	512,599.30
	1005-00-00000-517010-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	205.22
	1005-00-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	226,235.12
	1005-00-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	385.29
	1005-00-00000-517025-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	1,518.98
	1005-00-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	24,937.83
	1005-00-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	-687,226.43
	1005-00-00000-517010-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	10.33
	1005-00-00000-517020-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	213.75
	1005-00-00000-425204-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	913.34
	1005-00-00000-140200-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	242,902.72

		Total Paid by Vendor					955,301.46
	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	63312	POP: THUR 05/31/20COBBS ALLEN CONSULTING FEES 2024	90003443	5/7/2024	1,833.00
		Total Paid by Vendor					1,833.00
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1573512-04/19/24	POP: 04/19/24-CITY HEALTH PLAN REINSURANCE	90003472	5/7/2024	124,112.42
		Total Paid by Vendor					124,112.42
	WAGEWORKS	1005-00-00000-517020-00000000-	INV6475007	POP:4/1-4/30/24 WAGEWORKS MNTHLY ADMIN FEE FY24	90003495	5/7/2024	1,341.00
		Total Paid by Vendor					1,341.00
	Total by Fund 1005						1,172,502.18
1010	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	1010-30-00000-515520-00000000-	TWR LEASE JAN-MAR 24	50% CELL TWR LEASE COLL. (CRP'S 01/30/24-03/08/24)	95440	5/14/2024	7,456.29
		Total Paid by Vendor					7,456.29
	HOME DEPOT USA INC	1010-14-00000-520500-00000000-	801652801	JANITORIAL SUPPLIES FOR NEW ADMIN	95386	5/14/2024	9,769.70
		Total Paid by Vendor					9,769.70
	MAXIM CRANE WORKS LP	1010-42-00000-515790-00000000-	56106910	POP: 4/24/24-SPEC OPS CRANE RENTAL	95249	5/7/2024	500.00
		Total Paid by Vendor					500.00
	Total by Fund 1010						17,725.99
2000	A-1 GLASS & AUTO LLC	2000-54-54M41-513030-PT503050-	1006199	COM TX 043024/1006199	95174	5/7/2024	125.00
		Total Paid by Vendor					125.00
	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1FX3-394C-3C1Q	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90003434	5/7/2024	61.20
		2000-54-5416M-515340-PT504990-	1FX3-394C-3C1Q	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90003434	5/7/2024	85.90
		Total Paid by Vendor					147.10
	CUMMINS INC	2000-54-54M41-513030-PT503050-	C2-16876	COM TX 050824/C2-16876	90003515	5/14/2024	1,319.50
		2000-54-54M41-513030-PT503050-	C2-16876	COM TX 050824/C2-16876	90003515	5/14/2024	1,608.40
		2000-54-54M41-513030-PT503050-	C2-16982	COM TX 050824/C2-16982	90003515	5/14/2024	2,659.30
		2000-54-54M41-513030-PT503050-	C2-16982	COM TX 050824/C2-16982	90003515	5/14/2024	4,906.01
		Total Paid by Vendor					10,493.21
	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	1,101.23
		2000-54-54M10-514010-PT504010-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	1,417.08
		2000-54-54160-514010-PT504010-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	35.45
		2000-54-54D10-514010-PT504010-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	815.38
		2000-54-54M10-514010-PT504010-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	1,566.22
		2000-54-54D10-514010-PT504010-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	1,012.34
		2000-54-54M10-514010-PT504010-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	1,587.52
		2000-54-54D10-514010-PT504010-	CFN-32203	FUELING TRANS DATED 042724	90003448	5/7/2024	578.62
		2000-54-54M10-514010-PT504010-	CFN-32203	FUELING TRANS DATED 042724	90003448	5/7/2024	1,026.98
		2000-54-54160-514010-PT504010-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	58.85
		2000-54-54D10-514010-PT504010-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	829.39
		2000-54-54M10-514010-PT504010-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	1,429.28
		2000-54-54D10-514010-PT504010-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	861.72
		2000-54-54M10-514010-PT504010-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	1,410.42
		2000-54-54D10-514010-PT504010-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	1,260.89
		2000-54-54M10-514010-PT504010-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	1,340.97
		2000-54-54160-514010-PT504010-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	64.03
		2000-54-54D10-514010-PT504010-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	874.69
		2000-54-54M10-514010-PT504010-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	1,263.28
		2000-54-54M41-515340-PT504990-	INV-206465	POP: 02/19/24-DIESEL EXHAUST FLUID	90003518	5/14/2024	629.83
		2000-54-54M41-515340-PT504990-	INV-208576	DIESEL EXHAUST FLUID (BLANKET PO)	90003518	5/14/2024	791.78
		Total Paid by Vendor					19,955.95
	JAMES R HALL	2000-54-54M41-513030-PT503050-	69537	COM TX 050124/69537	95279	5/7/2024	275.00
		2000-54-54M41-513030-PT503050-	69537	COM TX 050124/69537	95279	5/7/2024	454.20
		Total Paid by Vendor					729.20
	MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	257948	NAPA TRX DATE 042924	95248	5/7/2024	16.56
		2000-54-54M41-513030-PT503050-	257948	NAPA TRX DATE 042924	95248	5/7/2024	87.30
		2000-54-54M41-513030-PT503050-	257948	NAPA TRX DATE 042924	95248	5/7/2024	57.28
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	38.13
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	9.28
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	11.35
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	88.40
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	39.08
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	82.90
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	145.87
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	53.13
		2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	160.53

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2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	127.90
2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	5.31
2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	15.03
2000-54-54M41-513030-PT503050-	257981	NAPA TRX DATE 043024	95248	5/7/2024	143.53
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	120.36
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	119.48
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	27.96
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	497.76
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	183.09
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	221.19
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	154.06
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	83.87
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2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	21.98
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	197.51
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	304.64
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	100.53
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	50.76
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2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	1,156.59
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	336.09
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	232.05
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	120.93
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	645.44
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	272.90
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	218.08
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	103.48
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	117.41
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	310.53
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	90.63
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	76.99
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	61.08
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	232.30
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	120.93
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	293.01
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	77.82
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	662.80
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	87.44
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	248.82
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	476.80
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	1,500.76
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	12.33
2000-54-54M41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	90.98
2000-54-54D41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	33.23
2000-54-54D41-513030-PT503050-	258077	NAPA TRX DATE 050224	95248	5/7/2024	358.30
2000-54-54M41-515340-PT504990-	257978	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	3,014.23
2000-54-54M41-515340-PT504990-	258032	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	240.80
2000-54-54D41-515340-PT504990-	258280	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	89.62
2000-54-54M41-515340-PT504990-	258280	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	63.21
2000-54-54D10-515340-PT504990-	258374	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	363.31
2000-54-54M10-515340-PT504990-	258374	VEHICLE MAINTENANCE SUPPLIES (BLANKET PO)	95399	5/14/2024	107.52
Total Paid by Vendor					17,121.27
ROUTEMATCH SOFTWARE INC					
2000-54-54D10-515250-PT503990-	RMSMA00002349	POP: 7/01/24-6/30/25 LIC RENEWAL FOR TRANSIT SW	95283	5/7/2024	136.50

	2000-54-54M10-515250-PT503990-	RMSMA00002349	POP: 7/01/24-6/30/25 LIC RENEWAL FOR TRANSIT SW	95283	5/7/2024	136.50
	Total Paid by Vendor					273.00
S & S FIRESTONE INC	2000-54-54D10-515580-PT504020-	4230009498	COM TX 050724/4230009498	90003507	5/14/2024	1,003.20
	2000-54-54D10-515580-PT504020-	4230009498	COM TX 050724/4230009498	90003507	5/14/2024	165.00
	2000-54-54D10-515580-PT504020-	4230009498	COM TX 050724/4230009498	90003507	5/14/2024	18.00
	2000-54-54M10-515580-PT504020-	4230009499	COM TX 050724/4230009499	90003507	5/14/2024	30.00
	2000-54-54M10-515580-PT504020-	4230009500	COM TX 050724/4230009500	90003507	5/14/2024	8.00
	2000-54-54M10-515580-PT504020-	4230009500	COM TX 050724/4230009500	90003507	5/14/2024	630.40
	2000-54-54M10-515580-PT504020-	4230009501	COM TX 050724/4230009501	90003507	5/14/2024	8.00
	2000-54-54D10-515580-PT504020-	4230009501	COM TX 050724/4230009501	90003507	5/14/2024	30.00
	2000-54-54D10-515580-PT504020-	4230009501	COM TX 050724/4230009501	90003507	5/14/2024	501.60
	2000-54-54D10-515580-PT504020-	4230009625	COM TX 050724/4230009625	90003507	5/14/2024	82.50
	2000-54-54D10-515580-PT504020-	4230009625	COM TX 050724/4230009625	90003507	5/14/2024	9.00
	2000-54-54D10-515580-PT504020-	4230009625	COM TX 050724/4230009625	90003507	5/14/2024	55.00
	2000-54-54D10-515580-PT504020-	4230009625	COM TX 050724/4230009625	90003507	5/14/2024	6.00
	2000-54-54D10-515580-PT504020-	4230009626	COM TX 051024/4230009626	90003507	5/14/2024	334.40
	2000-54-54M10-515580-PT504020-	4230009626	COM TX 051024/4230009626	90003507	5/14/2024	167.20
	2000-54-54M10-515580-PT504020-	4230009626	COM TX 051024/4230009626	90003507	5/14/2024	27.50
	2000-54-54M10-515580-PT504020-	4230010399	COM TX 051024/4230010399	90003507	5/14/2024	3.00
	2000-54-54M10-515580-PT504020-	4230010399	COM TX 051024/4230010399	90003507	5/14/2024	2,521.60
	2000-54-54M10-515580-PT504020-	4230010399	COM TX 051024/4230010399	90003507	5/14/2024	120.00
	2000-54-54M10-515580-PT504020-	4230010400	COM TX 051024/4230010400	90003507	5/14/2024	70.00
	2000-54-54M10-515580-PT504020-	4230010400	COM TX 051024/4230010400	90003507	5/14/2024	32.00
	2000-54-54M10-515580-PT504020-	4230010400	COM TX 051024/4230010400	90003507	5/14/2024	1,260.80
	2000-54-54M10-515580-PT504020-	4230010400	COM TX 051024/4230010400	90003507	5/14/2024	60.00
	2000-54-54M10-515580-PT504020-	4230010400	COM TX 051024/4230010400	90003507	5/14/2024	16.00
	2000-54-54M10-515580-PT504020-	4230010853	COM TX 051024/4230010853	90003507	5/14/2024	167.20
	2000-54-54M10-515580-PT504020-	4230010853	COM TX 051024/4230010853	90003507	5/14/2024	110.00
	2000-54-54M10-515580-PT504020-	4230010853	COM TX 051024/4230010853	90003507	5/14/2024	27.50
	2000-54-54M10-515580-PT504020-	4230010856	COM TX 051024/4230010856	90003507	5/14/2024	3.00
	2000-54-54M10-515580-PT504020-	4230010856	COM TX 051024/4230010856	90003507	5/14/2024	334.40
	2000-54-54M10-515580-PT504020-	4230010856	COM TX 051024/4230010856	90003507	5/14/2024	55.00
	2000-54-54M10-515580-PT504020-	4230010860	COM TX 051024/4230010860	90003507	5/14/2024	6.00
	2000-54-54M10-515580-PT504020-	4230010860	COM TX 051024/4230010860	90003507	5/14/2024	1,260.80
	2000-54-54M10-515580-PT504020-	4230010860	COM TX 051024/4230010860	90003507	5/14/2024	60.00
	2000-54-54M10-515580-PT504020-	4230010862	COM TX 051024/4230010862	90003507	5/14/2024	16.00
	2000-54-54M10-515580-PT504020-	4230010862	COM TX 051024/4230010862	90003507	5/14/2024	167.20
	2000-54-54M10-515580-PT504020-	4230010863	COM TX 051024/4230010863	90003507	5/14/2024	30.50
	2000-54-54M10-515580-PT504020-	4230010863	COM TX 051024/4230010863	90003507	5/14/2024	167.20
	2000-54-54M10-515580-PT504020-	4230010865	COM TX 051024/4230010865	90003507	5/14/2024	27.50
	2000-54-54M10-515580-PT504020-	4230010865	COM TX 051024/4230010865	90003507	5/14/2024	3.00
	2000-54-54M10-515580-PT504020-	4230010865	COM TX 051024/4230010865	90003507	5/14/2024	70.00
	2000-54-54M10-515580-PT504020-	4230010866	COM TX 051024/4230010866	90003507	5/14/2024	35.00
	2000-54-54M10-515580-PT504020-	4230010866	COM TX 051024/4230010866	90003507	5/14/2024	197.70
	Total Paid by Vendor					9,897.20
SERVICEWEAR APPAREL	2000-54-54M10-515670-PT502130-	0054447589	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	180.01
	2000-54-54M10-515670-PT502130-	0054447593	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	103.85
	2000-54-54M10-515670-PT502130-	0054447590	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	65.31
	2000-54-54M10-515670-PT502130-	0054447592	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	103.85
	2000-54-54M10-515670-PT502130-	0054447591	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	65.31
	2000-54-54D10-515670-PT502130-	0054447588	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	246.10
	2000-54-54M10-515670-PT502130-	0054644920	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90003541	5/14/2024	81.93
	Total Paid by Vendor					846.36
THE WW WILLIAMS COMPANY LLC	2000-54-54M41-513030-PT503050-	072W19669	COM TX 050624/072W19669	95448	5/14/2024	134.72
	2000-54-54M41-513030-PT503050-	072W19669	COM TX 050624/072W19669	95448	5/14/2024	687.50
	2000-54-54M41-513030-PT503050-	072W19669	COM TX 050624/072W19669	95448	5/14/2024	192.22
	Total Paid by Vendor					1,014.44
TIMOTHY BEVERLY	2000-54-54M41-513030-PT503050-	44366	COM TX 043024/44366	95189	5/7/2024	250.00
	Total Paid by Vendor					250.00
Total by Fund 2000						60,852.73
2100 NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION	2100-70-70100-515370-00000000-00165	FY25-308DUES	POP 7/1/24-6/30/25 MEMBERSHIP DUES	95254	5/7/2024	1,545.00
	Total Paid by Vendor					1,545.00

	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00165	MAY 1, 2024	POP: 5/1-5/31/24 SERVICE FEE FOR LOANS	95270	5/7/2024	425.50
		Total Paid by Vendor					425.50
	SERVICEWEAR APPAREL	2100-70-70300-515670-00000000-00165	0053907578	UNIFORMS - COMM. DEVT. (BLANKET)	90003541	5/14/2024	11.95
		Total Paid by Vendor					11.95
	THE LIOCE GROUP INC	2100-70-70100-515340-PN200015-	IN492435	INK TONERS	95299	5/7/2024	45.49
		Total Paid by Vendor					45.49
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-PN200015-	17148	POP: 5/1-5/31/24 120 E HOLMES AVE, 2ND FLOOR	95326	5/7/2024	7,731.83
		Total Paid by Vendor					7,731.83
	Total by Fund 2100						9,759.77
2200	COH COMMUNITY DEVELOPMENT	2200-70-00000-515520-C0000001-	HOMEAD4/2024	POP: 3/18/24-4/19/24 HOME ADMIN PAYROLL 4/2024	95205	5/7/2024	16,700.73
		Total Paid by Vendor					16,700.73
	Total by Fund 2200						16,700.73
2300	LAMBERT CONTRACTING LLC	2300-71-00000-524001-CN1481HD-	APPL #7-FINAL MILL C	#7, POP: 07/16/23-02/22/24-MILL CRK ACTION ACT/GOV	95396	5/14/2024	40,331.74
		Total Paid by Vendor					40,331.74
	Total by Fund 2300						40,331.74
2500	AL CONSTITUTION VILLAGE HUNTSVILLE HISTORIC DEPOT	2500-00-00000-515520-SLFRF009-	ARPA 043024	POP: THRU 04/30/24- ARPA REIMBURSEMENT RES 22-59	95367	5/14/2024	2,597.13
		Total Paid by Vendor					2,597.13
	HUNTSVILLE UTILITIES	2500-00-00000-515700-SLFRF009-	3100100101290524	POP: 03/20/24-04/22/24	95389	5/14/2024	992.78
		Total Paid by Vendor					992.78
	THE HUNTSVILLE MUSEUM OF ART	2500-00-00000-515520-SLFRF008-	ARPA 043024	POP: THRU 04/30/24- ARPA REIMBURSEMENT RES 22-59	90003527	5/14/2024	9,023.31
		Total Paid by Vendor					9,023.31
	Total by Fund 2500						12,613.22
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	144232	POP: 04/25/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	753.25
		3020-55-00000-516010-00000000-	143877	POP: 04/18/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	327.50
		3020-55-00000-516010-00000000-	143878	POP: 04/18/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	393.00
		3020-55-00000-516010-00000000-	143876	POP: 04/18/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	163.75
		3020-55-00000-516010-00000000-	144079	POP: 04/23/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	252.00
		3020-55-00000-516010-00000000-	144152	POP: 04/24/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	393.00
		3020-55-00000-516010-00000000-	144153	POP: 04/24/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	393.00
		3020-55-00000-516010-00000000-	144004	POP: 04/22/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	327.50
		3020-55-00000-516010-00000000-	143879	POP: 04/18/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	327.50
		3020-55-00000-516010-00000000-	144154	POP: 04/24/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	458.50
		3020-55-00000-516010-00000000-	144078	POP: 04/23/24 MAINT CONCRETE PICKUP	90003431	5/7/2024	205.50
		3020-55-00000-516040-00000000-	144231	POP: 04/25/24 CONCRETE PICKUP- PWS CONSTRUCTION	90003431	5/7/2024	402.00
		3020-55-00000-516010-00000000-	144311	FY24 MAINT CONCRETE PICKUP (BLANKET)	90003431	5/7/2024	196.50
		3020-55-00000-516010-00000000-	144312	FY24 MAINT CONCRETE PICKUP (BLANKET)	90003431	5/7/2024	131.00
		3020-55-00000-516010-00000000-	144313	FY24 MAINT CONCRETE PICKUP (BLANKET)	90003431	5/7/2024	126.00
		3020-55-00000-516010-00000000-	144393	FY24 MAINT CONCRETE-BLANKET	90003431	5/7/2024	276.00
		3020-55-00000-516010-00000000-	144394	FY24 MAINT CONCRETE-BLANKET	90003431	5/7/2024	414.00
		3020-55-00000-516010-00000000-	144510	FY24 MAINT CONCRETE-BLANKET	90003431	5/7/2024	345.00
		3020-55-00000-516010-00000000-	144674	FY24 MAINT CONCRETE-BLANKET	90003500	5/14/2024	172.50
		3020-55-00000-516010-00000000-	144570	FY24 MAINT CONCRETE-BLANKET	90003500	5/14/2024	414.00
		Total Paid by Vendor					6,471.50
	ALABAMA FLAG & BANNER	3020-14-00000-523000-PR8405XX-	341174	POP: 04/26/24- FLAGS AND REPAIRS	90003501	5/14/2024	1,993.70
		Total Paid by Vendor					1,993.70
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0026373-IN	GUARDRAIL REPAIR AT MT. CHARRON/N.PKWY	95332	5/14/2024	3,600.00
		Total Paid by Vendor					3,600.00
	AMAZON CAPITAL SERVICES INC	3020-52-00000-513010-PR8431XX-	16RC-7VR4-MP1H	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90003434	5/7/2024	459.98
		Total Paid by Vendor					459.98
	AMIRI ENGINEERING CORP	3020-14-00000-521028-00000000-	6742	GEOTECH EVALUATION- HAYS PARK FARM	95336	5/14/2024	5,800.00
		Total Paid by Vendor					5,800.00
	ARCADIS US INC	3020-75-00000-529001-00000000-	34433746	POP:THRU 4/30/24 - EVO DETECTION UPGRADE	90003504	5/14/2024	27,905.00
		Total Paid by Vendor					27,905.00
	BOSTICK LANDSCAPE ARCHITECTS	3020-14-00000-521028-00000000-	APPL #3 HAYS PARK	#3, POP: THRU 04/30/24-ARCHITECTURAL SVCS - HAYS	95349	5/14/2024	28,480.00
		Total Paid by Vendor					28,480.00
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	1699514	FY24 LUMBER BLANKET FOR PWS	90003441	5/7/2024	960.72
		3020-55-00000-516010-00000000-	1697590	FY24 LUMBER BLANKET FOR PWS	90003512	5/14/2024	1,719.90
		3020-55-00000-516010-00000000-	1692572	FY24 LUMBER BLANKET FOR PWS	90003512	5/14/2024	1,644.50
		3020-55-00000-516010-00000000-	1712024	FY24 LUMBER BLANKET FOR PWS	90003512	5/14/2024	57.25
		Total Paid by Vendor					4,382.37
	COWIN EQUIPMENT CO INC	3020-15-00000-520100-00000000-	ESA009946V 1	LAND LEVELER FOR PWS	95207	5/7/2024	66,444.30
		Total Paid by Vendor					66,444.30

