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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, August 14, 2025**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Huntsville Alabama Public Safety Chaplains

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember David Little

3. APPROVAL OF THE AGENDA

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

a. **2025-660** Minutes of the Regular Meeting of the City Council held on July 24, 2025. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

a. **2025-661** Proclamation in recognition for the month of August as National Minority Donor Awareness Month.

Sponsors: Administration

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

a. **2025-662** Presentation honoring the Fountain of Life Church for their long-term service to West Huntsville and the entire community.

Sponsors: Kling

Resolutions for Approval and Presentation

b. **2025-663** Resolution recognizing the 100th anniversary of the ReMarkable St. Mark Baptist Church.
Resolution No. 25-598

Sponsors: Watkins

Attachments: St. Mark Resolution 081425.pdf

c. **2025-664** Resolution honoring Mrs. Nell Lane Bradford for her service to the community, demonstrated by a dedication to furthering musical education by teaching college students and utilizing her talents to unite members of the community.
Resolution No. 25-599

Sponsors: Meredith

Attachments: Bradford Complete.pdf

Resolutions for Approval Only

d. **2025-665** Resolution to recognize and congratulate United Women of Color on the occasion of their seventh anniversary celebration in honor of their unwavering commitment to empowering women, girls, and communities throughout Madison County.
Resolution No. 25-600

Sponsors: Meredith

Attachments: UWOC COMPLETE.pdf

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2025-666** Public hearing on the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7. (Set on July 10, 2025, Regular Council Meeting)

Sponsors: Planning

Attachments: Jackson Way Baptist Church ROW Vacation Complete.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2025-667** Resolution to declare a public nuisance located at 2209 Apache Rd. NW, Huntsville, AL; and to set the date for when objections will be heard. (Set for August 28, 2025, Regular Council Meeting)
Resolution No. 25-601

Sponsors: Community Development

Attachments: 2209 Apache Rd Nw Pool PN 08-14-2025.pdf

b. **2025-668** Resolution to declare a public nuisance located at 2407 Oakwood Ave. NW, Huntsville, AL; and to set the date for when objections will be heard. (Set for August 28, 2025, Regular Council Meeting)
Resolution No. 25-602

Sponsors: Community Development

Attachments: 2407 Oakwood Ave Nw JPN Res 8-14-2025.pdf

c. **2025-669** Resolution to set a public hearing on the zoning of 0.33 acres of land lying on the north of Zierdt Road and west of Arnett Street to Residence 1-B District; and the introduction of an Ordinance pertaining to the same. (Set for September 25, 2025, Regular Council Meeting)
Resolution No. 25-603
Ordinance No. 25-604

Sponsors: Planning

Attachments: Arnett Zoning Complete

d. **2025-670** Resolution to set a public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the introduction of an Ordinance pertaining to the same. (Set for September 25, 2025, Regular Council Meeting)
Resolution No. 25-605
Ordinance No. 25-606

Sponsors: Planning

Attachments: Little Cove Zoning Complete

e. **2025-671** Resolution to set a public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)
Resolution No. 25-607
Ordinance No. 25-608

Sponsors: Planning

Attachments: McDonald Zoning Complete

f. 2025-672 Resolution to set a public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set for September 25, 2025, Regular Council Meeting)
Resolution No. 25-609
Ordinance No. 25-610

Sponsors: Planning

Attachments: McCutcheon-Vaughn Zoning Complete

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 Jennie Robinson

Councilmember Michelle Watkins

Councilmember Bill Kling

Councilmember David Little

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. 2025-673 Resolution authorizing expenditures for payment.
Resolution No. 25-611

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. 2025-674 Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
Ordinance No. 25-612

Sponsors: City Council

Attachments: District_1_Council Improvement_Complete.pdf

c. **2025-675** Resolution authorizing travel for Council Member John Meredith to Tampa, FL, October 25 - 29, 2025, for the 2025 ICMA Annual Conference.
Resolution No. 25-613

Sponsors: Meredith

Attachments: J. Meredith ICMA.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2025-676** Resolution to appoint Remelus Bowden to the Huntsville Police Citizens Advisory Council, Place 4, to the seat previously held by Willie Love for a four (4) year term to expire August 1, 2029. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-561

Sponsors: Watkins

Attachments: Bowden HPCAC Appointment.pdf

b. **2025-677** Resolution to reappoint Pamela Caruso to the Huntsville Police Citizens Advisory Council, Place 10 (her current seat), for a four (4) year term to expire August 1, 2029. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-562

Sponsors: Kling

Attachments: Caruso HPCAC 071025.pdf

c. **2025-678** Resolution to reappoint Vicki Guerrieri to the Huntsville Police Citizens Advisory Council, Place 8 (her current seat), for a four (4) year term to expire August 1, 2029. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-563

Sponsors: Robinson

Attachments: VG HPCAC.pdf

d. **2025-679** Resolution to appoint Dan Odom to the Huntsville Police Citizens Advisory Council, Place 6, to the seat previously held by Akeem Davis for a four (4) year term to expire August 1, 2029. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-564

Sponsors: Little

Attachments: Odom HPCAC 071025.pdf

e. **2025-680** Resolution to appoint Tracy Lamm to the Huntsville Police Citizens Advisory Council, Place 12, to the seat previously held by Wiley Day for a four (4) year term to expire August 1, 2029. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-565

Sponsors: Meredith

Attachments: Lamm HPCAC Appointment.pdf

f. **2025-681** Resolution to appoint Robin Wolfe to the Madison County Department of Human Resources Board, Place 5, to the seat previously held by Sanoyia Williams for a six (6) year term to expire August 1, 2031.(Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-566

Sponsors: Watkins

Attachments: Wolfe DHR.pdf

g. **2025-682** Resolution to appoint Holly Baker to the Madison County Department of Human Resources Board, Place 6, to the seat previously held by Barrington Dames for a six (6) year term to expire August 1, 2031. (Nominated on July 24, 2025, Regular Council Meeting)
Resolution No. 25-567

Sponsors: Watkins

Attachments: Baker DHR.pdf

16. BOARD APPOINTMENT NOMINATIONS

a. **2025-683** Nomination to appoint Sasha Irby, to the Community Development Citizens Advisory Council, Place 3