CTU OF HUNTSVILLE LLC	3020-15-00000-520100-00000000-	48891	POP:5/8/24 - SPRAY IN LINER FOR EQ# 022368	90003514	5/14/2024	400.00
	3020-15-00000-520100-00000000-	48918	POP:THRU 5/10/24 - SPRAY IN LINER FOR EQ# 022370	90003514	5/14/2024	400.00
	Total Paid by Vendor					800.00
DUNLAP CONTRACTING INC	3020-14-00000-521021-00000000-	APPL #R2 JC PARK	#4, POP: THRU 03/25/24-CONSTRUCTION SVCS- JAMES C	90003447	5/7/2024	48,514.80
	3020-00-00000-220400-00000000-	APPL #SR1-FINAL JC	23645-CRAWFORD PARK RENOVATIONS-FINAL RET	90003517	5/14/2024	14,967.78
	Total Paid by Vendor					63,482.58
EWING IRRIGATION PRODUCTS INC	3020-55-00000-516010-00000000-	22114153	WHEAT STRAW FOR SOUTH MAINTENANCE	95371	5/14/2024	450.00
	Total Paid by Vendor					450.00
GREENRISE TECHNOLOGIES LLC	3020-52-00000-513010-PR8431XX-	INV-GRT44879	HAYS GREEN ROOF (BLANKET) SOLE SOURCE	95224	5/7/2024	1,160.00
	Total Paid by Vendor					1,160.00
INDUSTRIAL CONTRACTOR SUPPLY LLC	3020-75-00000-529000-00000000-	66811	CONCRETE FLOAT (NON-BID)	95235	5/7/2024	55.16
	3020-75-00000-529000-00000000-	66812	CONCRETE FLOAT (BID ITEM)	95235	5/7/2024	53.28
	3020-75-00000-529000-00000000-	67025	REBAR FOR PROJECT	95391	5/14/2024	1,822.50
	Total Paid by Vendor					1,930.94
KENNEDY BROTHERS CONTRACTING	3020-14-00000-521002-00000000-	3747	POP: 3/22/24-4/24/24 BIG SPRG PK STEPS REPAIR/FILL	90003532	5/14/2024	3,840.00
	3020-14-00000-521002-00000000-	3748	POP: 4/3/24-4/24/24 BIG SPRING PARK STUMP FILL	90003532	5/14/2024	4,320.00
	3020-14-00000-513010-PR8610XX-	3749	POP: 4/2/24-5/2/24 ADD BEAM FOOTINGS-CAVALRY HILL	90003532	5/14/2024	11,001.13
	3020-14-00000-513010-PR8610XX-	3934	POP: 2/20/24 CAVALRY HILLS FOUNDATION REPAIR	90003532	5/14/2024	41,869.64
	Total Paid by Vendor					61,030.77
MOBILE COMMUNICATIONS AMERICA INC	3020-15-00000-520100-00000000-	762005755-1	EQUIPMENT FOR EQ#022561 FIRE	90003469	5/7/2024	3,180.00
	3020-15-00000-520100-00000000-	762005687-1	EQUIPMENT FOR EQ#022561 FIRE	90003469	5/7/2024	7,072.00
	3020-15-00000-520100-00000000-	762006693-1	EQUIPMENT FOR # 022645 2024 FORD TRANSIT VAN	90003535	5/14/2024	3,514.00
	Total Paid by Vendor					13,766.00
OSBORN CONCRETE CUTTING	3020-55-00000-516040-00000000-	20434	POP:4/17/24 - FY24 CONCRETE CUTTING FOR PWS	90003470	5/7/2024	720.00
	Total Paid by Vendor					720.00
P & H SUPPLY CO INC	3020-55-00000-516010-00000000-	4271	MANHOLE RISERS FOR STOCK	95260	5/7/2024	441.71
	Total Paid by Vendor					441.71
RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516040-00000000-	7873	POP:4/16/24 - FY24 FOR PWS- CONCRETE LINE PUMPING	95278	5/7/2024	510.25
	3020-55-00000-516040-00000000-	7892	POP :5/6/24- BLANKET FOR PWS-CONCRETE LINE PUMPING	95415	5/14/2024	526.28
	Total Paid by Vendor					1,036.53
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0209000938	POP:4/15-4/18/24 - FY24 MAINT ASPHALT (BLANKET)	95282	5/7/2024	6,275.47
	3020-00-00000-220400-00000000-	382121-23-3RET	22713-WHITE STREET-FINAL RET	95416	5/14/2024	21,428.08
	3020-00-00000-220400-00000000-	382121-28-2RET	23567-NEWBY ROAD-FINAL RET	95416	5/14/2024	4,261.63
	3020-00-00000-220400-00000000-	403024-1-2RET	2415-JOE DAVIS STADIUM EXPANSION-FINAL RET	95416	5/14/2024	6,716.48
	Total Paid by Vendor					38,681.66
SCHOEL ENGINEERING COMPANY INC	3020-14-00000-521002-00000000-	530733	POP: 02/01/24-02/29/24-FOUNTAIN CIR STSCAPE IMP	95286	5/7/2024	470.00
	Total Paid by Vendor					470.00
SCOTT LIGHTING SUPPLY CO	3020-75-00000-529000-00000000-	130081	PHOTOCELLS FOR PROJECTS	90003540	5/14/2024	56.01
	Total Paid by Vendor					56.01
SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	140707003-001	STOCK SEED FOR MAINTENACE	95290	5/7/2024	1,038.75
	Total Paid by Vendor					1,038.75
SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529000-00000000-	47880	POLES FOR PROJECT	90003544	5/14/2024	74,960.00
	Total Paid by Vendor					74,960.00
STATE SYSTEMS INC	3020-14-00000-513010-PR8610XX-	147974876	POP:THRU 4/30/24 CALVARY HILLS REC CTR FIRE ALARM	90003486	5/7/2024	47,972.00
	3020-14-00000-513010-PR8610XX-	147970535	POP:THRU 03/26/24CALVARY HILLS REC CTR FIRE ALARM	90003486	5/7/2024	15,532.00
	Total Paid by Vendor					63,504.00
TEMPLE INC	3020-75-00000-529000-00000000-	INV0240684	CONTROLLER CABINETS FOR PROJECTS	95427	5/14/2024	20,335.00
	Total Paid by Vendor					20,335.00
TENNESSEE VALLEY FENCE INC	3020-55-00000-516010-00000000-	30113	WELDED GRATES FOR PWS MAINT	90003490	5/7/2024	2,400.00
	Total Paid by Vendor					2,400.00
TIGER MOWERS LLC	3020-15-00000-520100-00000000-	8972899	FLAIL MOWER FOR LANDSCAPE	95303	5/7/2024	89,130.62
	Total Paid by Vendor					89,130.62
TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	36830	SOD FOR MAINTENANCE	95308	5/7/2024	297.00
	3020-55-00000-516010-00000000-	36795	SOD FOR MAINTENANCE	95308	5/7/2024	99.00
	3020-55-00000-516010-00000000-	36943	SOD FOR MAINTENANCE	95439	5/14/2024	99.00
	Total Paid by Vendor					495.00
UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	309872	QUAZITE BOXES FOR PROJECT	90003493	5/7/2024	1,971.00
	3020-75-00000-529000-00000000-	310135	BAND-IT FOR PROJECT	90003548	5/14/2024	177.95
	3020-75-00000-529000-00000000-	309988	BAND-IT FOR PROJECT	90003548	5/14/2024	177.95
	Total Paid by Vendor					2,326.90
VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	1196358	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	179.97
	3020-55-00000-516010-00000000-	1196371	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	274.00

		3020-55-00000-516010-00000000-	1196585	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	162.89
		3020-55-00000-516010-00000000-	1196174	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	352.48
		3020-55-00000-516040-00000000-	1196537	FY 24 CONST ROCK BLANKET	90003494	5/7/2024	4,073.23
		3020-55-00000-516040-00000000-	1195997	FY 24 CONST ROCK BLANKET	90003494	5/7/2024	3,147.82
		3020-55-00000-516040-00000000-	1196846	FY 24 CONST ROCK BLANKET	90003494	5/7/2024	2,019.97
		3020-55-00000-516040-00000000-	1216516	FY 24 CONST ROCK BLANKET	90003494	5/7/2024	3,230.79
		3020-55-00000-516010-00000000-	1216238	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	284.79
		3020-55-00000-516010-00000000-	1217253	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	639.25
		3020-55-00000-516010-00000000-	1217210	FY24 MAINT ROCK BLANKE	90003494	5/7/2024	193.74
		Total Paid by Vendor					14,558.93
	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516020-00000000-	APPL #5 RESURFACE	#5, POP: 11/01/23-01/10/24-RESURFACNG RESIDENTL ST	95446	5/14/2024	57,660.73
		Total Paid by Vendor					57,660.73
	Total by Fund 3020						655,972.98
3040	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 5/1/24 2021VBC	DEBT SERVICE PAYMENT DUE 5/1/24 - 2021VBC	95172	5/3/2024	35,778.53
		3040-00-00000-602000-DE2021VB-	DEBT 5/1/24 2021VBC	DEBT SERVICE PAYMENT DUE 5/1/24 - 2021VBC	95172	5/3/2024	8,477.83
		3040-00-00000-460100-00000000-	DEBT 5/1/24 2021VBC	DEBT SERVICE PAYMENT DUE 5/1/24 - 2021VBC	95172	5/3/2024	0.01
		Total Paid by Vendor					44,256.37
	REGIONS BANK	3040-00-00000-601000-DE2023EX-	DEBT 5/1/24 2023E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2023E	95173	5/3/2024	45,000.00
		3040-00-00000-602000-DE2023EX-	DEBT 5/1/24 2023E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2023E	95173	5/3/2024	36,397.00
		Total Paid by Vendor					81,397.00
	Total by Fund 3040						125,653.37
3050	GARBER CONSTRUCTION CO INC	3050-14-00000-523045-00000000-	JHR-01	POP: 03/28/24-REIMBURSABLE EXPENSES	90003453	5/7/2024	90.75
		Total Paid by Vendor					90.75
	SCHOEL ENGINEERING COMPANY INC	3050-14-00000-521027-00000000-	530957	POP: 03/01/24-03/31/24-ENGINEERING SVCS - JHP TEN	95286	5/7/2024	6,635.00
		Total Paid by Vendor					6,635.00
	Total by Fund 3050						6,725.75
3080	ALABAMA CONCRETE INC	3080-71-00000-524000-BUDGET01-	144314	CONCRETE FOR COUNTY LINE/KROGER	90003500	5/14/2024	564.00
		Total Paid by Vendor					564.00
	BREEZE AVIATION GROUP	3080-71-00000-530000-BUDGET01-	567027	POP: APRIL 2024 BREEZE INCENTIVE PAYMENTS	90003510	5/14/2024	20,000.00
		Total Paid by Vendor					20,000.00
	EVANS & EVANS LAWYERS LLC	3080-71-00000-524000-BUDGET01-	10650	POP: 4/8/24 LEGAL SERVICES (BLANKET)	95217	5/7/2024	50.00
		3080-71-00000-524000-BUDGET01-	10651	POP: 4/8/24-4/23/24 LEGAL SERVICES (BLANKET)	95217	5/7/2024	75.00
		Total Paid by Vendor					125.00
	GARVER LLC	3080-71-00000-530000-BUDGET01-	22C03020-6	POP THRU 4/12/24 PROJECT FERRIS W&S IMPRVMENTS KM	90003454	5/7/2024	26,750.00
		Total Paid by Vendor					26,750.00
	GTEC LLC	3080-71-00000-530000-BUDGET01-	2502	POP THRU 04/30/24 VARIOUS FLIGHTS AERIAL PHOTO	90003525	5/14/2024	1,200.00
		Total Paid by Vendor					1,200.00
	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	3080-71-00000-530000-BUDGET01-	5/7/2024	POP: APRIL 2024 RHYTHM & BLOOMS EVENTS (BLANKET)	95388	5/14/2024	833.33
		Total Paid by Vendor					833.33
	HUNTSVILLE UTILITIES	3080-71-00000-530000-BUDGET01-	SPRANGINS ATC ELEC	ATC SPRAGGINS HOLLOW AL STANLEY & UTIL	95390	5/14/2024	18,607.00
		Total Paid by Vendor					18,607.00
	HUNTSVILLE-MADISON COUNTY AIRPORT AUTHORITY	3080-71-00000-530000-BUDGET01-	0139338-IN	POP: 2/1-2/29/24 MUSIC PERFORM. HARRIS & BREEDLOVE	95233	5/7/2024	1,000.00
		Total Paid by Vendor					1,000.00
	JAMES R HALL	3080-71-00000-520600-PR8627XX-	04.23.24	TOWING/IMPOUND - TALL PINES PROPERTY	95279	5/7/2024	2,430.00
		Total Paid by Vendor					2,430.00
	LANIER FORD SHAVER & PAYNE PC	3080-71-00000-530000-BUDGET01-	PROMENADE	PURCHASE OF PROMENADE POINT PROPERTY	95245	5/7/2024	105,010.79
		Total Paid by Vendor					105,010.79
	NIVENS & ASSOCIATES	3080-71-00000-530000-BUDGET01-	1625-MD	POP: 5/1/24-PROFESSIONAL SERVICES-APPRAISALS	95256	5/7/2024	1,500.00
		Total Paid by Vendor					1,500.00
	ROGERS GROUP INC	3080-00-00000-220400-00000000-	386422-60-2RET	2327-WEATHERLY RD GREENWAY-FINAL RET	95416	5/14/2024	7,070.90
		3080-00-00000-220400-00000000-	402824-1-2RET	231002-BAILEY COVE @ WILLOWBROOK-FINAL RET	95416	5/14/2024	36.05
		3080-00-00000-220400-00000000-	403024-2-2RET	231002-1209 MEADOW PARK-FINAL RET	95416	5/14/2024	432.14
		3080-71-00000-516025-00000000-	403024-4-1	POP: 04/01/24-04/30/24-MILL BRDGE DECK-SPARKMAN DR	95416	5/14/2024	10,413.19
		Total Paid by Vendor					17,952.28
	SCOTT LIGHTING SUPPLY CO	3080-71-00000-524000-BUDGET01-	130081	PHOTOCELLS FOR PROJECTS	90003540	5/14/2024	18.67
		3080-75-00000-529002-00000000-	130081	PHOTOCELLS FOR PROJECTS	90003540	5/14/2024	18.67
		3080-75-00000-529003-00000000-	130081	PHOTOCELLS FOR PROJECTS	90003540	5/14/2024	18.67
		Total Paid by Vendor					56.01
	SOUTHERN LIGHTING AND TRAFFIC	3080-75-00000-529003-00000000-	47672	SIGNAL POLE AND ARMS	90003484	5/7/2024	16,625.00
		Total Paid by Vendor					16,625.00
	THE ARTS COUNCIL INC	3080-71-00000-530000-BUDGET01-	PANOPLY MUSIC 2024	PANOPLY ACTIVITIES 2024	90003435	5/7/2024	5,000.00
		Total Paid by Vendor					5,000.00

	URBAN DESIGN ASSOCIATES LTD	3080-71-00000-530000-BUDGET01-	22442	POP: 01/27/24-2/23/24-SPARKMAN/HOLMES CAPAC TEST	90003492	5/7/2024	990.00
		3080-71-00000-530000-BUDGET01-	12424	POP: 12/30/23-01/26/24-SPARKMAN/HOLMES CAPAC	90003492	5/7/2024	4,887.00
		Total Paid by Vendor					5,877.00
	UTILICOM SUPPLY ASSOCIATES LLC	3080-71-00000-524000-BUDGET01-	309893	SIGNAL HARDWARE	90003548	5/14/2024	252.00
		Total Paid by Vendor					252.00
	VAE INDUSTRIES INC	3080-71-00000-530000-BUDGET01-	25448	TENTS/HUNTSVILLE MUSIC OFFICE USE @ VARIOUS SITES	95311	5/7/2024	4,892.21
		Total Paid by Vendor					4,892.21
	WIREGRASS CONSTRUCTION COMPANY INC	3080-71-00000-524042-CONSTRUC-00172	APPL # 4 N BYPASS	#4, POP: 02/01/24-03/31/24-NORTHERN BYPASS CONST	95320	5/7/2024	2,855,673.19
		3080-71-00000-530009-00000000-	APPL #8R HU ACCESS	#8, POP: 12/01/23-12/31/24-HU ACCESS RD-DITTO LNDG	95446	5/14/2024	37,942.36
		Total Paid by Vendor					2,893,615.55
	Total by Fund 3080						3,122,290.17
3207	REGIONS BANK	3207-00-00000-635000-TO000000-	DEBT 5/1/24 2020E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2020E	95171	5/3/2024	93,971.62
		Total Paid by Vendor					93,971.62
	Total by Fund 3207						93,971.62
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	136-16900-00-0424	POP: 03/19/24- 04/22/24 TRAFFIC LIGHTS	90003505	5/14/2024	75.46
		3310-71-00000-515550-00000000-	136-34530-00-0424	POP: 03/22/24-04/24/24 TRAFFIC LIGHTS	90003505	5/14/2024	25.45
		3310-71-00000-515550-00000000-	136-36500-00-0424	POP: 03/22/24-04/23/24 TRAFFIC LIGHTS	90003505	5/14/2024	16.64
		3310-71-00000-515550-00000000-	136-16800-00-0424	POP: 03/19/24-04/22/24 TRAFFIC LIGHTS	90003505	5/14/2024	73.24
		3310-71-00000-515550-00000000-	136-16650-00-0424	POP: 03/19/24-04/22/24 TRAFFIC LIGHTS	90003505	5/14/2024	73.80
		3310-71-00000-515550-00000000-	146-51155-00-0424	POP: 03/25/24-04/25/24 TRAFFIC LIGHTS	90003505	5/14/2024	581.19
		3310-71-00000-515550-00000000-	146-51150-00-0424	POP:03/25/24-04/25/24 TRAFFIC LIGHTS	90003505	5/14/2024	7,248.76
		3310-71-00000-515550-00000000-	146-02400-00-0424	POP: 03/25/24-04/25/24 TRAFFIC LIGHTS	90003505	5/14/2024	526.35
		3310-71-00000-515550-00000000-	136-65650-00-0424	POP: 03/19/24-04/23/24 TRAFFIC LIGHTS	90003505	5/14/2024	29.86
		3310-71-00000-515550-00000000-	146-43510-00-0424	POP: 03/22/24-04/23/24 TRAFFIC LIGHTS	90003505	5/14/2024	24.65
		3310-71-00000-515550-00000000-	136-56300-00-0424	POP: 03/19/24-04/22/24 TRAFFIC LIGHTS	90003505	5/14/2024	13.37
		Total Paid by Vendor					8,688.77
	Total by Fund 3310						8,688.77
3430	BILL PENNEY MOTOR COMPANY INC	3430-41-00000-515520-00000000-	505801	POP: 04/30/24 STAC VEHICLE EVALUATION	95346	5/14/2024	322.00
		Total Paid by Vendor					322.00
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-397686	POP: 05/02/24 STAC VEHICLE REPAIR/MTNC	90003450	5/7/2024	65.79
		3430-41-00000-515520-00000000-	00019-397898	POP: 05/06/24-STAC VEHICLE REPAIR/MTNC	90003450	5/7/2024	115.97
		3430-41-00000-515520-00000000-	00019-397546	POP: 4/30/24 STAC VEHICLE REPAIR/MTNC	95220	5/7/2024	91.99
		3430-41-00000-515520-00000000-	00019-397556	POP: 4/30/24 STAC VEHICLE REPAIR/MTNC	95220	5/7/2024	93.99
		3430-41-00000-515520-00000000-	00019-397566	POP: 4/30/24 STAC VEHICLE REPAIR/MTNC	95220	5/7/2024	77.99
		Total Paid by Vendor					445.73
	FLEET FUELING	3430-41-00000-515520-00000000-	96616260	POP:4/25/24 - STAC MONTHLY FUEL CHARGES-BLANKET PO	95222	5/7/2024	148.85
		Total Paid by Vendor					148.85
	JAMES R HALL	3430-41-00000-515520-00000000-	69670	POP:4/30/24 - STAC VEHICLE TOWING FEES	95279	5/7/2024	109.40
		Total Paid by Vendor					109.40
	KNOLOGY OF HUNTSVILLE	3430-41-00000-515520-00000000-	0203044810424	POP: 4/19/24-5/18/24 STAC MONTHLY INTERNET SERVICE	95323	5/7/2024	151.97
		Total Paid by Vendor					151.97
	MADISON COUNTY LICENSE DEPT	3430-41-00000-515520-00000000-	CV-2020-900848.00	BLANKET PO/STAC SEIZED VEHS TITLE APPS	95398	5/14/2024	18.75
		Total Paid by Vendor					18.75
	STAPLES INC	3430-41-00000-515520-00000000-	6002168696	S. DUNCAN/807-B SHONEY DR/256-427-5456	90003545	5/14/2024	996.58
		Total Paid by Vendor					996.58
	THE BATTERY STORE INC	3430-41-00000-515520-00000000-	300120	STAC UNIT BATTERIES- BLANKET PO	95188	5/7/2024	195.00
		Total Paid by Vendor					195.00
	WARR AUTOMOTIVE, INC.	3430-41-00000-515520-00000000-	4714	POP: 4/26/24-STAC VEHICLE LIGHTS SIREN TINT	95314	5/7/2024	1,474.99
		Total Paid by Vendor					1,474.99
	Total by Fund 3430						3,863.27
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	18420	POP MAY 2024 CUMMINGS RESEARCH PARK	95178	5/7/2024	398.50
		Total Paid by Vendor					398.50
	Total by Fund 3700						398.50
3900	BELLSOUTH TELECOMMUNICATIONS LLC	3900-44-00000-515070-00000000-	28727454831105012024	POP: 03/24/24-04/23/24 MOBILITY CRADLEPOINT -EMA	95185	5/7/2024	39.99
		Total Paid by Vendor					39.99
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	29.94
		3900-44-00000-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	37.67
		Total Paid by Vendor					67.61
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	3110100101140524	POP: 03/08/24-05/1/24- HUNTSVILLE UTILITIES	95234	5/7/2024	1,022.01
		3900-44-00000-515700-00000000-	3110100101140424	POP: 02/07/24-04/01/24-HUNTSVILLE UTILITIES	95234	5/7/2024	1,146.53
		Total Paid by Vendor					2,168.54
	MOBILE COMMUNICATIONS AMERICA INC	3900-00-00000-140200-00000000-	80128952 4.30.24	POP: 4/01/24-3/31/25 SIREN SOFTWARE MAINT SVC AGMT	90003469	5/7/2024	26,621.64

		Total Paid by Vendor					26,621.64
	Total by Fund 3900						28,897.78
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	3100100101290524	POP: 03/20/24-04/22/24	95389	5/14/2024	7,457.89
	Total Paid by Vendor						7,457.89
	Total by Fund 3910						7,457.89
4013	C SPIRE BUSINESS	4013-14-00000-521016-00000000-	C021074972	CISCO CATALYST - SKATE PARK	95197	5/7/2024	1,611.89
		4013-14-00000-521015-PHASE002-	C021074971	CISCO CATALYST - SOCCER FIELD	95197	5/7/2024	3,223.78
	Total Paid by Vendor						4,835.67
	DUNLAP CONTRACTING INC	4013-14-00000-521015-PHASE002-	APPL #16 JHP CHMP SO	#16, POP: THRU 03/31/24-CONSTRUCTION SVCS- JHP CHA	90003447	5/7/2024	1,268,511.00
		4013-14-00000-521015-PHASE002-	APPL #17 JHP CHMP SO	#17, POP: THRU 04/30/24-CONSTRUCTION SVCS- JHP CHA	90003447	5/7/2024	1,837,784.00
	Total Paid by Vendor						3,106,295.00
	GARBER CONSTRUCTION CO INC	4013-14-00000-523040-00000000-	APPL #8 AQUATIC PH 4	#8, POP: THRU 03/31/24-CONSTRUCTION SVCS- HSV AQU	90003453	5/7/2024	1,699,530.85
	Total Paid by Vendor						1,699,530.85
	GTEC LLC	4013-14-00000-521015-PHASE002-	2551	POP: THRU 04/30/24-ENGINEERING SVCS - JHP CHA	90003525	5/14/2024	1,370.00
	Total Paid by Vendor						1,370.00
	Total by Fund 4013						4,812,031.52
4015	CEIA USA LTD	4015-14-00000-522010-00000000-	84773	OPENGATE SYSTEM-NEW CITY HALL(EXEMPT-SAFETY)	95357	5/14/2024	38,577.00
	Total Paid by Vendor						38,577.00
	GOODWYN MILL CAWOOD LLC	4015-14-00000-522010-00000000-	2401563 REIMB EXP	POP: 02/11/24-03/16/24-REIMBURSABLE EXPENSES	90003455	5/7/2024	618.72
	Total Paid by Vendor						618.72
	HAWORTH INC	4015-14-00000-522010-00000000-	0325202401	FURNITURE FOR NEW CITY HALL	95227	5/7/2024	464,331.62
	Total Paid by Vendor						464,331.62
	OMI INC	4015-14-00000-522010-00000000-	24636	POP: 03/01/24-04/30/24-ENGINEERING SVCS - NEW CIT	95402	5/14/2024	1,522.80
	Total Paid by Vendor						1,522.80
	THE LIOCE GROUP INC	4015-14-00000-522010-00000000-	1N488711	POP:THRU 4/16/24 MOVING SVCS OF EQUIP TO NEW ADMIN	95428	5/14/2024	125.00
	Total Paid by Vendor						125.00
	THIS SIDE UP MOVING	4015-14-00000-522010-00000000-	10446	POP; 4/15/24-MOVING PRODUCTS AND SERVICES ADMIN	95301	5/7/2024	800.00
		4015-14-00000-522010-00000000-	10466	POP; 4/22/24-MOVING PRODUCTS AND SERVICES TO ADMIN	95301	5/7/2024	3,100.00
	Total Paid by Vendor						3,900.00
	Total by Fund 4015						509,075.14
4017	AMIRI ENGINEERING CORP	4017-14-00000-522020-00000000-	6743	POP APRIL 2024-GEOTECH SRVS - JHP REC CENTER	95182	5/7/2024	3,000.00
	Total Paid by Vendor						3,000.00
	Total by Fund 4017						3,000.00
4018	GARVER LLC	4018-14-00000-521026-00000000-	23S02010-10	POP: THRU 4/12/24-ENGINEERING SERVICES - APOLLO	90003454	5/7/2024	12,005.00
	Total Paid by Vendor						12,005.00
	LAMBERT CONTRACTING LLC	4018-14-00000-521026-00000000-	APPL #8 APOLLO	#8, POP: THRU 04/30/24-CONSTRUCTION SVCS-APOLLO	95396	5/14/2024	387,690.57
	Total Paid by Vendor						387,690.57
	ROGERS GROUP INC	4018-71-00000-524045-00000000-	APPL #1 COMMONS	#1, THRU 03/31/24-OLD GURLEY ROAD IMPROVEMENTS	95282	5/7/2024	302,222.54
	Total Paid by Vendor						302,222.54
	Total by Fund 4018						701,918.11
4019	HUNTSVILLE CITY SCHOOLS	4019-00-00000-610123-00000000-	REQ NO 11	GO SERIES 2023D - APRIL EXPENSES	90003526	5/14/2024	1,606,884.05
	Total Paid by Vendor						1,606,884.05
	Total by Fund 4019						1,606,884.05
5000	REGIONS BANK	5000-00-00000-601000-DE2020EX-	DEBT 5/1/24 2020E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2020E	95171	5/3/2024	78,140.83
		5000-00-00000-602000-DE2020EX-	DEBT 5/1/24 2020E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2020E	95171	5/3/2024	15,830.79
		5000-00-00000-633207-FROM0000-	DEBT 5/1/24 2020E	DEBT SERVICE PAYMENT DUE 5/1/24 - 2020E	95171	5/3/2024	-93,971.62
	Total Paid by Vendor						0.00
	Total by Fund 5000						0.00
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76300-515790-00000000-	WW FEES-031224	POP: 03/01/24-WW EXAM FEES (4) EMPLOYEES	95175	5/7/2024	1,300.00
	Total Paid by Vendor						1,300.00
	AIR HYDRO POWER INC	6000-76-76200-513040-00000000-	11136267	POP:THRU 5/6/24 - HOSE REPAIRS (BLANKET)	95330	5/14/2024	572.29
	Total Paid by Vendor						572.29
	ALABAMA CONCRETE INC	6000-76-76370-513040-00000000-	144233	POP: 04/25/24-LIFT STATIONS	90003431	5/7/2024	544.00
	Total Paid by Vendor						544.00
	AMAZON CAPITAL SERVICES INC	6000-76-76250-513040-00000000-	1XTH-MGFP-K6TF	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90003502	5/14/2024	99.00
		6000-76-76200-515340-00000000-	1J4P-76H7-TRYX	KERRI BEVILACQUA/1800 VERMONT RD.2568833722	90003502	5/14/2024	43.99
		6000-76-76250-513040-00000000-	1M7F-PQ3R-4JVK	CREDIT MEMO FOR INVOICE 1XTH-MGFP-K6TF	90003502	5/14/2024	-99.00
		6000-76-76200-513040-00000000-	16GN-71LW-C9N7	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90003502	5/14/2024	169.98
	Total Paid by Vendor						213.97
	AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	0010052125	WELDING SUPPLIES (BLANKET)	95335	5/14/2024	73.09
	Total Paid by Vendor						73.09
	APPLIED INDUSTRIAL TECHNOLOGIES	6000-76-76250-513040-00000000-	7029522181	TVI BAY	95338	5/14/2024	916.17

ATHENS UTILITIES	Total Paid by Vendor					916.17
	6000-76-76370-515700-00000000-	116-32200-01-0424	POP: 03/20/24-04/18/24-LIFT STATION UTILITIES	90003436	5/7/2024	286.35
	6000-76-76370-515700-00000000-	108-26005-01-0424	POP: 03/19/24-04/17/24-LIFT STATION UTILITIES	90003436	5/7/2024	40.95
	6000-76-76370-515700-00000000-	144-29008-00-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	108.34
	6000-76-76370-515700-00000000-	146-02460-01-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	360.20
	6000-76-76370-515700-00000000-	142-69995-01-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	423.50
	6000-76-76370-515700-00000000-	136-16500-01-0424	POP: 03/22/24-04/24/24 LIFT STATION UTILITIES	90003505	5/14/2024	2,381.51
	6000-76-76370-515700-00000000-	136-16610-00-0424	POP: 03/20/24-04/23/24 LIFT STATION UTILITIES	90003505	5/14/2024	23.74
	6000-76-76370-515700-00000000-	136-68820-00-0424	POP: 3/22/24-4/24/24 LIFT STATION UTILITIES	90003505	5/14/2024	38.37
	6000-76-76370-515700-00000000-	142-61538-00-0424	POP: 03/25/24-04/26/24 LIFT STATION UTILITIES	90003505	5/14/2024	23.64
	6000-76-76370-515700-00000000-	142-67390-01-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	465.70
	6000-76-76370-515700-00000000-	144-00060-00-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	33.30
	6000-76-76370-515700-00000000-	144-00199-00-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	52.18
	6000-76-76370-515700-00000000-	144-31850-00-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	126.99
	6000-76-76370-515700-00000000-	146-02493-00-0424	POP: 03/25/24-04/25/24 LIFT STATION UTILITIES	90003505	5/14/2024	10,970.77
	Total Paid by Vendor					15,335.54
	A-Z OFFICE RESOURCE INC	6000-76-76200-515340-00000000-	5723312-0	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90003430	5/7/2024
6000-76-76200-515340-00000000-		5702896-0	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90003498	5/14/2024	1,387.88
6000-76-76200-515340-00000000-		5726749-0	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90003498	5/14/2024	126.50
6000-76-76200-515340-00000000-		5727751-0	KERRI BEVLACQUA/1800 VERMONT RD/2568833722	90003498	5/14/2024	544.50
Total Paid by Vendor						2,159.39
BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-0424	POP: 4/20-5/19/24 CMOM DATA FLOW LINES (BLANKET)	95185	5/7/2024	252.39
	Total Paid by Vendor					252.39
BRENNTAG MID-SOUTH INC	6000-76-76110-515060-00000000-	BMS658977	PL5 & PL6 SPLIT LOAD	95194	5/7/2024	1,710.00
	6000-76-76110-515060-00000000-	BMS658976	PL5 & PL6 SPLIT LOAD	95194	5/7/2024	2,787.30
	Total Paid by Vendor					4,497.30
CINTAS	6000-76-76100-515670-00000000-	4190292783	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	86.21
	6000-76-76100-515670-00000000-	4190311131	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	25.94
	6000-76-76100-515670-00000000-	4190418563	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	136.29
	6000-76-76100-515670-00000000-	4190418653	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	79.15
	6000-76-76100-515670-00000000-	4190600171	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	1,025.08
	6000-76-76100-515670-00000000-	4190603897	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	91.27
	6000-76-76100-515670-00000000-	4190702918	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95202	5/7/2024	28.69
	6000-76-76100-515670-00000000-	4191306671	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	91.27
	6000-76-76100-515670-00000000-	4191303043	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	1,025.08
	6000-76-76100-515670-00000000-	4191005940	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	86.21
	6000-76-76100-515670-00000000-	4191022192	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	25.94
	6000-76-76100-515670-00000000-	4191431506	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	28.69
	6000-76-76100-515670-00000000-	4191121872	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	38.91
	6000-76-76100-515670-00000000-	4191121861	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	79.15
	6000-76-76100-515670-00000000-	4191726310	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	86.21
	6000-76-76100-515670-00000000-	4191740130	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	25.94
	6000-76-76100-515670-00000000-	4191833446	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	38.91
	6000-76-76100-515670-00000000-	4191833529	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	79.15
	6000-76-76100-515670-00000000-	4192022540	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	1,025.08
	6000-76-76100-515670-00000000-	4192026695	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	91.27
	6000-76-76100-515670-00000000-	4192193366	WPC UNIFORMS APRIL-JUNE 2024 (BLANKET)	95359	5/14/2024	28.69
		Total Paid by Vendor				
CORE & MAIN LP	6000-00-00000-140100-00000000-	U646713	INVENTORY	95206	5/7/2024	2,867.40
	6000-00-00000-140100-00000000-	U661508	INVENTORY	95206	5/7/2024	1,052.80
	6000-00-00000-140100-00000000-	U666018	INVENTORY	95206	5/7/2024	4,974.81
	6000-00-00000-140100-00000000-	U765905	INVENTORY	95206	5/7/2024	1,960.00
	6000-00-00000-140100-00000000-	U765827	INVENTORY	95206	5/7/2024	2,057.28
	6000-00-00000-140100-00000000-	U696774	INVENTORY	95206	5/7/2024	1,650.00
	6000-00-00000-140100-00000000-	U736436	INVENTORY	95206	5/7/2024	2,400.12
	6000-00-00000-140100-00000000-	U753586	INVENTORY	95206	5/7/2024	3,534.00
	Total Paid by Vendor					20,496.41
DATATEK USA INC	6000-76-76200-515340-00000000-	218505	PLAN & DOCUMENT PRINTING (BLANKET)	95211	5/7/2024	10.00
	Total Paid by Vendor					10.00
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	43788	POP: THRU 05/31/24 PEST CONTROL FY24	95214	5/7/2024	190.00
	Total Paid by Vendor					190.00
DELL MARKETING LP	6000-76-76110-520200-00000000-	10747318068	LAPTOPS - WP	95365	5/14/2024	6,391.08

	Total Paid by Vendor					6,391.08
DUTCH OIL COMPANY INC	6000-00-00000-140100-00000000-	INV-207275	FUEL TANK/FUELING FACILITY OCT 23-MAR 24(BLANKET)	90003448	5/7/2024	9,926.22
	6000-76-76110-514010-00000000-	INV-207275	FUEL TANK/FUELING FACILITY OCT 23-MAR 24(BLANKET)	90003448	5/7/2024	2,744.11
	6000-76-76110-514010-00000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	54.35
	6000-76-76110-514010-00000000-	CFN-32188	FUELING TRANS DATED 042624	90003448	5/7/2024	109.14
	6000-76-76110-514010-00000000-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	60.76
	6000-76-76110-514010-00000000-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	58.82
	6000-76-76110-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	56.29
	6000-76-76110-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	51.29
	6000-76-76110-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	49.66
	6000-76-76110-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	85.08
	6000-00-00000-140100-00000000-	INV-208517	FUEL TANK/FUELING FACILITY OCT 23-MAR 24(BLANKET)	90003518	5/14/2024	3,073.16
	6000-76-76110-514010-00000000-	INV-208517	FUEL TANK/FUELING FACILITY OCT 23-MAR 24(BLANKET)	90003518	5/14/2024	5,192.44
	Total Paid by Vendor					21,461.32
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	36832	POP: 04/25/24-R & M EQ#050530	95368	5/14/2024	125.00
	Total Paid by Vendor					125.00
GARVER LLC	6000-76-00000-526000-00000000-	2301629-2	POP: THRU 03/08/24ENG SVC SB WWTP FACILITIES PLAN	90003454	5/7/2024	17,224.00
	Total Paid by Vendor					17,224.00
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9336920219	SCADA	95376	5/14/2024	313.95
	6000-76-76370-513040-00000000-	9337005085	VARIOUS PS/TRUCK STOCK	95376	5/14/2024	371.70
	6000-76-76370-513040-00000000-	9336920221	HAYS 3, CREEKSIDE, KNOTTY WALLS PS	95376	5/14/2024	3,343.62
	6000-76-76370-513040-00000000-	9337159851	VARIOUS LS	95376	5/14/2024	1,343.00
	6000-76-76370-513040-00000000-	9337159854	VARIOUS PS	95376	5/14/2024	2,961.60
	Total Paid by Vendor					8,333.87
HACH COMPANY	6000-76-76200-515340-00000000-	14005800	LAB SUPPLIES (SOLE SOURCE)	95378	5/14/2024	1,397.91
	Total Paid by Vendor					1,397.91
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	870110716	POP: 03/12/24 - PL2 TREATMENT CHEMICALS	95226	5/7/2024	11,451.02
	6000-76-76110-515060-00000000-	870110720	POP: 03/15/24-PL4 TREATMENT CHEMICALS	95226	5/7/2024	11,908.64
	6000-76-76110-515060-00000000-	870110718	POP: 03/13/24-PL1 TREATMENT CHEMICALS	95226	5/7/2024	13,039.54
	6000-76-76110-515060-00000000-	870110945	PL4 TREATMENT CHEMICALS	95380	5/14/2024	11,787.66
	6000-76-76110-515060-00000000-	870110638	PL1 TREATMENT CHEMICALS	95380	5/14/2024	11,871.82
	6000-76-76110-515060-00000000-	870110868	PL5/PL6 SPLIT LOAD	95380	5/14/2024	9,260.23
	Total Paid by Vendor					69,318.91
	6000-76-76370-515700-00000000-	26511-0424	POP: 03/29/24-04/25/24 LIFT STATION UTILITIES	95381	5/14/2024	20.32
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	24115-0424	POP: 03/01/24-04/01/24 LIFT STATION UTILITIES	95381	5/14/2024	20.32
	Total Paid by Vendor					40.64
HERITAGE LANDSCAPE SUPPLY GROUP, INC	6000-00-00000-140100-00000000-	0014940504-001	INVENTORY	90003458	5/7/2024	597.12
	Total Paid by Vendor					597.12
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6261786	MAINTENANCE REPAIRS (BLANKET)	90003460	5/7/2024	142.00
	Total Paid by Vendor					142.00
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO08988	POP: THRU 5/3/24 - EM R & M OF EQ# 040243	90003528	5/14/2024	948.63
	6000-76-76110-513030-00000000-	RO09008	POP:5/2/24 - EM R & M OF EQ# 040236	90003528	5/14/2024	1,207.43
	6000-76-76110-513030-00000000-	PT36502	MISC HEAVY EQUIPMENT PARTS (SOLE SOURCE)	90003528	5/14/2024	64.65
	Total Paid by Vendor					2,220.71
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-00-00000-140100-00000000-	66741	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	95235	5/7/2024	69.76
	6000-76-76200-515340-00000000-	66730	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	95235	5/7/2024	3,589.79
	6000-76-76200-515340-00000000-	67070	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	95391	5/14/2024	725.04
	6000-76-76200-515340-00000000-	67056	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	95391	5/14/2024	1,082.10
	Total Paid by Vendor					5,466.69
JACKSON THORNTON & CO PC	6000-76-76100-515370-00000000-	136100	POP:THRU 3/28/24 - SEWER SYSTEM COST STUDY 1	90003530	5/14/2024	6,637.38
	Total Paid by Vendor					6,637.38
JAMES R HALL	6000-76-76110-513030-00000000-	69573	COM TX 050124/69573	95279	5/7/2024	65.00
	6000-76-76110-513030-00000000-	69573	COM TX 050124/69573	95279	5/7/2024	29.70
	6000-76-76110-513030-00000000-	69574	COM TX 050124/69574	95279	5/7/2024	100.00
	6000-76-76110-513030-00000000-	69574	COM TX 050124/69574	95279	5/7/2024	39.60
	6000-76-76110-513030-00000000-	70055	COM TX 050124/70055	95279	5/7/2024	65.00
	6000-76-76110-513030-00000000-	70055	COM TX 050124/70055	95279	5/7/2024	29.70
	6000-76-76110-513030-00000000-	70056	COM TX 050124/70056	95279	5/7/2024	100.00
	6000-76-76110-513030-00000000-	70056	COM TX 050124/70056	95279	5/7/2024	39.60
	Total Paid by Vendor					468.60
	6000-76-76260-513040-00000000-	20541091	PL4 HEADWORKS	95393	5/14/2024	280.00
JMS RUSSEL METALS CORP	6000-76-76260-513040-00000000-	20541095	PL4 HEADWORKS	95393	5/14/2024	1,428.00

	6000-76-76110-513030-00000000-	20541764	MONTE SANO TRUCK RACK	95393	5/14/2024	175.00
	6000-76-76260-513040-00000000-	20541253	PL4 AERATION BASIN	95393	5/14/2024	3,037.50
	Total Paid by Vendor					4,920.50
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-76220-513040-00000000-	95441	PL6 COMPACTOR	95242	5/7/2024	1,124.87
	Total Paid by Vendor					1,124.87
KENWORTH OF HUNTSVILLE	6000-76-76110-513030-00000000-	0640650879	R & M EQ#030767	95307	5/7/2024	1,165.14
	Total Paid by Vendor					1,165.14
LAMBERT CONTRACTING LLC	6000-76-00000-526000-00000000-	APPL #16 BIG COVE	#16, POP: 02/26/24-04/30/24-BIG COVE BASIN SWR EXT	95396	5/14/2024	137,681.00
	Total Paid by Vendor					137,681.00
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	257884	AUTO PARTS (BLANKET)	95248	5/7/2024	627.14
	6000-76-76110-513030-00000000-	257937	AUTO PARTS (BLANKET)	95248	5/7/2024	192.59
	6000-76-76110-513030-00000000-	258042	NAPA TRX DATE 050124	95248	5/7/2024	61.37
	6000-76-76110-513030-00000000-	258042	NAPA TRX DATE 050124	95248	5/7/2024	12.28
	6000-76-76110-513030-00000000-	258042	NAPA TRX DATE 050124	95248	5/7/2024	4.30
	6000-76-76110-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	38.18
	6000-76-76110-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	4.30
	6000-76-76110-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	4.88
	Total Paid by Vendor					945.04
MCGRUFF TIRE CO INC	6000-76-76110-513030-00000000-	4660067539	EM R & M EQ#022594	90003468	5/7/2024	23.80
	6000-76-76110-513030-00000000-	4660067716	EM R & M EQ022605	90003468	5/7/2024	200.98
	6000-76-76110-513030-00000000-	4660067642	EM R & M EQ#030708	90003468	5/7/2024	128.80
	6000-76-76110-513030-00000000-	4660068094	POP:4/29/24 EM R & M EQ#030759 (OVER 25K GVWR)	90003468	5/7/2024	105.60
	6000-76-76110-513030-00000000-	4660068086	POP:4/29/24 EM R & M EQ#021792	90003468	5/7/2024	164.75
	6000-76-76110-513030-00000000-	4660068025	POP:4/29/24 R & M EQ#050377	90003468	5/7/2024	1,442.16
	6000-76-76110-513030-00000000-	4660067897	POP:4/24/24 EM R & M EQ#030726	90003468	5/7/2024	144.80
	6000-76-76110-513030-00000000-	4660067756	POP:4/24/24 EM R & M EQ#0904571	90003468	5/7/2024	69.20
	6000-76-76110-513030-00000000-	4660067638	POP:4/18/24 EM R & M EQ#021792	90003468	5/7/2024	167.75
	Total Paid by Vendor					2,447.84
MORROW WATER TECHNOLOGIES INC	6000-00-00000-140100-00000000-	3031266	INVENTORY/STOCK (SOLE SOURCE)	95251	5/7/2024	6,724.61
	6000-76-76200-515340-00000000-	3031266	INVENTORY/STOCK (SOLE SOURCE)	95251	5/7/2024	3,025.20
	6000-00-00000-140100-00000000-	3031461	INVENTORY/STOCK (SOLE SOURCE)	95251	5/7/2024	25,960.97
	Total Paid by Vendor					35,710.78
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	454859	POP:4/18/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	125.00
	6000-76-76300-516030-00000000-	454804	POP: 4/14/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	125.00
	6000-76-76300-516030-00000000-	454792	POP: 4/13/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	125.00
	6000-76-76300-516030-00000000-	454774	POP:4/15/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	125.00
	6000-76-76300-516030-00000000-	454644	POP:4/22/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	3,125.00
	6000-76-76300-516030-00000000-	454898	POP: 4/22/24-PUMPING-MONTE SANO/VARIOUS PROJECTS	95252	5/7/2024	125.00
	Total Paid by Vendor					3,750.00
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-01-043024	POP: 3/19/24-4/19/24-UTILITIES FY 24 (BLANKET)	95403	5/14/2024	18.60
	6000-76-76370-515700-00000000-	017-02010-01-043024	POP: 3/21/24-4/24/24-UTILITIES FY 24 (BLANKET)	95403	5/14/2024	11.60
	Total Paid by Vendor					30.20
OSBORN CONCRETE CUTTING	6000-76-76300-516030-00000000-	20411	POP:4/17/24 - POINT REPAIR (BLANKET)	90003470	5/7/2024	350.00
	6000-76-76250-513040-00000000-	20413	POP:4/18/24 - PL1 REPAIRS (BLANKET)	90003470	5/7/2024	525.00
	Total Paid by Vendor					875.00
PRO-AIR SERVICES INC	6000-76-76250-513010-00000000-	101527	POP:2/16-2/19/24 - 1800 VERMONT RD REPAIR	90003476	5/7/2024	1,607.00
	6000-76-76250-513010-00000000-	101527	POP:2/16-2/19/24 - 1800 VERMONT RD REPAIR	90003476	5/7/2024	-0.45
	6000-76-76250-513010-00000000-	101650	POP:4/17-4/18/24 - REPAIR 1800 VERMONT	90003538	5/14/2024	576.14
	Total Paid by Vendor					2,182.69
RELIABILITY POINT LLC	6000-76-76200-515340-00000000-	18014	POP: THRU 4/30/24 - TVI TRACTOR (SOLE SOURCE)	95276	5/7/2024	465.00
	Total Paid by Vendor					465.00
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-001090404	POP:4/1-4/30/24 REFUSE CONTAINERS APRIL 24-SEPT 24	95414	5/14/2024	1,679.53
	6000-76-76200-515730-00000000-	0979-001090404	POP:4/1-4/30/24 REFUSE CONTAINERS APRIL 24-SEPT 24	95414	5/14/2024	-88.94
	Total Paid by Vendor					1,590.59
ROGERS GROUP INC	6000-76-76300-516010-00000000-	403024-7-1	POP: 04/01/24-04/30/24-VERMONT INVENTORY FACILITY	95416	5/14/2024	96,788.93
	Total Paid by Vendor					96,788.93
SAFETY KLEEN SYSTEMS INC	6000-76-76200-515340-00000000-	94241629	POP: 4/22/24-PARTS WASHER TVI/MTN BAY(SOLE SOURCE)	95417	5/14/2024	272.18
	Total Paid by Vendor					272.18
SANSOM EQUIPMENT COMPANY INC	6000-76-76110-520100-00000000-	E00459	VACTOR 2100I COMBINATION SEWER CLEANER	95418	5/14/2024	694,181.00
	6000-76-76110-513030-00000000-	P05880	R & M JET TRUCKS (SOLE SOURCE)	95418	5/14/2024	239.79
	Total Paid by Vendor					694,420.79
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1007002	POP:4/1-4/30/24 SOLID WASTE DISPOSAL FY24	90003481	5/7/2024	27,566.09

		Total Paid by Vendor				27,566.09
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	6000-76-76110-513030-00000000-	30552	R & M EQ#022056	90003483	5/7/2024	2,434.04
	Total Paid by Vendor					2,434.04
SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	208205	POP:4/15/24 - MAINTENANCE FORKLIFT (BLANKET)	95298	5/7/2024	46.68
	6000-76-76200-515340-00000000-	75210330496	POP:4/23/24 - SEWER BAY/MONTE SANO SHOP	95298	5/7/2024	42.90
	Total Paid by Vendor					89.58
THREE-11 PROPERTIES LLC	6000-76-76100-515370-00000000-	1126	CAPSHAW TOWER ANNUAL RENT	95433	5/14/2024	6,000.00
	Total Paid by Vendor					6,000.00
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105-03/28/24	POP: THROUGH 3/28/24-UTILITIES (BLANKET)	95437	5/14/2024	65.00
	Total Paid by Vendor					65.00
TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	758-1-120406	WPC FY2024 SAFETY TOE FOOTWEAR (BLANKET)	90003539	5/14/2024	143.99
	6000-76-76100-515670-00000000-	758-1-120829	WPC FY2024 SAFETY TOE FOOTWEAR (BLANKET)	90003539	5/14/2024	169.00
	6000-76-76100-515670-00000000-	758-1-121082	WPC FY2024 SAFETY TOE FOOTWEAR (BLANKET)	90003539	5/14/2024	175.00
	6000-76-76100-515670-00000000-	758-1-121083	WPC FY2024 SAFETY TOE FOOTWEAR (BLANKET)	90003539	5/14/2024	175.00
	6000-76-76100-515670-00000000-	758-1-120607	WPC FY2024 SAFETY TOE FOOTWEAR (BLANKET)	90003539	5/14/2024	139.99
	Total Paid by Vendor					802.98
TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	5711825	POP: 4/29/24-R & M EQ#050377	90003491	5/7/2024	405.00
	Total Paid by Vendor					405.00
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	1195888	POINT REPAIR (BLANKET)	90003494	5/7/2024	563.97
	6000-76-76300-516030-00000000-	1196506	POINT REPAIR (BLANKET)	90003494	5/7/2024	400.55
	6000-76-76300-516030-00000000-	1196235	POINT REPAIR (BLANKET)	90003494	5/7/2024	424.97
	6000-76-76300-516030-00000000-	1196030	POINT REPAIR (BLANKET)	90003494	5/7/2024	514.35
	6000-76-76300-516030-00000000-	1196659	POINT REPAIR (BLANKET)	90003494	5/7/2024	587.41
	6000-76-76300-516030-00000000-	1196621	POINT REPAIR (BLANKET)	90003494	5/7/2024	582.48
	6000-76-76300-516030-00000000-	1196668	POINT REPAIR (BLANKET)	90003494	5/7/2024	320.47
	6000-76-76300-516030-00000000-	1195892	POINT REPAIR (BLANKET)	90003494	5/7/2024	599.60
	6000-76-76300-516030-00000000-	1196673	POINT REPAIR (BLANKET)	90003494	5/7/2024	508.41
	6000-76-76300-516030-00000000-	1217260	POINT REPAIR (BLANKET)	90003494	5/7/2024	1,155.82
	6000-76-76300-516030-00000000-	1227688	POINT REPAIR (BLANKET)	90003494	5/7/2024	578.97
	6000-76-76300-516030-00000000-	1216682	POINT REPAIR (BLANKET)	90003494	5/7/2024	209.36
	6000-76-76300-516030-00000000-	1216231	POINT REPAIR (BLANKET)	90003494	5/7/2024	380.44
	6000-76-76300-516030-00000000-	1216565	POINT REPAIR (BLANKET)	90003494	5/7/2024	820.94
	6000-76-76300-516030-00000000-	1216134	POINT REPAIR (BLANKET)	90003494	5/7/2024	484.82
	6000-76-76300-516030-00000000-	1223573	POINT REPAIR (BLANKET)	90003494	5/7/2024	576.39
	6000-76-76300-516030-00000000-	1216945	POINT REPAIR (BLANKET)	90003494	5/7/2024	374.02
	6000-76-76300-516030-00000000-	1226808	POINT REPAIR (BLANKET)	90003494	5/7/2024	550.74
	6000-76-76300-516030-00000000-	1216839	POINT REPAIR (BLANKET)	90003494	5/7/2024	601.70
	6000-76-76300-516030-00000000-	1216993	POINT REPAIR (BLANKET)	90003494	5/7/2024	2,382.06
	6000-76-76300-516030-00000000-	1238853	POINT REPAIR (BLANKET)	90003549	5/14/2024	542.34
	Total Paid by Vendor					13,159.81
WELTRANS INC	6000-76-76260-513040-00000000-	4033	P4 NEW DITCH MIXER	95441	5/14/2024	1,305.20
	Total Paid by Vendor					1,305.20
WHITE CAP LP	6000-76-76200-515340-00000000-	50026408272	INVENTORY/MAINTENANCE	95316	5/7/2024	291.20
	6000-76-76200-515340-00000000-	50026499840	MAINTENANCE STOCK	95316	5/7/2024	205.00
	6000-00-00000-140100-00000000-	50026437442	INVENTORY/MAINTENANCE	95316	5/7/2024	345.68
	6000-76-76200-515340-00000000-	50026619744	FOR EQ#022056	95442	5/14/2024	1,285.85
	Total Paid by Vendor					2,127.73
WINSUPPLY HUNTSVILLE AL CO.	6000-76-76200-515340-00000000-	064673 01	PLUMBING SUPPLIES (BLANKET)	95319	5/7/2024	742.88
	6000-76-76200-515340-00000000-	063347 03	CREDIT FOR INVOICE 063347 02	95445	5/14/2024	-742.88
	6000-76-76260-513040-00000000-	065059 01	PL 4 MUD VALVE STEMS	95445	5/14/2024	1,149.40
	6000-76-76260-513040-00000000-	065132 01	PL 4 MUD VALVE STEMS	95445	5/14/2024	185.00
	Total Paid by Vendor					1,334.40
Total by Fund 6000						1,230,269.29
6010						
GARVER LLC	6010-76-00000-526000-00000000-	2400546-1	POP: THRU 04/12/24 LAND SURVEYING SS MH MAPPING	90003454	5/7/2024	5,000.00
	6010-76-00000-526000-00000000-	2400117-2	POP: THRU 04/12/24-2024 WPC ON-CALL SURVEYING SVCS	90003454	5/7/2024	10,980.00
	6010-76-00000-526000-00000000-	2400783-1	POP: THRU 04/12/24 CONST OBS SVCS 2024-CONTRACT 1	90003454	5/7/2024	30,417.50
	Total Paid by Vendor					46,397.50
LTS CONSTRUCTION LLC	6010-00-00000-220400-00000000-	APPL #2 GRANFIELD	23852-GRANFIELD-FINAL RET	90003466	5/7/2024	9,856.89
	6010-00-00000-220400-00000000-	APPL #3 WILMA	23852-WILMA & MOUNTAINBROOK-FINAL RET	90003466	5/7/2024	11,476.78
	Total Paid by Vendor					21,333.67
MR ROOTER PLUMBING	6010-76-00000-526000-00000000-	454834	POP:4/17/24 - EMERGENCY PLUMBING REPAIRS	95252	5/7/2024	9,251.41
	6010-76-00000-526000-00000000-	454664	POP:4/25/24 - EMERGENCY PLUMBING REPAIRS	95252	5/7/2024	297.50

		6010-76-00000-526000-00000000-	454121	POP:4/13/24 - EMERGENCY PLUMBING REPAIRS	95252	5/7/2024	510.00
		Total Paid by Vendor					10,058.91
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	4232024	POP:THRU 4/23/24 - WPC WWTP OPERATOR PREP COURSE	95315	5/7/2024	8,100.00
		Total Paid by Vendor					8,100.00
	Total by Fund 6010						85,890.08
6020	APPLIED INDUSTRIAL TECHNOLOGIES	6020-76-00000-526000-00000000-	7029499877	PL2, PL5, PL6	95183	5/7/2024	22,348.97
		Total Paid by Vendor					22,348.97
	CC LYNCH AND ASSOCIATES INC	6020-76-00000-526000-00000000-	240543	FISHER RD PS (SOLE SOURCE)	90003440	5/7/2024	8,661.00
		Total Paid by Vendor					8,661.00
	EMD MILLIPORE CORPORATION	6020-76-00000-526000-00000000-	11265461	LAB ANNUAL SVC AGREEMENT RENEWAL (SOLE SOURCE)	95215	5/7/2024	2,829.78
		6020-76-00000-526000-00000000-	11288266	LAB ANNUAL SVC AGREEMENT RENEWAL (SOLE SOURCE)	95369	5/14/2024	69.90
		Total Paid by Vendor					2,899.68
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9337159853	PL4 MIXERS	95376	5/14/2024	31,511.16
		Total Paid by Vendor					31,511.16
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	178103	POP:10/24-5/8/24 - MCMULLEN COVE PS (SOLE SOURCE)	90003529	5/14/2024	11,070.45
		Total Paid by Vendor					11,070.45
	UNITED CONTROLS CORPORATION	6020-76-00000-526000-00000000-	5013	WILLIAMS SCHOOL PS	95310	5/7/2024	6,295.00
		6020-76-00000-526000-00000000-	5012	PEOPLES LS	95310	5/7/2024	6,295.00
		Total Paid by Vendor					12,590.00
	Total by Fund 6020						89,081.26
6030	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	177865	POP: 3/23-4/20/24 POLARIS (SOLE SOURCE)	90003462	5/7/2024	2,402.00
		Total Paid by Vendor					2,402.00
	LANIER FORD SHAVER & PAYNE PC	6030-71-00000-526000-00000000-	201276	POP THRU 04/30/24 VARIOUS PROJECTS-LEGAL SERVICES	90003533	5/14/2024	10,907.25
		Total Paid by Vendor					10,907.25
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	454858	POP: 4/18/24-PUMPING-ENGINEERING	95252	5/7/2024	562.50
		6030-71-00000-526000-00000000-	454809	POP: 4/15/24-PUMPING-ENGINEERING	95252	5/7/2024	562.50
		6030-71-00000-526000-00000000-	454784	POP: 4/13/24-PUMPING-ENGINEERING (BLANKET)	95252	5/7/2024	562.50
		6030-71-00000-526000-00000000-	454645	POP: 4/22/24-PUMPING-ENGINEERING	95252	5/7/2024	2,500.00
		6030-71-00000-526000-00000000-	454890	POP:4/20/24-PUMPING-ENGINEERING (BLANKET)	95252	5/7/2024	562.50
		6030-71-00000-526000-00000000-	454896	POP:4/22/24-PUMPING-ENGINEERING	95252	5/7/2024	375.00
		6030-71-00000-526000-00000000-	454908	POP: 4/18/24-PUMPING-ENGINEERING	95252	5/7/2024	625.00
		6030-71-00000-526000-00000000-	454926	POP: 4/23/24- PUMPING-ENGINEERING	95252	5/7/2024	1,250.00
		6030-71-00000-526000-00000000-	454946	POP:4/24/24-PUMPING-ENGINEERING	95252	5/7/2024	750.00
		6030-71-00000-526000-00000000-	454971	POP: 4/25/24- PUMPING-ENGINEERING	95252	5/7/2024	875.00
		6030-71-00000-526000-00000000-	454972	POP: 4/25/24-PUMPING-ENGINEERING	95252	5/7/2024	625.00
		Total Paid by Vendor					9,250.00
	ROGERS GROUP INC	6030-71-00000-526000-00000000-	382121-35-1	POP: 04/01/24-04/30/24-PLUMMER RD GRAVITY EXT	95416	5/14/2024	121,911.31
		Total Paid by Vendor					121,911.31
	Total by Fund 6030						144,470.56
6050	GARVER LLC	6050-76-00000-526000-00000000-	18058130-17	POP: THRU 03/08/24 EXPANSION ENG CONSTR ADMIN SVCS	90003454	5/7/2024	31,325.00
		Total Paid by Vendor					31,325.00
	MARK JOHNSON CONSTRUCTION LLC	6050-76-00000-526000-00000000-	APPL #19 W AREA WWTP	#19, POP: 02/28/24-03/29/24-W AREA WWTP PH 1 EXP	90003467	5/7/2024	1,580,284.83
		Total Paid by Vendor					1,580,284.83
	Total by Fund 6050						1,611,609.83
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	50754	COM TX 043024/50754	95179	5/7/2024	120.00
		Total Paid by Vendor					120.00
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-32155	FUELING TRANS DATED 042424	90003448	5/7/2024	4,165.87
		6200-55-55200-514010-00000000-	CFN-32170	FUELING TRANS DATED 042524	90003448	5/7/2024	4,258.85
		6200-55-55200-514010-00000000-	CFN-32213	FUELING TRANS DATED 042924	90003448	5/7/2024	3,289.81
		6200-55-55200-514010-00000000-	CFN-32229	FUELING TRANS DATED 043024	90003448	5/7/2024	3,504.72
		6200-55-55200-514010-00000000-	CFN-32431	FUELING TRANS DATED 050124	90003448	5/7/2024	4,422.64
		6200-55-55200-514010-00000000-	CFN-32449	FUELING TRANS DATED 050224	90003448	5/7/2024	3,817.03
		Total Paid by Vendor					23,458.92
	INDUSTRIAL CONTRACTOR SUPPLY LLC	6200-55-55200-515340-00000000-	66736	FY24 NON BID ITEMS--BLANKET (SANITATION)	95235	5/7/2024	1,087.56
		Total Paid by Vendor					1,087.56
	JAMES R HALL	6200-55-55200-513030-00000000-	69539	COM TX 050124/69539	95279	5/7/2024	375.00
		6200-55-55200-513030-00000000-	69539	COM TX 050124/69539	95279	5/7/2024	42.60
		6200-55-55200-513030-00000000-	69899	COM TX 050124/69899	95279	5/7/2024	375.00
		6200-55-55200-513030-00000000-	69899	COM TX 050124/69899	95279	5/7/2024	56.40
		Total Paid by Vendor					849.00
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	257899	NAPA TRX DATE 042624	95248	5/7/2024	5.70

Page Number
44

6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	101.87
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	48.71
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	14.96
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	34.62
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	166.27
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	22.02
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	317.46
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	237.09
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	64.02
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	61.44
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	72.03
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	44.52
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	80.22
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	20.70
6200-55-55200-513030-00000000-	258077	NAPA TRX DATE 050224	95248	5/7/2024	13.81
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	3.10
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	12.20
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	99.14
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	48.71
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	53.13
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	14.96
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	82.31
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	91.08
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	53.13
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	72.47
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	43.39
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	33.51
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	31.97
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	34.62
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	35.54
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	14.96
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	48.71
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	65.70
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	53.13
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	99.14
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	53.76
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	35.40
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	102.90
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	6.07
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	102.31
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	7.62
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	13.62
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	147.38
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	20.16
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	32.69
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6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	125.65
6200-55-55200-513030-00000000-	258137	NAPA TRX DATE 050324	95248	5/7/2024	721.42
Total Paid by Vendor					18,465.30
MCGRIFF TIRE CO INC	4660067974	COM TX 050824/4660067974	90003534	5/14/2024	50.00
	4660067974	COM TX 050824/4660067974	90003534	5/14/2024	49.50
	4660067974	COM TX 050824/4660067974	90003534	5/14/2024	44.00
Total Paid by Vendor					143.50
REPUBLIC SERVICES INC	0979-001092519	POP: 04/01/24-04/30-24-FY24 HHA TIPPING FEES	95277	5/7/2024	45,103.00
	0979-001093078	POP: 4/1/24-4/30/24-CITY DUMPSTER	95414	5/14/2024	1,965.39
Total Paid by Vendor					47,068.39
S & S FIRESTONE INC	4230010498	COM TX 043024/4230010498	90003437	5/7/2024	75.00
	4230010498	COM TX 043024/4230010498	90003437	5/7/2024	76.00
	4230010588	COM TX 043024/4230010588	90003437	5/7/2024	75.00
	4230010588	COM TX 043024/4230010588	90003437	5/7/2024	33.00
	4230010711	COM TX 043024/4230010711	90003437	5/7/2024	75.00
	4230010711	COM TX 043024/4230010711	90003437	5/7/2024	33.00

	6200-55-55200-513030-00000000-	4230010722	COM TX 043024/4230010722	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230010722	COM TX 043024/4230010722	90003437	5/7/2024	38.00
	6200-55-55200-513030-00000000-	4230010941	COM TX 043024/4230010941	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230010941	COM TX 043024/4230010941	90003437	5/7/2024	112.00
	6200-55-55200-513030-00000000-	4230010942	COM TX 043024/4230010942	90003437	5/7/2024	76.00
	6200-55-55200-513030-00000000-	4230010943	COM TX 043024/4230010943	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230010943	COM TX 043024/4230010943	90003437	5/7/2024	56.00
	6200-55-55200-513030-00000000-	4230010944	COM TX 043024/4230010944	90003437	5/7/2024	112.00
	6200-55-55200-513030-00000000-	4230010945	COM TX 043024/4230010945	90003437	5/7/2024	570.42
	6200-55-55200-513030-00000000-	4230010945	COM TX 043024/4230010945	90003437	5/7/2024	28.00
	6200-55-55200-513030-00000000-	4230010946	COM TX 043024/4230010946	90003437	5/7/2024	33.00
	6200-55-55200-513030-00000000-	4230010947	COM TX 043024/4230010947	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230010947	COM TX 043024/4230010947	90003437	5/7/2024	33.00
	6200-55-55200-513030-00000000-	4230010948	COM TX 043024/4230010948	90003437	5/7/2024	84.00
	6200-55-55200-513030-00000000-	4230010949	COM TX 043024/4230010949	90003437	5/7/2024	28.00
	6200-55-55200-513030-00000000-	4230010952	COM TX 043024/4230010952	90003437	5/7/2024	112.00
	6200-55-55200-513030-00000000-	4230010952	COM TX 043024/4230010952	90003437	5/7/2024	33.00
	6200-55-55200-513030-00000000-	4230010953	COM TX 043024/4230010953	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230010953	COM TX 043024/4230010953	90003437	5/7/2024	76.00
	6200-55-55200-513030-00000000-	4230011024	COM TX 043024/4230011024	90003437	5/7/2024	75.00
	6200-55-55200-513030-00000000-	4230011024	COM TX 043024/4230011024	90003437	5/7/2024	33.00
	6200-55-55200-513030-00000000-	4230011057	COM TX 043024/4230011057	90003437	5/7/2024	33.00
	6200-55-55200-513030-00000000-	4230010462	COM TX 050824/4230010462	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230010462	COM TX 050824/4230010462	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011062	COM TX 050824/4230011062	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011062	COM TX 050824/4230011062	90003507	5/14/2024	38.00
	6200-55-55200-513030-00000000-	4230011063	COM TX 050824/4230011063	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011064	COM TX 050824/4230011064	90003507	5/14/2024	168.00
	6200-55-55200-513030-00000000-	4230011065	COM TX 050824/4230011065	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011135	COM TX 050824/4230011135	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011135	COM TX 050824/4230011135	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011136	COM TX 050824/4230011136	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011136	COM TX 050824/4230011136	90003507	5/14/2024	56.00
	6200-55-55200-513030-00000000-	4230011137	COM TX 050824/4230011137	90003507	5/14/2024	56.00
	6200-55-55200-513030-00000000-	4230011138	COM TX 050824/4230011138	90003507	5/14/2024	56.00
	6200-55-55200-513030-00000000-	4230011139	COM TX 050824/4230011139	90003507	5/14/2024	28.00
	6200-55-55200-513030-00000000-	4230011140	COM TX 050824/4230011140	90003507	5/14/2024	84.00
	6200-55-55200-513030-00000000-	4230011141	COM TX 050824/4230011141	90003507	5/14/2024	28.00
	6200-55-55200-513030-00000000-	4230011141	COM TX 050824/4230011141	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011142	COM TX 050824/4230011142	90003507	5/14/2024	112.00
	6200-55-55200-513030-00000000-	4230011143	COM TX 050824/4230011143	90003507	5/14/2024	76.00
	6200-55-55200-513030-00000000-	4230011143	COM TX 050824/4230011143	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011144	COM TX 050824/4230011144	90003507	5/14/2024	84.00
	6200-55-55200-513030-00000000-	4230011194	COM TX 050824/4230011194	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011194	COM TX 050824/4230011194	90003507	5/14/2024	112.00
	6200-55-55200-513030-00000000-	4230011197	COM TX 050824/4230011197	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011197	COM TX 050824/4230011197	90003507	5/14/2024	33.00
	6200-55-55200-513030-00000000-	4230011238	COM TX 050824/4230011238	90003507	5/14/2024	75.00
	6200-55-55200-513030-00000000-	4230011238	COM TX 050824/4230011238	90003507	5/14/2024	28.00
	Total Paid by Vendor					3,956.42
SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0054416250	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003479	5/7/2024	58.65
	6200-55-55200-515670-00000000-	0054447550	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003479	5/7/2024	104.11
	6200-55-55200-515670-00000000-	0054575075	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	54.10
	6200-55-55200-515670-00000000-	0054586550	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	106.02
	6200-55-55200-515670-00000000-	0054536672	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	277.91
	6200-55-55200-515670-00000000-	0054547651	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	93.55
	6200-55-55200-515670-00000000-	0054561535	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	37.42
	6200-55-55200-515670-00000000-	0054561537	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	56.13
	6200-55-55200-515670-00000000-	0054575074	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	34.55
	6200-55-55200-515670-00000000-	0054547650	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	27.05
	6200-55-55200-515670-00000000-	0054436800	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	161.45
	6200-55-55200-515670-00000000-	0054630728	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	107.54

		6200-55-55200-515670-00000000-	0054630726	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	131.75
		6200-55-55200-515670-00000000-	0054598164	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	81.15
		6200-55-55200-515670-00000000-	0054598165	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	27.05
		6200-55-55200-515670-00000000-	0054608613	FY24 UNIFORMS---PWS SANITATION (BLANKET)	90003541	5/14/2024	148.77
		Total Paid by Vendor					1,507.20
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1006918	POP:4/1-4/30/24 - FY24 SOLID WASTE TIPPING FEES	90003481	5/7/2024	323,763.74
		Total Paid by Vendor					323,763.74
	STAPLES INC	6200-55-55200-515340-00000000-	6001761284	A.WILSON/4205 E. SCHRIMSHER LN/883-3998	90003485	5/7/2024	158.02
		6200-55-55200-515340-00000000-	3561730406	AWILSON/4205 E. SCHRIMSHER LN/256-883-3998	90003545	5/14/2024	287.91
		Total Paid by Vendor					445.93
	THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-1033207	COM TX 043024/TTC1-1033207	95302	5/7/2024	4,828.14
		6200-55-55200-513030-00000000-	TTC1-1033207	COM TX 043024/TTC1-1033207	95302	5/7/2024	14,445.50
		6200-55-55200-513030-00000000-	TTC1-1033207	COM TX 043024/TTC1-1033207	95302	5/7/2024	776.89
		Total Paid by Vendor					20,050.53
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000543806	96 GALLON CARTS FOR STOCK	95436	5/14/2024	41,678.00
		Total Paid by Vendor					41,678.00
	TRI COUNTY SHOES INCORPORATED	6200-55-55200-515670-00000000-	758-1-117016	CREDIT FOR INVOICE 758-1-116802	90003477	5/7/2024	-175.99
		6200-55-55200-515670-00000000-	758-1-120371	FY24 BOOTS FOR PWS SANITATION (BLANKET)	90003539	5/14/2024	147.99
		6200-55-55200-515670-00000000-	758-1-119189	FY24 BOOTS FOR PWS SANITATION (BLANKET)	90003539	5/14/2024	130.00
		Total Paid by Vendor					102.00
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	530022	FY24 HYDRAULIC OIL-BLANKET	90003496	5/7/2024	2,242.50
		Total Paid by Vendor					2,242.50
	Total by Fund 6200						484,938.99
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	89,454.81
		7000-16-00000-517015-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	61,368.23
		7000-16-00000-517025-00000000-	HEALTH CLM 4/29-5/03	POP: 4/29/24-5/03/24 HEALTH CLAIMS	90003438	5/7/2024	2,006.90
		7000-16-00000-517010-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	87,323.29
		7000-16-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	27,572.87
		7000-16-00000-517025-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	21.44
		7000-16-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	4,302.18
		7000-16-00000-517015-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	-118,557.60
		7000-16-00000-517010-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	1.78
		7000-16-00000-517020-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	14,877.00
		7000-00-00000-425139-00000000-	HEALTH CLMS 5/6-5/10	POP: 5/06/24-5/10/24 HEALTH CLAIMS	90003508	5/14/2024	-223,287.45
		Total Paid by Vendor					-54,916.55
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1573512-04/19/24	POP: 04/19/24-CITY HEALTH PLAN REINSURANCE	90003472	5/7/2024	17,413.64
		Total Paid by Vendor					17,413.64
	Total by Fund 7000						-37,502.91
Grand Total							23,323,534.18

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-000000000-	95443	05/14/2024	051424A	2,004.45	WILLIE LAMAR DAVIS
	0001-00-00000-110004-000000000-	95354	05/14/2024	051424A	665.69	CALVIN FARIER
	0001-00-00000-110004-000000000-	95431	05/14/2024	051424A	444.22	THOMAS W MILLER
	0001-00-00000-110004-000000000-	95434	05/14/2024	051424A	201.63	TIMOTHY RIGDON
	0001-00-00000-110004-000000000-	95392	05/14/2024	051424A	632.45	JAMES CHANDLER
	0001-00-00000-110004-000000000-	95430	05/14/2024	051424A	3,815.74	THE STANDARD FIRE INSURANCE COMPANY
	0001-00-00000-110004-000000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-000000000-	95411	05/14/2024	051424A	300.00	VERONICA MCCONICO
	0001-00-00000-110004-000000000-	95410	05/14/2024	051424A	300.00	SAMUEL E. BURNETT
	0001-00-00000-110004-000000000-	95409	05/14/2024	051424A	21,702.86	LA FINKA MEXICAN GRILL INC
	0001-00-00000-110004-000000000-	95408	05/14/2024	051424A	12,250.00	ENFINGER DEVELOPMENT, LLC
	0001-00-00000-110004-000000000-	95407	05/14/2024	051424A	2,334.00	DELORES MARTINEZ
	0001-00-00000-110004-000000000-	95275	05/07/2024	050724A	429,900.00	DR HORTON, INC
	0001-00-00000-110004-000000000-	95274	05/07/2024	050724A	85,668.18	RPI TWO - S PKWY, LLC
	0001-00-00000-110004-000000000-	95273	05/07/2024	050724A	20,889.00	HOWARD ROSS
	0001-00-00000-110004-000000000-	95272	05/07/2024	050724A	15.00	CHRIS JONES
	0001-00-00000-110004-000000000-	95271	05/07/2024	050724A	6,000.00	JOSEPH A. NOURI
	0001-00-00000-110004-000000000-					
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-000000000-					
	0001-00-00000-110004-000000000-					

PRJ 05/01/24 - 05/14/24

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	DT FUND	05/03/24	Grand Total
101000	1000	\$4,543,840.42	\$4,543,840.42
101005	1005	(\$1,325,166.40)	(\$1,325,166.40)
102000	2000	\$200,199.54	\$200,199.54
102100	2100	\$57,198.08	\$57,198.08
102500	2500	\$4,630.78	\$4,630.78
103900	3900	\$27,395.77	\$27,395.77
103910	3910	\$59,289.78	\$59,289.78
103930	3930	\$47,350.98	\$47,350.98
106000	6000	\$461,462.45	\$461,462.45
106200	6200	\$343,895.89	\$343,895.89
110004	IONS	(\$4,420,097.29)	(\$4,420,097.29)
Grand Total		\$0.00	\$0.00



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1439

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Jerry Cargile to the Huntsville-Madison County Railroad Authority, Joint Place 4 (his current seat), for a five (5) year term to expire May 22, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1440

Department: City Council

Subject:

Type of Action: Nomination

Nomination to reappoint Tammyier Leeth to the Historical Preservation Authority of the City of Huntsville to her current seat for a six (6) year term to expire June 3, 2030.

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



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1480

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Village of Providence Phase1 Part E, Off Broadway Street.

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: Village of Providence, Off Broadway Street

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4219

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Village of Providence Phase1 Part E, Off Broadway Street.

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: Village of Providence, Off Broadway Street

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

Additional Comments:

ORDINANCE NO. 24-_____

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 **2020 At Providence, 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 easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

This Instrument prepared by:

Behrouz K. Rahmati
Rahmati Law Firm, LLC
470 Providence Main St, Suite 201
Huntsville, Alabama 35806
(256) 533-2002

The following information is offered in lieu of submitting an RT-1 Real Estate Sales Validation Form pursuant to Section 40-22-1 of the Code of Alabama (1975):

RECORDING USE ONLY

Grantor's name and mailing address

City of Huntsville, Alabama
308 Fountain Circle, P.O. Box 308
Huntsville, Alabama 35801

Grantee's name and mailing address:

2020 At Providence, LLC
7 Town Center Drive; Suite 102
Huntsville, Alabama 35806

Property address: 20 Town Center Drive, Huntsville, AL 35806 and 00 Off Broadway Street, Huntsville, AL 35806

Date of sale: Dated of even date herewith.

Purchase price: N/A

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

☐ Bill of Sale ☐ Sales Contract ☐ Closing Statement ☐ Appraisal ☒ Other

QUITCLAIM DEED FOR VACATION OF EASEMENT

WHEREAS, the **City of Huntsville, Alabama** (the "Grantor") is the holder of that certain Public Utilities and Drainage Easement more particularly and collectively described on **Exhibit "A"** attached hereto (the "PUDE Easement"); and

WHEREAS, the Grantor has agreed to vacate said PUDE Easement and to convey all of its rights, title and interest in and to the PUDE Easement to **2020 At Providence, LLC** (the "Grantee").

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim to the Grantee, together with every contingent remainder and right of reversion, all Grantor's right, title, interest and claim in and to the PUDE Easement, situated in the City of Huntsville, County of Madison, Alabama and legally described in attached hereto **Exhibit "A"**.

TO HAVE AND TO HOLD the PUDE Easement unto the Grantee, together with every contingent remainder and right of reversion.

Grantor attests, to the best of its knowledge and belief, that the information submitted in the legend at the beginning of this Deed in lieu of the RT-1 Real Estate Sales Validation Form is true and accurate, and Grantor understands that any false statements contained in such information may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1(h).

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on or as of the 23rd day of May, 2024.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

Attest: _____
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 S. Edwards, whose names as Mayor and City Clerk respectively, of The City of Huntsville, Alabama, an Alabama 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 date.

Given under my hand and official seal this the 23rd day of May, 2024.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

EXHIBIT "A"

**LEGAL DESCRIPTION
OF
PUDE EASEMENT**

STATE OF ALABAMA
COUNTY OF MADISON

Commence at a Capped Rebar (GMC) lying at the Northwest corner of Lot 1, of Village of Providence Phase 1, Part E, as per plat recorded in Plat Book 2020, Page 101550 in the Office of the Judge of Probate of Madison County, Alabama, said point also lying on the east right-of-way line of Off Broadway Street; thence run along said east right-of-way line, S 01°09'16" W, 149.15 feet to the Point of Beginning; thence departing said east right-of-way line, continue S 01°09'16" W, 60.85 feet to a point; thence run N 88°50'44" W, 50.00 feet to a point; thence run N 01°09'16" E, 41.44 feet to the PC of a 15.00-foot radius curve concave southwesterly; thence run northwesterly along the arc of said curve 24.57 feet (chord bears N 45°46'07" W, 21.91 feet) to a point on the south right-of-way line of Gates Mill Street; thence run along said south right-of-way line, N 87°18'26" E, 66.16 feet to the Point of Beginning.

Said described easement lying and being situated in Section 25, Township 3 South, Range 2 West, Madison County, Alabama, and contains 0.07 acres (3,014.77 S.F.), more or less.

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1481

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1A and 1B, Buck Island Commercial Park, 2104 and 2106 Island Circle SW.

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 1A and 1B, Buck Island Commercial Park, 2104 and 2106 Island Circle SW

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4222

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement between Lots 1A and 1B, Buck Island Commercial Park, 2104 and 2106 Island Circle SW.

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 1A and 1B, Buck Island Commercial Park, 2104 and 2106 Island Circle SW

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

Additional Comments:

ORDINANCE NO. 24-_____

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 **Six J. Properties, 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 easement hereinafter described, said deed being substantially in words and figures as follows, to-wit:

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS INDENTURE MADE AND ENTERED into this, the 23rd day of May 2024, by and between **CITY OF HUNTSVILLE, an Alabama municipal corporation**, hereinafter referred to as “Party of the First Part”, and **Six J. Properties, LLC, an Alabama limited liability company**, hereinafter referred to as “Party of the Second Part”.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the Party of the First Part in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, the Party of the First Part has this day remised, released, quitclaimed and conveyed to the Party of the Second Part, the following described lot or parcel of land lying and being situated in the County of Madison, State of Alabama, to-wit:

See Exhibit “A” attached and made a part hereto.

TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk , the day and year hereinabove first written.

CITY OF HUNTSVILLE,
an Alabama municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its: City Clerk

Prepared by:
Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Tommy Battle and S. Edwards , whose names, as Mayor and City Clerk respectively, of the City of Huntsville, an Alabama municipal corporation, are signed to the foregoing conveyance, who are known to me, acknowledged before me on this day that, being informed of the contents of said 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 seal on this the 23rd day of May, 2024.

Notary Public
Commission Expiration Date: _____

Grantor's name and address:
City of Huntsville
308 Fountain Circle SW
Huntsville, AL 35801

Grantee's name and address:
Six J. Properties, LLC,
an Alabama limited liability company

Property address:

*Prepared by:
Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801*

“Exhibit A”

A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT BEING 5 FEET TAKEN EVENLY ON EACH SIDE OF THE EAST LINE OF LOT 1A OF THE FINAL PLAT OF A RESUBDIVISION OF LOTS 1,2, AND 3 OF BUCK ISLAND COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 2020-00055379, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON PIN STAMPED "MORELL ENG CA-742-LS" SITUATED ON THE SOUTHEAST CORNER OF LOT 1A OF THE FINAL PLAT OF A RESUBDIVISION OF LOTS 1,2, AND 3 OF BUCK ISLAND COMMERCIAL PARK, AS RECORDED IN PLAT BOOK 2020-00055379, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE RUN NORTH 00°47'20" EAST AT A DISTANCE OF 10.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN NORTH 89°13'19" WEST AT A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN NORTH 00°47'53" EAST AT A DISTANCE OF 151.32 FEET TO A POINT; THENCE RUN SOUTH 88°56'57" EAST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 00°47'53" WEST AT A DISTANCE OF 151.28 FEET TO A POINT; THENCE RUN NORTH 89°12'01" WEST AT A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING,
SAID EASEMENT CONTAINS 1513 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

Prepared by:
Alan P. Judge, Attorney at Law
3330 L & N Drive, Suite A
Huntsville, Alabama 35801

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1465

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: 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: NA

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/9/2024

File ID: TMP-4185

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: 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: NA

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

Additional Comments:

ORDINANCE NO. 24-

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

Section 1. The position of Green Team Education Specialist, classified at a salary grade 14, is hereby renamed Environmental Education Coordinator, classified at a salary grade 14.

Section 2. The position of Records Management Specialist is hereby created and classified at a salary grade 12.

Section 3. The position of Records Maintenance Supervisor, classified at a salary grade 14, is hereby renamed Records Management Supervisor, classified at a salary grade 14.

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 May, 2024

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

APPROVED this the 9th of May, 2024.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1466

Department: Human Resources

Subject:

Type of Action: Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the departments

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: NA

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/9/2024

File ID: TMP-4186

Department: Human Resources

Subject:

Type of Action: Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the departments

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: NA

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

Additional Comments:

ORDINANCE NO. 24-

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 23-762, adopted and approved on September 28, 2023, is hereby amended for change in the authorized strength of the department, as follows:

The staffing level is hereby increased within the City Clerk department by one (1) regular, full-time Records Management Specialist position, grade 12.

The staffing level is hereby decreased within the City Clerk department by one (1) regular, full-time Municipal Records Coordinator position, grade 10.

ADOPTED this the 9th day of May, 2024.

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

APPROVED this the 9th day of May, 2024.

Mayor of the City of Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1482

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4212

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. 24 - _____

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

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

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1483

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 2 and FINAL between the City of Huntsville and Pearce Construction Company, Inc. for the Von Braun Center North Hall and Playhouse Renovations located at 700 Monroe Street SW, Huntsville, Alabama.

Resolution No.

Finance Information:

Account Number: 4016-00-00000-523042-000000000

City Cost Amount: \$ 240,000.00

Total Cost: \$ 240,000.00

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4211

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 2 and FINAL between the City of Huntsville and Pearce Construction Company, Inc. for the Von Braun Center North Hall and Playhouse Renovations located at 700 Monroe Street SW, Huntsville, Alabama.

Resolution No.

Finance Information:

Account Number: 4016-00-00000-523042-000000000

City Cost Amount: \$ 240,000.00

Total Cost: \$ 240,000.00

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. 24 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Pearce Construction Company, Inc. for Construction Services for the Von Braun Center North Hall and Playhouse Renovations located at 700 Monroe Street SW, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 12th day of May, 2022, be and the same is hereby amended as is reflected on Change Order Number 2 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Ten Million Sixty-Three Thousand Seven Hundred Eighty-Four Dollars and 48/100s (\$10,063,784.48) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Ten Million Three Hundred Three Thousand Seven Hundred Eighty-Four Dollars and 48/100s (\$10,303,784.48), including this Change Order Number 2 and Final in the amount of Two Hundred Forty Thousand Dollars and No/100s (\$240,000.00), said Change Order is substantially in word and figures as attached hereto and identified as “Change Order Number 2 and Final to the contract between City of Huntsville and Pearce Construction Company, Inc. for Construction Services for the Von Braun Center North Hall and Playhouse Renovations”, consisting of eight (8) 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 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 02

DATE: May 1, 2024

Von Braun Center

PROJECT: North Hall and Playhouse Renovations

TO: Pearce Construction Company, Inc.

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment to complete the modifications outlines in CMR's 41R 44, 46,

48, 49R1, 51

(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 \$ 240,000.00	\$ 240,000.00
ORIGINAL CONTRACT PRICE	\$ 9,765,289.00
Net total previous Change Orders	\$ 298,495.48
Previous revised Contract Price	\$ 10,063,784.48
This Change Order No. 01 ADD (DEDUCT)	\$ 240,000.00
Revised Contract Price this date	\$ 10,303,784.48

Extension of time resulting from this Change Order Ninty-Seven(97) (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of Owner (City of Huntsville).

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all 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

CONTRACTING PARTIES

Fidelity and Deposit Company of Maryland
(Company)

Pearce Construction Company, Inc.
(Contractor)

By Paul Matheny
(Authorized Representative)

By Paul Matheny
(Authorized Representative)

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By Paul Matheny Digitally signed by Paul Matheny
(Design Engineer or Architect) Date: 2024.05.09 11:21:01 -05'00'

By _____
(Its Mayor)

By Paul Matheny
(VBC Director of Operations)

By _____
(President of City Council)

By Paul Matheny
(VBC Executive Director)

Date _____

00275-1

CHANGE ORDER FORM

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Claudia C. MCCOY, Frederick M. LANIER, Johnny OSBORNE, Steven D. MCCURRY, Blake STEPHENSON, Lisa D. ROSSETTI, Patricia D. RODGERS, Craig HERR, Margaux STONE, Mary RAINOSEK, Ava BLEVINS, Lauren MCMICKEN, Patricia MIDDLETON, of Huntsville, Alabama, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of November, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature of Robert D. Murray in black ink.

By: *Robert D. Murray*
Vice President

A handwritten signature of Dawn E. Brown in black ink.

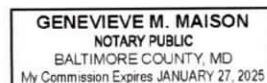
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of November, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



A handwritten signature in blue ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 4/29/24 CMR NUMBER: 41R

PROJECT: Von Braun Center North Hall and Playhouse Renovations

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture + Interiors, LLC

CONTRACTOR: Peace Construction Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Credit on "Paint Grade" Trim

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): (\$4,278.25)

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR Pearce Construction Company, Inc.

B. ARCHITECT Matheny Goldmon Architecture + Interiors, LLC

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

☐ VALUE ENGINEERING OR COST REDUCTION

☒ CHANGES IN PROJECT SCOPE OF WORK

☐ OWNER REQUESTED UPGRADE

☐ UNFORESEEN CONDITIONS

☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

☒ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.

☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. ARCHITECT

B. PROJECT MANAGER

C. EXECUTIVE DIRECTOR (VBC)

Paul Matheny

Digitally signed by Paul Matheny
Date: 2024.05.09 12:10:44 -05'00'

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 4/29/24 CMR NUMBER: 44

PROJECT: Von Braun Center North Hall and Playhouse Renovations

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture + Interiors, LLC

CONTRACTOR: Pearce Construction Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Cove Light Changes per RFI#61

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$3,072.56

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR Pearce Construction Company, Inc.

B. ARCHITECT Matheny Goldmon Architecture + Interiors, LLC

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

☐ VALUE ENGINEERING OR COST REDUCTION

☐ CHANGES IN PROJECT SCOPE OF WORK

☐ OWNER REQUESTED UPGRADE

☒ UNFORESEEN CONDITIONS

☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

☐ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

☒ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.

☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. ARCHITECT

B. PROJECT MANAGER

C. EXECUTIVE DIRECTOR (VBC)

Paul Matheny

Digitally signed by Paul Matheny
Date: 2024.05.09 12:12:18 -05'00'

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE:	4/29/24	CMR NUMBER:	46
PROJECT:	Von Braun Center North Hall and Playhouse Renovations		
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldman Architecture + Interiors, LLC		
CONTRACTOR:	Pearce Construction Company, Inc.		
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):			
Painting Prep at Corridor PH 116			
1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):	\$1,822.13		
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):	0		
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT			
3. SUBMITTED BY:			
A. CONTRACTOR	Pearce Construction Company, Inc.		
B. ARCHITECT	Matheny Goldman Architecture + Interiors, LLC		

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY:	Architect
5. OWNER'S CLASSIFICATION:	
CONTRACT MODIFICATION DUE TO:	
_____	VALUE ENGINEERING OR COST REDUCTION
_____	CHANGES IN PROJECT SCOPE OF WORK
<input checked="" type="checkbox"/> _____	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:	
<input checked="" type="checkbox"/> _____	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	Paul Matheny
B. PROJECT MANAGER	
C. EXECUTIVE DIRECTOR (VBC)	

Digitally signed by Paul Matheny
Date: 2024.05.09 12:13:27 -05'00'

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 4/29/24 CMR NUMBER: 48

PROJECT: Von Braun Center North Hall and Playhouse Renovations

OWNER: City of Huntsville

ARCHITECT: Matheny Goldmon Architecture + Interiors, LLC

CONTRACTOR: Pearce Construction Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
Replace ACT tile damaged by roof leaks

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): \$1,992.55
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:
- A. CONTRACTOR Pearce Construction Company, Inc.
- B. ARCHITECT Matheny Goldmon Architecture + Interiors, LLC

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☐ VALUE ENGINEERING OR COST REDUCTION
- ☐ CHANGES IN PROJECT SCOPE OF WORK
- ☐ OWNER REQUESTED UPGRADE
- ☒ UNFORESEEN CONDITIONS
- ☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ☐ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- ☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ☒ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
- ☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
- ☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

- A. ARCHITECT
- B. PROJECT MANAGER
- C. EXECUTIVE DIRECTOR (VBC)

Paul Matheny

Digitally signed by Paul Matheny
Date: 2024.05.09/12:14:06 -05'00'

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE:	4/29/24	CMR NUMBER:	49R1
PROJECT:	Von Braun Center North Hall and Playhouse Renovations		
OWNER:	City of Huntsville		
ARCHITECT:	Matheny Goldmon Architecture + Interiors, LLC		
CONTRACTOR:	Pearce Construction Company, Inc.		
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):			
Cost Caused By delays			
1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):		\$238,608.01	
2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):		97	
THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT			
3. SUBMITTED BY:			
A. CONTRACTOR		Pearce Construction Company, Inc.	
B. ARCHITECT		Matheny Goldmon Architecture + Interiors, LLC	

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY:	Architect
5. OWNER'S CLASSIFICATION:	
CONTRACT MODIFICATION DUE TO:	
_____ VALUE ENGINEERING OR COST REDUCTION	
<input checked="" type="checkbox"/> CHANGES IN PROJECT SCOPE OF WORK	
_____ OWNER REQUESTED UPGRADE	
<input checked="" type="checkbox"/> 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.	
<input checked="" type="checkbox"/> CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.	
_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.	
_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.	
_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.	
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7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:	
A. ARCHITECT	
B. PROJECT MANAGER	
C. EXECUTIVE DIRECTOR (VBC)	
Paul Matheny	
Digitally signed by Paul Matheny Date: 2024.05.09 12:14:42 -05'00'	

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 4/29/24 CMR NUMBER: 51

PROJECT: Von Braun Center North Hall and Playhouse Renovations

OWNER: City of Huntsville

ARCHITECT: Matheny Goldman Architecture + Interiors, LLC

CONTRACTOR: Pearce Construction Company, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Credit for piping at CHP-S2

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): (\$1,217.00)

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): 0

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR Pearce Construction Company, Inc.

B. ARCHITECT Matheny Goldman Architecture + Interiors, LLC

BOTTOM SECTION TO BE FILLED OUT BY ARCHITECT

4. INITIATED BY: Architect

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

- ☒ VALUE ENGINEERING OR COST REDUCTION
- ☐ CHANGES IN PROJECT SCOPE OF WORK
- ☐ OWNER REQUESTED UPGRADE
- ☐ UNFORESEEN CONDITIONS
- ☐ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

- ☒ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
- ☐ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
- ☐ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
- ☐ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
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- ☐ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. ARCHITECT

B. PROJECT MANAGER

C. EXECUTIVE DIRECTOR (VBC)

Paul Matheny Digitally signed by Paul Matheny
Date: 2024.05.09 12:15:25 -05'00'

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.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1484

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: 3020-11-11100-515030-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

District 1 - Keith

\$5,000.00 - Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women for The Because I Am a Girl Mentoring Program.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4132

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: 3020-11-11100-515030-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

District 1 - Keith

\$5,000.00 - Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women for The Because I Am a Girl Mentoring Program.

ORDINANCE NO. 24 – _____

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. 23-762, adopted and approved on September 28, 2023, is hereby amended, if appropriate, by the following approved purchases:

District 1 – Keith

\$5,000.00 – Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women for The Because I Am a Girl Mentoring Program.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1485

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Modification No. 1 to Agreement between the City of Huntsville and McCord Construction, Inc. for Periodic Bid for Sanitary Sewer Jack and Bore Items-2023, Project No. 71-23-SP18.

Resolution No.

Finance Information:

Account Number: Various

City Cost Amount: Cumulative Not to Exceed \$5,548,890.00

Total Cost: Cumulative Not to Exceed \$5,548,890.00

Special Circumstances: N/A

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: N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4182

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Modification No. 1 to Agreement between the City of Huntsville and McCord Construction, Inc. for Periodic Bid for Sanitary Sewer Jack and Bore Items-2023, Project No. 71-23-SP18.

Resolution No.

Finance Information:

Account Number: Various

City Cost Amount: Cumulative Not to Exceed \$5,548,890.00

Total Cost: Cumulative Not to Exceed \$5,548,890.00

Special Circumstances: N/A

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: N/A

RESOLUTION NO. 24-__

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into Modification No. 1 to the Agreement between the City of Huntsville and McCord Construction, Inc., adopted and approved on the 25th day of May, 2023, by the City Council of the City of Huntsville, Alabama by Resolution No. 23-442, as attached hereto.

BE IT FURTHER RESOLVED that the periodic contract is extended for an additional one (1) year period with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount of FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$5,548,890.00). This extension results in the cumulative Not-to-Exceed amount funded for this contract to be ELEVEN MILLION NINETY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$11,097,780.00). New contract expiration date: May 23, 2025. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between the City of Huntsville and McCord Construction, Inc. for Periodic Bid for Sanitary Sewer Jack and Bore Items-2023, Project No. 71-23-SP18, as adopted by Resolution No. 23-442 of May 25th, 2023" consisting of a total of four (4) pages including Exhibit "A" and the date of May 23, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to Agreement between
the City of Huntsville and McCord Construction,
Inc. for Periodic Bid for Sanitary Sewer Jack and
Bore Items-2023, Project No. 71-23-SP18, as
adopted by Resolution No. 23-442 of May 25th,
2023

THIS IS MODIFICATION NO. 1 TO AN AGREEMENT entered in on the 25th day of May, 2023, in the amount of FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$5,548,890.00), for an additional one (1) year period. The original Agreement is hereby amended by Modification No. 1 dated May 23rd, 2024, for the renewal of an additional one (1) year period in the same Not to Exceed (NTE) amount as the initial year of FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$5,548,890.00) for the revised cumulative contract amount of ELEVEN MILLION NINETY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$11,097,780.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and McCord Construction, Inc., (CONTRACTOR).

WITNESSETH

WHEREAS, the firm identified as the CONTRACTOR to the Agreement dated May 25th, 2023, has proposed a change to the Original Agreement. This modification delineates a change to extend the contract for an additional one (1) year period at the same Not-To-Exceed amount as the initial year of FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$5,548,890.00) per Paragraph 1 and 2 on Page 2 of Attachment B of the original contract which was adopted by Resolution No. 23-442 of May 25th, 2023.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the CONTRACTOR agree to the following modifications to the agreement:

1. McCord Construction, Inc. will provide for renewal of contract for an additional one (1) year with services provided on an as-needed basis with up to the initial Not-to-Exceed (NTE) Amount of FIVE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$5,548,890.00). This extension results in the cumulative Not-to-Exceed amount funded for this contract to be ELEVEN MILLION NINETY-SEVEN THOUSAND SSEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$11,097,780.00).

**President of the City Council of the City of
Huntsville, AL**
Date: May 23, 2024

2. Item #1 shall be performed in accordance with the original agreement dated May 25th, 2023, and approved by the City Council by Resolution No. 23-442.
3. All unit price billing rates for contract line items shall remain unchanged.
4. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract.
5. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

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 of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2024.

Notary Public
My Commission Expires: _____

CONTRACTOR: MCCORD CONSTRUCTION,
INC.

By: _____

ATTEST:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Brian McCord as President, 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, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____ 2024.

Notary Public
My Commission Expires: _____



HUNTSVILLE

Water Pollution Control

Randall Stewart
Director

March 27, 2024

McCord Construction, Inc.
1194 Salty Bottom Road
Gurley, AL 35748

ATTN: Brian McCord

RE: Periodic for Sanitary Sewer Directional Drilling Items-2023
Project No. 71-23-SP19

Dear Brian:

We are pleased to extend your contract in the above-referenced project for another one-year period beginning May 25, 2024, through May 25, 2025. Please acknowledge acceptance of same by your signature in the space provided at the end of this letter and return the letter to me with a copy to Kerri Bevilacqua, Engineering Procurement and Contracts Coordinator in the Water Pollution Control Department.

As always, we look forward to working with you and appreciate the good work you do for the City of Huntsville.

Sincerely,

Randall Stewart
Director of Water Pollution Control

ACCEPTED BY: _____

SIGNATURE: _____

DATE: _____

The Star of Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1486

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and McCord Construction, Inc., for Periodic Bid for Sanitary Sewer Directional Drilling Items-2023, Project No. 71-23-SP19.

Resolution No.

Finance Information:

Account Number: Various

City Cost Amount: Cumulative Not to Exceed \$3,713,600.00

Total Cost: Cumulative Not to Exceed \$3,713,600.00

Special Circumstances: N/A

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: N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4183

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into Modification 1. to Agreement between the City of Huntsville and McCord Construction, Inc. for Periodic Bid for Sanitary Sewer Directional Drilling Items-2023, Project No. 71-23-SP19.

Resolution No.

Finance Information:

Account Number: Various

City Cost Amount: Cumulative Not to Exceed \$3,713,600.00

Total Cost: Cumulative Not to Exceed \$3,713,600.00

Special Circumstances: N/A

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: N/A

RESOLUTION NO. 24-__

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into Modification No. 1 to the Agreement between the City of Huntsville and McCord Construction, Inc., adopted and approved on the 25th day of May, 2023, by the City Council of the City of Huntsville, Alabama by Resolution No. 23-443, as attached hereto.

BE IT FURTHER RESOLVED that the periodic contract is extended for an additional one (1) year period with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount of ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,856,800.00). This extension results in the cumulative Not-to-Exceed amount funded for this contract to be THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,713,600.00). New contract expiration date: May 23, 2025. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between the City of Huntsville and McCord Construction, Inc. for Periodic Bid for Sanitary Sewer Directional Drilling Items-2023, Project No. 71-23-SP19, as adopted by Resolution No. 23-443 of May 25th, 2023" consisting of a total of four (4) pages including Exhibit "A" and the date of May 23rd, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)
Modification No. 1 to Agreement between
the City of Huntsville and McCord Construction,
Inc. for Periodic Bid for Sanitary Sewer Directional
Drilling Items-2023, Project No. 71-23-SP19, as
adopted by Resolution No. 23-443 of May 25th,
2023

THIS IS MODIFICATION NO. 1 TO AN AGREEMENT entered in on the 25th day of May, 2023, in the amount of ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,856,800.00), for an additional one (1) year period. The original Agreement is hereby amended by Modification No. 1 dated May 23rd, 2024, for the renewal of an additional one (1) year period in the same Not to Exceed (NTE) amount as the initial year of ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,856,800.00) for the revised cumulative contract amount of THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,713,600.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and McCord Construction, Inc., (CONTRACTOR).

WITNESSETH

WHEREAS, the firm identified as the CONTRACTOR to the Agreement dated May 25th, 2023, has proposed a change to the Original Agreement. This modification delineates a change to extend the contract for an additional one (1) year period at the same Not-To-Exceed amount as the initial year of ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,856,800.00) per Paragraph 1 and 2 on Page 2 of Attachment B of the original contract which was adopted by Resolution No. 23-443 of May 25th, 2023.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the CONTRACTOR agree to the following modifications to the agreement:

1. McCord Construction, Inc. will provide for renewal of contract for an additional one (1) year with services provided on an as-needed basis with up to the initial Not-to-Exceed (NTE) Amount of ONE MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,856,800.00). This extension results in the cumulative Not-to-Exceed amount funded for this contract to be THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,713,600.00).

President of the City Council of the City of
Huntsville, AL
Date: May 23, 2024

2. Item #1 shall be performed in accordance with the original agreement dated May 25th, 2023, and approved by the City Council by Resolution No. 23-443.
3. All unit price billing rates for contract line items shall remain unchanged.
4. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract.
5. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

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 of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2024.

Notary Public
My Commission Expires: _____

CONTRACTOR: MCCORD CONSTRUCTION,
INC.

By: _____

ATTEST:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Brian McCord as President, 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, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2024.

Notary Public
My Commission Expires: _____



HUNTSVILLE

Randall Stewart
Director

Water Pollution Control

March 27, 2024

McCord Construction, Inc.
1194 Salty Bottom Road
Gurley, AL 35748

ATTN: Brian McCord

RE: Periodic for Sanitary Sewer Jack and Bore Items-2023
Project No. 71-23-SP18

Dear Brian:

We are pleased to extend your contract in the above-referenced project for another one-year period beginning May 25, 2024, through May 25, 2025. Please acknowledge acceptance of same by your signature in the space provided at the end of this letter and return the letter to me with a copy to Kerri Bevilacqua, Engineering Procurement and Contracts Coordinator in the Water Pollution Control Department.

As always, we look forward to working with you and appreciate the good work you do for the City of Huntsville.

Sincerely,

Randall Stewart

Director of Water Pollution Control

ACCEPTED BY: _____

SIGNATURE: _____

DATE: _____

The Star of Alabama



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1487

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 Corporation for the construction of the Martin Road Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522021-000000000

City Cost Amount: \$ 7,497,058.00

Total Cost: \$ 7,497,058.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 150 Martin Road

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

Additional Comments: Construction of a new one-story recreation center, approximately 27,350 square feet, with a gymnasium that has two high school regulation-sized basketball courts, 2 high school regulation-sized volleyball courts, and related facilities. Site work to include landscaping and exterior pickle ball courts.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4210

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 Corporation for the construction of the Martin Road Recreation Center.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-522021-000000000

City Cost Amount: \$ 7,497,058.00

Total Cost: \$ 7,497,058.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 150 Martin Road

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

Additional Comments: Construction of a new one-story recreation center, approximately 27,350 square feet, with a gymnasium that has two high school regulation-sized basketball courts, 2 high school regulation-sized volleyball courts, and related facilities. Site work to include landscaping and exterior pickle ball courts.

RESOLUTION NO. 24-_____

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 Fixed Price Agreement by and between the City of Huntsville and Chorba Contracting Corporation in the Base Bid amount of Seven Million Five Hundred Twenty-Five Thousand Dollars and No/100's (\$7,525,000.00 – Base Bid); Twenty-Seven Thousand Nine Hundred Forty-Two and No/100s (-\$27,942.00 – Deduct from Base Bid) for a total contract price of Seven Million Four Hundred Ninety-Seven Thousand Fifty-Eight Dollars and No/100's (\$7,497,058.00) for the Martin Road Recreation Center located at 150 Martin Road 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-four (44) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

Unit Price # 1	Remove/Replace unsatisfactory Soils	\$50.50 (per CY)
Unit Price # 2	Geotextile Fabric	\$ 4.25 (per SY)
Unit Price # 3	Rock Excavation Trenching	\$65.00 (per CY)

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

**FIXED PRICE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND
CHORBA CONTRACTING CORPORATION
WITH ARCHITECTURAL SUPPORT FROM
WILLIAM BOEHME ARCHITECTS & ASSOCIATES**

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
P.O Box 578
Guntersville, Alabama 35976**

(hereinafter referred to as the “Contractor”) under seal for construction described below to be rendered for the following Project:

Project Title: **Martin Road Recreation Center**

General Description: Construction of a new one-story recreation center, approximately 27,350 square feet, with a gymnasium that has two high school regulation-sized basketball courts, 2 high school regulation-sized volleyball courts, and related facilities. Site work to include landscaping and exterior pickle ball courts.

Date: May 23, 2024

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 Project Manual Dated 03/15/2024 and addenda(s) 1 through 5 issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

- 1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVACY WITH OTHERS

- 1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privacy or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

- 1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include", "includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.
- 1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

- 1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II

THE WORK

- 2.1** The Contractor shall perform all the Work required by this Contract.
- 2.2** The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.
- 2.3** The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III

CONTRACT TIME

3.1 TIME

- 3.1.1** The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **365 days** following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the “Contract Time.”
- 3.1.2** The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.
- 3.1.3** All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

- 3.2.1** In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of \$100.00 per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that

Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

ARTICLE IV CONTRACT PRICE

4.1 THE CONTRACT PRICE

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

\$ 7,525,000.00 - Base Bid

Seven Million Five Hundred Twenty-Five Thousand Dollars and No/100's

-\$ 27,942.00 - Deduct from Base Bid

Twenty-Seven Thousand Nine Hundred Forty-Two and No/100s

Unit Price # 1 Remove/Replace unsatisfactory Soils \$50.50 (per CY)

Unit Price # 2 Geotextile Fabric \$4.25 (per SY)

Unit Price # 3 Rock Excavation Trenching \$65.00 (per CY)

\$ 7,497,058.00 - Total Contract Price

Seven Million Four Hundred Ninety-Seven Thousand Fifty-Eight Dollars and No/100's

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 \$ 283,000.00 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

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REVISED 11-3-2015 LEGAL APPVD

supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

- 5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 PROGRESS PAYMENTS - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.
- 5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.
- 5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.

- 5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the worksite.
- 5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- 5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.
- 5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.
- (b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.
- (c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.
- (d) claims made or likely to be made by third parties against the Owner or the Owner's property.
- (e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.

- (g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.
- (h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.
- (i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

- 5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

5.5 SUBSTANTIAL COMPLETION

- 5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Architect and the Owner and shall submit in writing a list of items to be completed or corrected. When the Architect, on the basis of an inspection, determines that the Work is in fact substantially complete, then the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor as applicable for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. If the Architect, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

5.6 PARTIAL OCCUPANCY OR USE

- 5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments,

retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

- 5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

- 5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.
- 5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1 , the Contractor shall pay the Owner the sum of \$100.00 dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of

or prior to closeout of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

- 5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.
- 5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.
- 5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

- 6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.
- 6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request" which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

- 6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the

Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

- 6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's and Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

6.4 OWNER'S POINT OF CONTACT

- 6.4.1 The Owner's point of contact shall be **Nicholas Gabig**. The telephone number on-site is **256-427-5287**.

ARTICLE VII THE CONTRACTOR

7.1 CONTINUING DUTY

- 7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

- 7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

- 7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

- 7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.
- 7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.
- 7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
- 7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:
- 7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted)

and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.

- 7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.
- 7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.
- 7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.
- 7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.
- 7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

- 7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

- 7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

- 7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	Function
<u>Marty Likos</u>	<u>President</u>

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 William Boehme Architects & Associates the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

- 8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.
- 8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.
- 8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.
- 8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.

- 8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

- 8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be received by the Owner and Architect within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.
- 8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any

additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

- 9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.
- 9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

- 9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.
- 9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

- 9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X CHANGES IN THE WORK

10.1 CHANGES PERMITTED

- 10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

- 10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.
- 10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding (\$15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.
- 10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of

a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.

- 10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.
- 10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.
- 10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.
- 10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.
- 10.2.8 Change Orders increasing the Contract Price by in excess of \$5,000, the following allowance for overhead and profit shall be utilized :
1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.
 2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.
 3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.
 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than \$5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

- 10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.
- 10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the

quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- (1) by mutual agreement between the Owner and the Contractor as evidenced by
 - (a) the change in the Contract Price being set forth in the Change Order,
 - (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and
 - (c) the Contractor's execution of the Change Order; or,
- (2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

**ARTICLE XI
DISCOVERING AND CORRECTING
DEFECTIVE OR INCOMPLETE WORK**

11.1 DISCOVERING WORK

- 11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.
- 11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

- 11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.
- 11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

- 11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

**ARTICLE XII
CONTRACT TERMINATION**

12.1 TERMINATION BY THE CONTRACTOR

- 12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

- 12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.
- 12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.
- 12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services accepted under this Contract.
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner's and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. Automobile Liability:

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

5. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

6. Employers Liability Insurance:

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

7. Owner's, Contractors Protective Liability:

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed \$10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

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

3. Railroads Protective:

- \$500,000
4. Automobile Liability:
\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
 5. Workers' Compensation:
As Required by the State of Alabama Statute
 6. Employers Liability:
\$100,000 Bodily Injury
\$500,000 Policy Limit by Disease
 7. Owner's, Contractors, Protective:
\$1,000,000 Per Occurrence
\$1,000,000 Aggregate
 8. Property Insurance:
Limit equal to the completed value of the construction or renovation.
 9. Umbrella (Excess) Liability Insurance:
 - a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.
 - b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverages Only:
 - a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than **A- V**.

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected

and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE XIV
MISCELLANEOUS**

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

- 14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

- 14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.
- 14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.
- 14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.
- 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.
- 14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- 14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

- 14.6.1 The Contractor shall maintain policies of employment as follows:

14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

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

14.10 DOMESTIC PREFERENCES

- 14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

- 14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

- 14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as “ the Alabama Immigration Act”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: “By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

14.14 CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41- 16-5 (b))

I, the undersigned, certify to the State of Alabama as follows:

a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print): _____

*Title: _____

Date of Certification: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20____.

Signature of Witness

Printed Name of Witness

CONTRACTOR

OWNER

SEAL

SEAL

By: _____

Tommy Battle

By: _____

(SIGNATURE)

(SIGNATURE)

**Chorba Contracting Corporation
P.O Box 578
Guntersville, AL 35976**

**Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801**

(DATE OF EXECUTION)

May 23, 2024
(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public
My Commission Expires:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____, whose names as _____ of _____, an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public
My Commission Expires:

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ CMR NUMBER: _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

1. TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): _____

2. TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION): _____

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. SUBMITTED BY:

A. CONTRACTOR _____

B. ARCHITECT _____

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. INITIATED BY: _____

5. OWNER'S CLASSIFICATION:

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION

_____ CHANGES IN PROJECT SCOPE OF WORK

_____ OWNER REQUESTED UPGRADE

_____ UNFORESEEN CONDITIONS

_____ TECHNICAL COORDINATION

6. THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:

_____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

_____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE

_____ CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO

_____ DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND
THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10%
OF THE CONTRACT PRICE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND
THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE
CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:

A. CoH ESTIMATOR _____

B. CoH PROJECT MANAGER _____

C. DEPARTMENT HEAD (CUSTOMER) _____

D. CoH FACILITIES PROJ MANAGER _____

E. DEPARTMENT HEAD (GS) _____

THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.

00270-40

REVISED 11-3-2015 LEGAL APPVD

“EXHIBIT B”

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

DATE: _____

PROJECT: _____

TO: _____

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment

to _____

(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$ _____

\$

ORIGINAL CONTRACT PRICE

\$

Net total previous Change Orders

\$

Previous revised Contract Price

\$

This Change Order No. _____ ADD (DEDUCT)

\$

Revised Contract Price this date

\$ _____

Extension of time resulting from this Change Order _____ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of _____.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any future claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

(Contractor)

By _____
(Authorized Representative)

By _____
(Authorized Representative)

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By _____
(Design Engineer or Architect)

By _____
(Its Mayor)

By _____
(COH Facilities Project Manager)

By _____
(President of City Council)

By _____
(Director of General Services)

Date _____

"Exhibit C"

RESOLUTION NO. 24-_____

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 _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
MARTIN ROAD RECREATION CENTER
FOR
CHORBA CONTRACTING CORPORATION
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of ____, 2024, 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 **Martin Road Recreation Center**. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of _____, other than as specifically described below, toward the construction of the located at the, Huntsville, Alabama, hereinafter referred to as the "Premises."

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify **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, 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

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are three distinct groups of lines separated by slightly thicker dark lines, which likely represent margins or section dividers. The overall appearance is that of a clean, unused notebook or worksheet.

Name: _____

By: _____

Its: _____

Witness

By: _____



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1488

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 Dunlap Contracting Inc. for the construction services of the John Hunt Park Public Restrooms.

Resolution No.

Finance Information:

Account Number: 2100-14-00000-515520-PN200017

City Cost Amount: \$1,342,250.00

Total Cost: \$1,342,250.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2151 Airport Road

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

Additional Comments:

Limited site modifications including grading, drainage, new sidewalks and concrete pads. Partial renovation of the existing building including selective demolition, replacement of exterior metal wall panels, light gauge metal framing, gypsum board partitions, interior painting, new plumbing fixtures, new mechanical system, new power, lighting and data and new finishes throughout.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4234

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 Dunlap Contracting Inc. for the construction services of the John Hunt Park Public Restrooms.

Resolution No.

Finance Information:

Account Number: 2100-14-00000-515520-PN200017

City Cost Amount: \$1,342,250.00

Total Cost: \$1,342,250.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2151 Airport Road

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

Additional Comments:

Limited site modifications including grading, drainage, new sidewalks and concrete pads. Partial renovation of the existing building including selective demolition, replacement of exterior metal wall panels, light gauge metal framing, gypsum board partitions, interior painting, new plumbing fixtures, new mechanical system, new power, lighting and data and new finishes throughout.

RESOLUTION NO. 24-_____

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 Dunlap Contracting, Inc. for Construction Services for the John Hunt Park Public Restroom Renovations Huntsville, Alabama in the base bid amount of One Million Three Hundred Forty-Two Thousand Two Hundred Fifty Dollars and NO/100s (\$1,342,250.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and Dunlap Contracting, Inc., 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 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

**FIXED PRICE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND
DUNLAP CONTRACTING, INC.
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:

**Dunlap Contracting, Inc.
P.O Box 189
Laceys Spring, AL 35754**

(hereinafter referred to as the “Contractor”) under seal for construction described below to be rendered for the following Project:

Project Title: **John Hunt Park Public Restroom Renovations**

General Project Description: **Limited site modifications including grading, drainage, new sidewalks and concrete pads. Partial renovation of the existing building including selective demolition, replacement of exterior metal wall panels, light gauge metal framing, gypsum board partitions, interior painting, new plumbing fixtures, new mechanical system, new power, lighting and data and new finishes throughout.**

Date: May 23, 2024

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 Number 2022-015**, addenda(s) **1-2** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

- 1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVACY WITH OTHERS

- 1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

- 1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include", "includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.
- 1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

- 1.6.1 The Contract Documents, and each of them, as well as other documents furnished by the Owner, shall remain the property of the Owner. The contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project, provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II THE WORK

- 2.1 The Contractor shall perform all the Work required by this Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures,

appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

- 2.3 The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III CONTRACT TIME

3.1 TIME

- 3.1.1 The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than 150 days following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."
- 3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.
- 3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

- 3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of \$100.00 per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

ARTICLE IV CONTRACT PRICE

4.1 THE CONTRACT PRICE

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

\$ 1,342,250.00 - Base Bid

One Million Three Hundred Forty Two Thousand Two Hundred Fifty Dollars and NO/100s

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 \$21,880.00 is the approximate estimated sales taxes excluded from the Base Bid.

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

ARTICLE V PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

- 5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Architect a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance, overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

- 5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 **PROGRESS PAYMENTS** - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

- 5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.
- 5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.
- 5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.

- 5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- 5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.
- 5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.
- (b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.
- (c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.
- (d) claims made or likely to be made by third parties against the Owner or the Owner's property.
- (e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.
- (f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.
- (g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.
- (h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.
- (i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 UNEXCUSED FAILURE TO PAY

- 5.4.1 If within thirty (30) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the owner have been received.

5.5 SUBSTANTIAL COMPLETION

- 5.5.1 When the Contractor believes that Substantial Completion has been achieved as defined by 3.1.2, the Contractor shall notify in writing the Architect and the Owner and shall submit in writing a list of items to be completed or corrected. When the Architect, on the basis of an inspection, determines that the Work is in fact substantially complete, then the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor as applicable for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. If the Architect, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion of, its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all outstanding or threatened unsettled claims.

5.6 PARTIAL OCCUPANCY OR USE

- 5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- 5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- 5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

- 5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.
- 5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum of **\$100.00** dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be 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

Name	Work Telephone/ Cell Telephone
Jeremy Millich	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 of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.
- 7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.
- 7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
- 7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:
- 7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.
- 7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.
- 7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.
- 7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment,

acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.

7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	Function
<u>William C. Dunlap</u>	<u>President</u>

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 Architect)** in the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.

- 8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.
- 8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.
- 8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Architect. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

- 8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be received by the Owner and Architect within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor

performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph,

any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

- 8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

- 9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.
- 9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

- 9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.
- 9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

- 9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

**ARTICLE X
CHANGES IN THE WORK**

10.1 CHANGES PERMITTED

- 10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

- 10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.
- 10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding (\$15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.
- 10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.
- 10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a "City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.
- 10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.
- 10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.

10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.

10.2.8 Change Orders increasing the Contract Price by in excess of \$5,000, the following allowance for overhead and profit shall be utilized :

1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.
2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.
3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than \$5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- (1) by mutual agreement between the Owner and the Contractor as evidenced by
 - (a) the change in the Contract Price being set forth in the Change Order,
 - (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and
 - (c) the Contractor's execution of the Change Order; or,
- (2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

- 10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

- 10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

- 10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

- 11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.
- 11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

- 11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.
- 11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to

Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.

- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

- 11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

- 12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.
- 12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

- 12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

- 12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional

supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

- (i) Contract prices for labor, materials, equipment and other services accepted under this Contract.
- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set

forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner's and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a “claims-made” basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad’s Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. Automobile Liability:

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

5. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

6. Employers Liability Insurance:

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

7. Owner’s, Contractors Protective Liability:

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed \$10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

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

3. Railroads Protective:

\$500,000

4. Automobile Liability:

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

5. Workers' Compensation:

As Required by the State of Alabama Statute

6. Employers Liability:

\$100,000 Bodily Injury
\$500,000 Policy Limit by Disease

7. Owner's, Contractors, Protective:

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

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

1. General Liability and Automobile Liability Coverages Only:

- a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

- a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than A- V.

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE XIV
MISCELLANEOUS**

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

- 14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

- 14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

- 14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

- 14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.
- 14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.
- 14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements

established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.

- 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.
- 14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- 14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

- 14.6.1 The Contractor shall maintain policies of employment as follows:
 - 14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

- 14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said

records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

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

14.10 DOMESTIC PREFERENCES

- 14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.
- 14.10.2 (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

William C. Dunlap
By: _____

Tommy Battle
By: _____

(SIGNATURE)

(SIGNATURE)

William C. Dunlap
Dunlap Contracting, Inc.
P.O. Box 189
Laceys Spring, AL 35754

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

(DATE OF EXECUTION)

May 23, 2024

(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle whose name as Mayor of The City of Huntsville, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public
My Commission Expires:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that **William C. Dunlap,** whose names as **President** of **Dunlap Contracting, Inc.,** an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2024.

Notary Public
My Commission Expires:

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ CMR NUMBER: _____
PROJECT: _____
OWNER: _____
ARCHITECT: _____
CONTRACTOR: _____

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): _____

2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): _____

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**

A. CONTRACTOR _____

B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** _____

5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION

_____ CHANGES IN PROJECT SCOPE OF WORK

_____ OWNER REQUESTED UPGRADE

_____ UNFORESEEN CONDITIONS

_____ TECHNICAL COORDINATION

6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

_____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.

_____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

_____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**

A. CoH ESTIMATOR _____

B. CoH PROJECT MANAGER _____

C. DEPARTMENT HEAD (CUSTOMER) _____

D. CoH FACILITIES PROJ MANAGER _____

E. DEPARTMENT HEAD (GS) _____

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

CMR NUMBER:

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

“EXHIBIT B”

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

DATE: _____
TO: _____

PROJECT: _____

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment
to _____
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change \$ _____

\$

ORIGINAL CONTRACT PRICE

\$

Net total previous Change Orders

\$

Previous revised Contract Price

\$

This Change Order No. _____ ADD (DEDUCT)

\$

Revised Contract Price this date

\$ _____

Extension of time resulting from this Change Order _____ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of _____.

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

(Contractor)

By _____
(Authorized Representative)

By _____
(Authorized Representative)

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By _____
(Design Engineer or Architect)

By _____
(Its Mayor)

By _____
(COH Facilities Project Manager)

By _____
(President of City Council)

By _____
(Director of General Services)

Date _____

"Exhibit C"

RESOLUTION NO. 24-_____

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 _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF THE JOHN HUNT PARK PUBLIC
RESTROOMS RENOVATION
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of ____, 2024, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Dunlap Contracting, Inc.** in the amount of _____, through Pay Request No. _____ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the **John Hunt Park Restroom Public Renovations**. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of _____, other than as specifically described below, toward the construction of the located at the, Huntsville, Alabama, hereinafter referred to as the “Premises”.

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify **John Hunt Park Restroom Public Renovations**, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

For the above stated value received, the undersigned does hereby specifically waive, quitclaim, and release all rights, liens, or claims which the undersigned may now or afterward have or assert for all and any work, labor, services equipment, skill or materials furnished, delivered or performed for the construction and premises, damages, compensation, or extension of time due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the general contractor, The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date of this Partial Release and Waiver of Liens, excepting only the following (claims not listed

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name: _____

By: _____

Its: _____

By: _____



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1489

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke CB&S Bank Letter of Credit No. 555882 for the Preserve at Limestone Creek Phase 3 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: Preserve at Limestone Creek Phase 3 Subdivision.

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4208

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke CB&S Bank Letter of Credit No. 555882 for the Preserve at Limestone Creek Phase 3 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: Preserve at Limestone Creek Phase 3 Subdivision.

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

Additional Comments:

RESOLUTION NO. 24-_____

WHEREAS, CB&S Bank issued a certain letter of credit (No. 555882) 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 CB&S Bank Letter of Credit No. 555882, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



IRREVOCABLE LETTER OF CREDIT NO. 555882

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Account Party:

Doublehead Properties, LLC
150 Heathrow Dr.
Florence, AL 35633

Bank:

CB&S Bank
521 Madison St SE
Huntsville, AL 35801

Place of Presentment/Expiry:

CB&S Bank.
521 Madison St SE
Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit for The Preserve at Limestone Creek Phase 3

Amount: \$149,450.00

Note Date: 6/15/2023

Issue Date: 6/16/2023

Exp. Date: 6/16/2024

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective June 16, 2023 for a sum not to exceed the aggregate of \$149,450.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to CB&S Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Phase 3 Limestone Creek Subdivision Regulations


The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the Laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

CB&S Bank

By:


Jamie Vafeas, Senior Executive Vice President

DS 6-21-2023
AM 7-11-23

MW 6-29-23
SE 1/12/23



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1490

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Merit Bank Letter of Credit No. 1555 for Knoll at Hampton Cove 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: Hampton Cove Subdivision.

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4209

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Clerk to invoke Merit Bank Letter of Credit No. 1555 for Knoll at Hampton Cove 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: Hampton Cove Subdivision.

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

Additional Comments:

RESOLUTION NO. 24-_____

WHEREAS, Merit Bank issued a certain letter of credit (No. 1555) 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 Merit Bank Letter of Credit No. 1555, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of
Huntsville, Alabama



MERIT BANK

IRREVOCABLE LETTER OF CREDIT NO. 1555

Beneficiary:

City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

Account Party:

H.M. Nowlin
24 Ledge View Dr. SE
Huntsville, AL 35802

Bank:

Merit Bank
659 Gallatin St. SW
Huntsville, AL 35801

Subject: Article 5 Improvements/Pre Acceptance Letter of Credit for
The Knoll at Hampton Cove Phase 2.

Amount: \$59,708.40

Issue Date: June 14, 2023

Expiration Date: June 14, 2024

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective June 14, 2023, for a sum not to exceed the aggregated of Fifty-nine Thousand Seven Hundred Eight and 40/100 Dollars. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Merit Bank located at 659 Gallatin St. SW, Huntsville, AL 35801.

Each draft must be accompanied by a statement signed by a representative of the of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

SE 8/23/23

MW 8-23-23

W 8-22-23

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Merit Bank

A handwritten signature in blue ink, appearing to read "Frank Aldag", is written over a horizontal line.

By: Frank Aldag

Its: Chief Operating Officer



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1491

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement Between the City of Huntsville and Terry Cagle.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-501010-00000000-

City Cost Amount: NTE \$37,000.00

Total Cost: NTE \$37,000.00

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



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1491

Department: Fire and Rescue

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement Between the City of Huntsville and Terry Cagle.

Resolution No.

Finance Information:

Account Number: 1000-42-42100-501010-00000000-

City Cost Amount: NTE \$37,000.00

Total Cost: NTE \$37,000.00

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

RESOLUTION NO. 24-____

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 Terry Cagle, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Special Employee Agreement between the City of Huntsville and Terry Cagle” consisting of five (5) pages and the date of May 23, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND TERRY CAGLE**

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 23rd day of May 2024, by and between Terry Cagle, an individual, (“Cagle”) and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (“City”).

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Cagle shall be employed by the City of Huntsville as Fire Supply Clerk and shall be classified as a “Special” employee under the City’s Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of one (1) year commencing on June 3rd, 2024.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. During the term of this contract, Cagle shall perform the duties and responsibilities of Fire Supply Clerk and shall be under the direct supervision of the Support Services Manager. Duties of the position of Fire Supply Clerk shall include all work described on Exhibit “A” attached hereto and incorporated by reference herein.

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

Date: May 23rd, 2024

5. In consideration of the services rendered hereunder, City shall pay to Cagle the rate of \$22.63 per hour not to exceed 29 hours per week with the total sum not to exceed \$37,000 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Cagle shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Cagle shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City.
6. Except as specified herein, Cagle shall be subject to all policies applicable to part-time employees.
7. This agreement constitutes the entire agreement between the parties.
8. Cagle acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Cagle agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 23rd day of May 2024.

Terry Cagle, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

EXHIBIT A

Fire Supply Clerk

Class Code:
8072

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE
Established Date: Jul 1, 2009
Revision Date: Jun 27, 2014

SALARY RANGE

\$14.37 - \$24.35 Hourly
\$1,149.60 - \$1,948.00 Biweekly
\$2,490.80 - \$4,220.67 Monthly
\$29,889.60 - \$50,648.00 Annually

NATURE OF WORK:

This position performs clerical work, stores and inventory work involving responsibility for a small storeroom facility, limited procurement, and inventory of stock and fixed assets.

Work involves responsibility for assisting assigned Fire & Rescue personnel with the operation of a storeroom which involves a variety of firefighting supplies, such as turnout gear, SCBA and etc. Work responsibilities include establishing storage methods and procedures, maintaining inventory records and requisitioning items not in stock. Work is reviewed through inspection or stock records and storeroom premises.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Receives, stores and issues supplies, materials and equipment in a storeroom facility.

Calls vendors, places orders and picks up supplies.

Delivers supplies, materials and equipment to all Huntsville Fire & Rescue facilities; assists in the disposal of surplus property.

Takes property to auction; completes required paperwork; transport items for destruction.

Picks up supplies, materials and equipment being procured from various vendors on an as needed basis.

Checks quantity and quality of goods received for conformity to purchase orders and specifications.

Delivers equipment to vendors for repairs or warranty work.

Processes requisitions for the replenishment of depleted stock; maintains perpetual inventory system.

Maintains records; answers telephone; may perform limited typing duties depending on the nature of assignment.

Conducts audits of fixed assets over \$600 in value.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Runs errands for department; sweeps and mops floors.

May operate a forklift.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

General knowledge of Fire & Rescue policies, procedures, rules and regulations.

Knowledge of firefighting supplies and equipment.

Considerable knowledge of the geography of the city and surrounding counties, including principle buildings and roadways.

Thorough knowledge of the principles involved in the operation of radio and related communication equipment.

Knowledge of storekeeping and inventory methods.

Knowledge of common clerical procedures.

Ability to perform clerical work and to make arithmetical calculations.

Ability to type on a computer keyboard and applicable software for lengthy periods at a reasonable rate of speed performing data entry and clerical support functions.

Ability to set up and manipulate spread sheets.

Ability to operate a computer and applicable software, printer, scanner, paging system, two

way radio, city vehicle, multi-line phone system, calculator, and standard office equipment while performing essential functions.

Ability to determine effective stock levels for inventory.

Ability to perform heavy manual work in lifting and moving stock.

Ability to use tact and diplomacy when dealing with the vendors and officers of Huntsville Fire & Rescue.

Skill in the operation and care of a personal computer and typewriters.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency.

WORKING ENVIRONMENT:

Work is performed indoors and outdoors when delivering or picking up supplies. Work may expose the employee to dust and turnout gear contaminated with blood.

PHYSICAL DEMANDS:

Work requires physical strength and agility to lift and carry up to 50 pounds; frequent lifting, standing, walking, climbing, bending, and reaching. Computer work requires manual dexterity.

NECESSARY SPECIAL REQUIREMENTS:

Must possess and maintain a valid driver's license.

Desired Qualifications:
Certification in forklift operation



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1492

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Andrew Gollop.

Resolution No.

Finance Information:

Account Number: 1000-41-41205-501010-00000000

City Cost Amount: \$ 5,000.00 maximum/annually

Total Cost: \$ 5,000.00 maximum/annually

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special Employee Agreement for former Police Investigator, Andrew Gollop. Maximum of \$5,000/annually. Contract is for one (1) year.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4224

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Andrew Gollop.

Resolution No.

Finance Information:

Account Number: 1000-41-41205-501010-00000000

City Cost Amount: \$ 5,000.00 maximum/annually

Total Cost: \$ 5,000.00 maximum/annually

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special Employee Agreement for former Police Investigator, Andrew Gollop. Maximum of \$5,000/annually. Contract is for one (1) year.

RESOLUTION NO. 24-_____

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 Andrew Gollop, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Andrew Gollop." consisting of three (3) pages including Attachment "A", and the date of May 23, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND ANDREW GOLLOP**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND ANDREW GOLLOP**

THIS AGREEMENT is made and entered into on the 23rd day of May 2024 by and between Andrew Gollop, an individual, ("Gollop") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Gollop shall be employed by the City of Huntsville as a Special Employee in the Police Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police, or his designee. Gollop's duties of the position of Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Gollop at the rate of \$30.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed \$5,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Gollop shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Gollop shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Gollop shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on June 1, 2024.

President of the City Council
Of the City of Huntsville, AL
Date: May 23, 2024


4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Except as specified herein, Gollop shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Gollop acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Gollop agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. This agreement constitutes the entire agreement between the parties.

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



Andrew Gollop, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

EXHIBIT A

Testify in Federal, State, and/or Municipal court to assist with the prosecution of criminal cases initiated while serving as a full-time police investigator.

Perform additional tasks related to the prosecution of criminal activities and/or law enforcement activities as authorized in writing by the Chief of Police or his designee.

Maintain all professional, ethical and work standards required of all sworn officers of the Huntsville Police Department.

Abide by all policies and procedures of the Huntsville Police Department and the City of Huntsville.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1493

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronald Finley.

Resolution No.

Finance Information:

Account Number: 6000-76-76300-501010-00000000

City Cost Amount: Not to Exceed \$38,000.00

Total Cost: Not to Exceed \$38,000.00

Special Circumstances:N/A

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:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4184

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ronald Finley.

Resolution No.

Finance Information:

Account Number: 6000-76-76300-501010-00000000

City Cost Amount: Not to Exceed \$38,000.00

Total Cost: Not to Exceed \$38,000.00

Special Circumstances:N/A

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. 24 - ____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Ronald Finley, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement Between the City of Huntsville and Ronald Finley," consisting of two (2) pages, and the date of May 23, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF
HUNTSVILLE
AND RONALD FINLEY**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND RONALD FINLEY**

THIS AGREEMENT is made and entered into on the 23rd day of May, 2024, by and between Ronald Finley, an individual, (“Finley”) and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (“City”),

WITNESSETH:

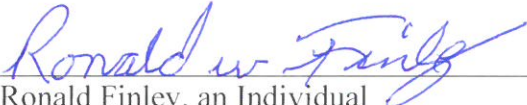
In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Finley shall be employed by the City of Huntsville as Equipment Operator III/Crew Leader and shall be classified as a “Special” employee under the City’s Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of one year commencing on June 1, 2024.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. Except as specified herein, Finley shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
5. During the term of this contract, Finley shall perform the duties and responsibilities of Equipment Operator III/Crew Leader and shall be under the direct supervision of the Director of Water Pollution Control. Duties of the position of Equipment Operator III/Crew Leader shall include leading and overseeing the work of other Equipment Operators in demolitions, construction, maintenance, landscape, and solid waste collection. Finley shall also be responsible for automotive maintenance, and shall operate a variety of heavy equipment used in construction maintenance, waste collection, and repair.

President of the City Council of the City of
Huntsville, AL
Date: May 23, 2024

6. Finley acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Finley agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.
7. In consideration of the services rendered hereunder, the City shall pay Finley at the rate of \$39.52 per hour not to exceed 18 hours per week with the total sum Not to Exceed THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Finley shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Finley shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Finley shall have no authorization to incur any debt or obligation on behalf of the City.
8. This agreement constitutes the entire agreement between the parties.

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


Ronald Finley, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1494

Department: City Clerk

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain equipment as surplus and no longer needed for municipal use.
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:

These items are in the Print Shop and have been determined as surplus and no longer needed:

Equipment #350053 Interlake Stitcher and Equipment #350001 AM Plate Burner



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4229

Department: City Clerk

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain equipment as surplus and no longer needed for municipal use.
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:

These items are in the Print Shop and have been determined as surplus and no longer needed:

Equipment #350053 Interlake Stitcher and Equipment #350001 AM Plate Burner

ORDINANCE NO. 24-_____

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 needed for municipal purpose:

Equipment #350053 Interlake Stitcher
Equipment #350001 AM Plate Burner

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 _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama

**City of Huntsville
Fixed Asset Disposal Order**

Disposal Date: 5/15/24

Equipment #: 350053

Description: Interlake Stitcher

Department #: 12

Dept. Name: City Clerk

Location Code: _____

Turn In: Keys

Gas Card

N/A (no gas Card)

MU Tag# _____

Removed AVL

(Keys & Gas Cards must accompany this form)

METHOD OF DISPOSAL:

- A. Sold at auction. A copy of the Ordinance from the City Council **must** accompany the disposal order.
- S. Sold to another agency. A copy of the Ordinance from the City Council **must** accompany the disposal order.
- ✓ D. Destroyed (nothing left to sell). A memo from the department head **must** accompany the disposal order.
- L. Lost or stolen from a work site or storage yard. A police report **must** accompany the disposal order.
- X. Cannibalized for parts. A memo from Facilities, Fleet or I.T.S. Department head (depending on type of equipment) **must** accompany the disposal order.
- G. Given or donated to another agency or group. A copy of the Ordinance resolution from the City Council **must** accompany the disposal order.
- C. Credit for equipment traded in on purchase of new item. A copy of the approved Bid or Resolution showing the trade-in value **must** accompany the disposal order.

For use by Fixed Asset Accountant only:

- I. Equipment or items deleted from active inventory by the Fixed Assets Accountant because it falls under the current threshold limit.

Remarks: Old Stitcher No Longer In Use

Dept. Approval: Shaundrika Edwards

Please Print Name

S. Edwards
Authorized Signature

For Facilities Management or Fleet Management Use ONLY

Reason for Disposal:

Remarks:

Accepted & Approved By: _____ Or _____

Entered into AW Date _____

Entered into Fixed assets Date _____

Print and distribute copies to the following Departments:

Finance (original with signatures)

Facilities or Fleet Mgmt.

Originating Department

**City of Huntsville
Fixed Asset Disposal Order**

Disposal Date: 4/1/2024

Equipment #: 350001

Description: AM Plate Burner

Department #: 12 Dept. Name: City Clerk Location Code: _____

Turn In: Keys Gas Card N/A (no gas Card) M U Tag# _____ Removed AVL
(Keys & Gas Cards must accompany this form)

METHOD OF DISPOSAL:

- A. Sold at auction. A copy of the Ordinance from the City Council **must** accompany the disposal order.
- S. Sold to another agency. A copy of the Ordinance from the City Council **must** accompany the disposal order.
- ✓ D. Destroyed (nothing left to sell). A memo from the department head **must** accompany the disposal order.
- L. Lost or stolen from a work site or storage yard. A police report **must** accompany the disposal order.
- X. Cannibalized for parts. A memo from Facilities, Fleet or I.T.S. Department head (depending on type of equipment) **must** accompany the disposal order.
- G. Given or donated to another agency or group. A copy of the Ordinance resolution from the City Council **must** accompany the disposal order.
- C. Credit for equipment traded in on purchase of new item. A copy of the approved Bid or Resolution showing the trade-in value **must** accompany the disposal order.

For use by Fixed Asset Accountant only:

- I. Equipment or items deleted from active inventory by the Fixed Assets Accountant because it falls under the current threshold limit.

Remarks: Outdated plate burner not intended to be used in the new city hall print shop

Dept. Approval: Shaundrika Edwards
Please Print Name

S. Edwards
Authorized Signature

For Facilities Management or Fleet Management Use ONLY

Reason for Disposal:

Remarks:

Accepted & Approved By: _____ Or _____

Entered into AW Date _____ Entered into Fixed assets Date _____

Print and distribute copies to the following Departments:

Finance (original with signatures)

Facilities or Fleet Mgmt.

Originating Department



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1495

Department: Legal

Subject:

Type of Action: Introduction

Introduction of an Ordinance to declare approximately .23 acres of real property located on Pearl Avenue as surplus and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and JPThree Properties, LLC, for 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: Pearl Avenue

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

Additional Comments:

Lease Agreement:

Years 1-5 \$120.00 per month

Years 6-10 \$132.00 per month



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4194

Department: Legal

Subject:

Type of Action: Introduction

Introduction of an Ordinance to declare approximately .23 acres of real property located on Pearl Avenue as surplus and authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and JPThree Properties, LLC, for 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: Pearl Avenue

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

Additional Comments:

Lease Agreement:

Years 1-5 \$120.00 per month

Years 6-10 \$132.00 per month

ORDINANCE NO. 24-_____

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

1. That, in the judgment and opinion of the City Council of the City of Huntsville, and pursuant to its powers under Alabama Code §11-47-21, the certain parcel of land described in Exhibit “A,” which is attached hereto and incorporated herein, (the “Property”) is surplus to the needs of the City of Huntsville.

2. That, in the judgment and opinion of the City Council of the City of Huntsville, the Property is not needed by any department or division of the City of Huntsville for public or municipal purposes.

3. That the City desires to enter into a lease agreement with JPThree Properties, L.L.C., an Alabama limited liability company, for use of the Property as a parking lot for commercial purposes. The lease will serve a valid and sufficient public purpose, notwithstanding the incidental benefit accruing to a private entity, as the same will increase sales and tax revenue and promote commerce.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Lease Agreement, by and between CITY OF HUNTSVILLE, a municipal corporation within the State of Alabama (“Landlord”), and JPTHREE PROPERTIES, L.L.C., an Alabama limited liability company (“Tenant”), which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Lease Agreement between City of Huntsville, Alabama, Landlord, and JPThree Properties, L.L.C., Tenant,” consisting of twelve (12) pages (including exhibits) and the date of May 23, 2024, (the “Lease Agreement”) appearing on the first page thereof, together with the signature of the City Clerk, and an executed copy of said document, after being signed by the Mayor and the City Clerk, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the Lease Agreement, on behalf of the City of Huntsville, and any and all such documents relevant, required, and/or relating thereto in order to effect, carry out, or complete the lease of the Property contemplated therein.

ADOPTED this the 23rd day of May, 2024.

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

APPROVED this the 23rd day of May, 2024.

Mayor of the City of Huntsville, Alabama

EXHIBIT A

PROPERTY

60x170 strip of property located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 3, Range 1 West, Madison County, Alabama, known as Parcel No. 14-07-26-4-006-012.000 (PPIN 132040) in the Madison County Tax Assessor's Office.

LEASE AGREEMENT

CITY OF HUNTSVILLE, ALABAMA, LANDLORD
JPTHREE PROPERTIES, L.L.C., TENANT

PEARL AVENUE
HUNTSVILLE, ALABAMA

THIS LEASE AGREEMENT (the "Lease") is made as of this 23^d day of May, 2024, (the "Effective Date") by and between **CITY OF HUNTSVILLE**, a municipal corporation within the State of Alabama ("Landlord"), and **JPTHREE PROPERTIES, L.L.C.**, an Alabama limited liability company ("Tenant").

1. Demised Description

- A. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord that certain property situated along Pearl Avenue, Huntsville, Alabama, being Madison County Tax Parcel PPIN 132040 and containing approximately 0.23 acres of land, more or less, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with all improvements now and hereafter located thereon (either the "Premises" or the "Property").
- B. Tenant shall accept the Premises "as is," "where is," and with "all faults." Landlord hereby makes no representation to Tenant as to the state of title to the Property and no warranty of title is hereby provided, and all warranties of title are hereby disclaimed, with respect to the Property.

2. Term

- A. Initial Term. The term of this Lease shall be for five (5) years (the "Initial Term") commencing on the Commencement Date as defined herein.
- B. Option Term. Provided Tenant is not then in default under the terms of this Lease, Tenant is hereby granted and shall have the option to renew this Lease for one (1) additional term of five (5) years (an "Option Term") on the same terms, covenants and conditions (subject to escalations of Rent as set forth in Section 3) and subject to the same restrictions and exceptions herein contained. The option shall be exercised by Tenant by delivering to Landlord, not less than sixty (60) days prior to the expiration of the then current Term, written notice of Tenant's election to renew the Term of this Lease as herein provided. Failure of Tenant to deliver to Landlord such written notice to renew this Lease within the time prescribed shall be deemed an election by Tenant to not renew the Lease. The Initial Term and the Option Term are hereby referred to collectively as the "Lease Term" or the "Term."
- C. Commencement Date. The Commencement Date of this Lease (the "Commencement Date") shall be the Effective Date of this Lease.

3. Rent

Beginning on the Commencement Date and continuing during the Term of the Lease, Tenant shall pay to Landlord Rent for the Premises ("Rent" or "Base Rent"), on the first day of each calendar month. Rent shall be prorated for any partial month. Upon exercise of the Option Term for five (5) additional years, the annual Rent shall increase by 10% per annum and the monthly Rent, which shall continue to be due on the first day of each calendar month, shall increase proportionately. The Rent schedule is as follows:

Initial Term:

Years 1 – 5: \$120.00 per month (\$1,440.00 per annum)

Option Term:

Years 6 – 10: \$132.00 per month (\$1,584.00 per annum)

Any Rent payment not received by the tenth (10th) day of each month will be subject to a five (5%) percent late fee payable to Landlord.

4. Use

Tenant shall use and occupy the Premises for the purpose of a parking lot for commercial purposes (the "Permitted Use") and for no other purposes except those authorized in writing by Landlord. Tenant shall be responsible to obtain all applicable business licenses and permits required for its Permitted Use.

5. Utilities and Taxes

Tenant shall pay all charges for water, sewer, electricity, gas, telephone, internet, and other utility services furnished to the Premises for all purposes, and for all utility deposits required thereon.

Tenant shall pay all ad valorem taxes, assessments and charges which may be assessed and levied upon (i) the Premises during the Term of this Lease and (ii) any improvements erected and/or personal property installed on the Premises by Tenant as they shall become due. Upon request of Landlord, Tenant shall provide Landlord with evidence of payment of all such taxes and assessments.

6. Improvements, Alterations, Additions, Installations and Removal Thereof

Tenant shall provide to Landlord and to the Economic Development Department of the City of Huntsville, as part of its submission to the City of Huntsville Inspection Department for obtainment of a building permit, (i) plans and specifications, (ii) site plan, and (iii) signage, to be installed for Tenant's Permitted Use ("Tenant Improvements"), in form as required by the City of Huntsville (the "Plans and Specifications"), subject to such review, comment, and approval (and terms of approval) of the Inspection Department, the Urban and Economic Development Department, and Landlord prior to commencing any work upon the Premises. Tenant and/or Tenant's contractor shall maintain builder's risk insurance coverage during all periods of construction upon the Premises (naming Landlord as an additional insured) and evidence of same

shall be provided to Landlord prior to commencement of construction. Upon obtaining the approval of Landlord/Inspection Department/Urban and Economic Development Department, Tenant may, at its own expense, commence construction of the Premises in accordance with the Plans and Specifications.

During the Term of the Lease, provided Tenant is not then in default, Tenant may make such alterations, repairs, and installations to the improvements installed by Tenant in such a manner as will not substantially injure the Premises provided Tenant obtains (i) Landlord's prior written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition, and (ii) all required governmental approvals, if applicable.

Tenant will pay or caused to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims and demands on account of such work. Tenant agrees to promptly (not to exceed 30 days after filing thereof) remove, whether by bond or payment, any mechanic's or materialman's lien filed against the Premises.

7. Trade Fixtures, Personal Property

All articles of personal property and all business and trade fixtures, machinery and equipment, owned by Tenant or installed by Tenant at its expense in the Premises ("Tenant Trade Fixtures") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided Tenant is not in default hereunder past any applicable cure period and provided further that Tenant shall repair any damage caused by such removal. Any Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

8. Maintenance and Repair

Tenant shall at its sole cost and expense shall maintain, including landscaping, mowing, and paving, the Premises and make all reasonable and necessary repairs and/or replacements to the improvements and the Premises, including Tenant Improvements and Tenant Trade Fixtures, lighting, signage, landscaping, parking lot, drive aisles, and curb cuts, and all pipes, tubes, and other conduits, facilities, water quality units, and utility lines leading to and from the Premises in good order and repair and free of refuse and rubbish.

9. Common Areas

There are no shared common areas in the Premises.

10. Indemnification

Tenant agrees to indemnify and hold Landlord and its officers, employees, servants, and agents (collectively "Landlord Indemnified Parties") harmless against all claims, demands, costs and

expenses, including reasonable attorney's fees for the defense thereof, arising from: Tenant's conduct, occupancy or management of Tenant's business; its use of the Premises; construction of improvements by Tenant; any breach on the part of Tenant of any conditions of this Lease; or any negligence or willful misconduct of Tenant, its invitees, guests, agents, servants, contractors or employees in the Premises (collectively "Tenant Parties"). Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees (not caused by Tenant Parties). In case of any action or proceeding brought against Landlord and/or any of the Landlord Indemnified Parties by reason of such claim as is described in the initial sentence of this Section 10, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord, at Tenant's expense.

11. Insurance

Tenant agrees that, throughout the Term of this Lease, Tenant will insure the Premises and all improvements, including any personal property of Tenant, with an all-risk policy including all of the risks and perils usually covered by a "special form" policy of commercial property insurance, including extended coverage, vandalism and malicious mischief, for the full replacement costs of said improvements with a deductible not exceeding \$10,000.00 per occurrence. Tenant shall add Landlord and the Landlord's Indemnified Parties (defined above) as additional insureds on said insurance policies. Tenant shall also obtain and keep in force, a commercial general liability policy of insurance against claims for personal injury, death or property damage with a combined single limit in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence (bodily injury and property damage) and an aggregate limit of not less than Two Million Dollars (\$2,000,000.00), naming Landlord and said Landlord Indemnified Parties as additional insureds under such policy of insurance with respect to claims arising out of Tenant's use and occupancy of the Premises. Tenant's selection of its insurance policies shall be subject to the approval and consent of Landlord, which shall not be unreasonably withheld. Said policies shall also provide that the insurer will provide thirty (30) days' written notice to Landlord prior to cancellation. Tenant shall be responsible for payment of the premiums and to provide evidence of said policies to Landlord upon the Effective Date of this Lease and on an annual basis thereafter.

12. Signs

Tenant shall have the right to erect, affix or display upon the Premises, such sign or signs advertising its business as Tenant may consider necessary or desirable, subject to applicable zoning and sign ordinances and the consent of Landlord and the Economic Development Department (as set forth in Section 6).

13. Casualty Loss

If, at any time during the Term, the improvements shall be damaged in whole or in part by fire, the elements or other casualty, Tenant shall promptly notify Landlord thereof. In such event, Tenant, at Tenant's or its insurer's cost, shall promptly repair said damage and restore the improvements to the same condition which existed immediately prior to the occurrence of such

damage. The Term shall be tolled by a period of time (not to exceed 6 months) equal to the time between the date of the casualty and the date on which Tenant completes the repair and restoration of the improvements. If there is a casualty loss to Tenant's improvements (of at least fifty percent (50%) of the replacement cost) which occurs during the last two (2) years of the Term, then Tenant shall have the option to terminate the Lease within thirty (30) days advance written notice to Landlord, with no obligation to rebuild (other than the clearing and grading of the Property to a clean and level condition) nor further obligation under this Lease other than the payment of any Rent obligations which are due and unpaid up to the effective date of termination.

14. Condemnation

In the event the Premises shall be taken in its entirety for public use by city, state, federal government, public authority or other entities or corporations having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use; provided, however, that if only a part of the Premises shall be so taken, such termination shall be at the option of Tenant. If such a taking of only a part of the Premises occurs, and Tenant elects not to terminate this Lease, there shall be a proportionate reduction of the Base Rent to be paid under this Lease from and after the date such possession is taken for public use. In the event of any taking of the Premises by eminent domain, Tenant shall be entitled to any compensation awarded for its leasehold interest as may be permitted under applicable law.

15. Compliance With Laws

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any regulation, guideline, bylaw or ordinance in force in the state, city or town in which the Premises are situated.

16. Hazardous Substances

As used in this Lease, the term "Hazardous Substance" shall mean: (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste", "infectious waste," or similar terms in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*, as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*, (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, or (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (b) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time; (c) Any material, waste or substance that is or contains (i) petroleum or petroleum derivatives, (ii) asbestos, (iii) polychlorinated byphenals, (iv) flammable explosives, (v) radioactive materials, (vi) radon gas, (vii) lead and lead-based paint, (viii) infectious, carcinogenic or mutagenic materials, or (ix) mold in a condition, location or type that may pose a risk to human life or safety or the environment, or that may cause damage to property;

and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

During the Term of this Lease, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws"). Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous upon the Premises.

Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify and defend Landlord and the Landlord Indemnified Parties against, and to hold Landlord and the Landlord Indemnified Parties harmless from, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord and/or the Landlord Indemnified Parties for the escape, seepage, leakage, spillage, discharge, emission or release onto or from the Premises, of any Hazardous Substance placed on or under the Premises by Tenant during the Term of this Lease and until possession of the Premises is returned to Landlord. Tenant's obligations under this Section shall survive for a period of 365 days after the expiration or earlier termination of this Lease.

17. Default

In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord)) or in the event of emergency self-help exercised by Landlord under Section 23, or such additional time as is reasonably required to correct any such default after the service of written notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 23, or (ii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

Tenant's obligation to pay the Rent and other charges under this Lease shall survive any termination of this Lease due to Tenant's default. In the event of any default, and upon termination of this Lease by Landlord, Landlord shall be entitled to recover all unpaid Rent for the periods prior to the date of recovery of possession. In addition, Landlord shall be entitled to damages caused by Tenant's default, which damages may, at Landlord's election, be determined on the basis of the present value of all future Rent that would have become payable under this Lease for the next two (2) years of the Term. The parties agree that any damages to Landlord for default by Tenant shall **not** exceed the total of two (2) years of annual Rent payments, calculated at the then current annual rental rate at the time of Tenant's breach.

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have, at its option and as its sole and exclusive remedy hereunder, the right to cure such default of Landlord (upon an additional three (3) business days' written notice to Landlord of Tenant's intent to cure such default, without such cure by Landlord during the three (3) business day period) and offset the actual and verifiable costs of same against the future Rent due and payable by Tenant hereunder.

18. Landlord's Right to Enter the Premises

Tenant shall permit Landlord or its contractor, employee or agent to enter the Premises at all reasonable times and upon reasonable notice (and in case of emergency, at any time) to inspect the Premises as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes.

19. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord. In the event of any such assignment (after approval of Landlord), Tenant shall deliver to Landlord, a written agreement from the assignee (in form acceptable to Landlord) agreeing with Landlord to perform the terms, covenants, and conditions of Tenant contained in this Lease. Any and all assignments or sublets in violation of this provision shall be null and void and of no force and effect.

20. Force Majeure

In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay Rent due to matters of Force Majeure.

21. Quiet Enjoyment

Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease and any extensions thereof without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

22. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:

- A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to JPThree Properties, L.L.C., 616 Pearl Avenue, Huntsville, Alabama 35801, or such other address as Tenant may from time to time designate in written notice to Landlord; or
- B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban and Economic Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.

23. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefore and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 17, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

24. Surrender. (a) At the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Premises, including any improvements, additions and other improvements made by Tenant (other than Tenant's property and Tenant Trade Fixtures) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove all of Tenant's property, including Tenant Trade Fixtures, from the Premises and repair any damage to the Premises caused by the removal of such property. Any property of Tenant and Tenant Trade Fixtures not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to Tenant for same.

(b) If at any time during the Lease Term, Landlord's title to the Property is successfully challenged, or its interest and title to the Property is threatened, or Landlord otherwise deems its position with respect to the title to the Property to be insecure, Landlord may, upon thirty (30) days written notice to Tenant, terminate this Lease and require Tenant to vacate the Property in accordance with this Section 24, without liability to Tenant for such early termination, and the Lease shall so

terminate at the expiration of such thirty (30) days and the parties shall thereafter have no further liability or obligation to the other hereunder.

25. Holding Over. A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis except that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party and, upon such notice, the Lease shall terminate and Tenant shall vacate the Premises in accordance with Section 24.

26. Miscellaneous

- A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.
- B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.
- C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.
- D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.
- E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.
- F. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[SIGNATURE PAGE TO FOLLOW]

WITNESS our hands and seals as of the 23d day of May, 2024, being the effective date of this instrument for all purposes.

LANDLORD:

CITY OF HUNTSVILLE
a municipal corporation in the State of
Alabama

Attest:

By: _____
Printed Name: Shaundrika Edwards
Title: City Clerk

By: _____
Printed Name: Tommy Battle
Title: Mayor

TENANT:

JPTHREE PROPERTIES, L.L.C.,
an Alabama limited liability company

Witness:

By: Melanie Melton
Printed Name: Melanie Melton

By: [Signature]
Printed: [Signature]
Title: PRESIDENT

Acknowledgement by City of Huntsville, as Landlord.

State of Alabama)
County of Madison)

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

Given under my hand and seal, this the 23rd day of May, 2024.

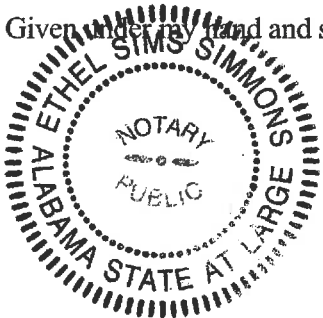
Notary Public
My Commission Expires _____

Acknowledgement by JPThree Properties, L.L.C., as Tenant.

State of Alabama)
County of Madison)

I, the undersigned, a Notary Public in and for said County or Parish and State, do hereby certify that Spel B. Apthmon, whose name as President of JPTTHREE PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, (s)he, as such President and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this the 25th day of April, 2024.



Ethel Sims Simmons
Notary Public
My Commission Expires 9/7/25

Exhibit A: Description of Premises

60x170 strip of property located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 3, Range 1 West, Madison County, Alabama, known as Parcel No. 14-07-26-4-006-012.000 (PPIN 132040), in the Madison County Tax Assessor's Office.



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1496

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an ordinance dedicating a Sanitary Sewer Easement for the Pulaski Pike Sewer Improvements Project.

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: Pulaski Pike

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4200

Department: Urban Development

Subject:

Type of Action: Introduction

Introduction of an ordinance dedicating a Sanitary Sewer Easement for the Pulaski Pike Sewer Improvements Project.

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: Pulaski Pike

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

Additional Comments:

ORDINANCE NO. 24-_____

WHEREAS, it has been recommended to the City Council of the City of Huntsville, Alabama, a municipal corporation within the State of Alabama, that an interest in certain property owned in fee simple by the City of Huntsville (Madison County Tax Parcel No. 07-08-33-0-000-005.001; PPIN 510719) be dedicated for use as a Sanitary Sewer Easement; and

WHEREAS, the City Council has found and determined that said interest in the land should be dedicated to use as a Sanitary Sewer Easement and that dedication of the same is in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the following described land be and the same is hereby dedicated to use as a Sanitary Sewer Easement (the "Sanitary Sewer Easement") including the establishment, construction, and maintenance of sanitary sewer facilities within said easement located over, along and under the following described tract or parcel of land in the County of Madison, State of Alabama, to-wit:

A tract of land lying and being in Section 33, Township 2 South, Range 1 West of the Huntsville Meridian. Said tract being a portion of property conveyed to The City of Huntsville as recorded in the Office of the Probate Judge for Madison County, Alabama in Deed Book 2005, Page 465160 and being more particularly described as follows:

Commencing at a #4 rebar found marking the southwest corner of Section 33, Township 2 South, Range 1 West of the Huntsville Meridian; thence along said Section line North 0 Degrees 37 Minutes 17 Seconds East a distance of 333.84 feet; thence leaving said Section line North 73 Degrees 46 Minutes 17 Seconds East a distance of 41.80 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set marking the southwest corner of a tract of land conveyed to Stanley Developers, LLC in Deed Book 2022, Page 51934 as recorded in the Office of the Probate Judge for Madison County, Alabama; thence along the south boundary of said Stanley tract North 73 Degrees 46 Minutes 17 Seconds East a distance of 10.45 feet to a #5 rebar set marking the east boundary of an existing Utility and Drainage Easement, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1571292.49, (E) 413267.93 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83).

Thence leaving said east boundary of existing easement North 73 Degrees 46 Minutes 17 Seconds East a distance of 10.45 feet to a #5 rebar set on the east boundary of a Permanent Sanitary Sewer Easement; thence leaving said south boundary of Stanley tract and along the east boundary of said Permanent Sanitary Sewer Easement South 0 Degrees 37 Minutes 26 Seconds West a distance of 20.05 feet to a # 5 rebar set on the south boundary said Permanent Sanitary Sewer Easement; thence leaving said east boundary and along said south boundary of

easement North 89 Degrees 23 Minutes 40 Seconds West a distance of 9.99 feet to a #5 rebar set on the east boundary of said existing easement; thence leaving said south boundary and along the east boundary of said existing easement North 0 Degrees 36 Minutes 20 Seconds East a distance of 17.03 feet to the POINT OF BEGINNING.

The above-described tract contains 0.00 acres (185.33 sq. ft.), more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records. A depiction of the Sanitary Sewer Easement is attached as **Exhibit "A."**

BE IT FURTHER ORDAINED that this Ordinance shall be published in a newspaper of general circulation in accordance with *Alabama Code §11-45-8*. That this Ordinance shall further be recorded in the land records of Madison County, Alabama.

ADOPTED this the 13th day of June, 2024.

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

APPROVED this the 13th day of June, 2024.

Mayor of the City of Huntsville, Alabama

[illegible]



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: 2024-1497

Department: Fleet Services

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.

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:

N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/23/2024

File ID: TMP-4216

Department: Fleet Services

Subject:

Type of Action: Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.

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:

N/A

ORDINANCE NO. 24-_____

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

Equipment# 021684. 2012 Chevrolet Colorado
Vin# 1GCCSBF96C8148264

Equipment# 012013. 2013 Ford Police Interceptor
Vin# 1FAHP2M80DG157735

Equipment# 011832. 2007 Ford Crown Victoria
Vin# 2FAFP71W77X130294

Equipment# 021931. 2018 Ford Police Interceptor
Vin# 1FM5K8AR3JGA32392

ADOPTED this the _____ day of _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of
Huntsville, Alabama

ATTEST:

Shaundrika Edwards
City Clerk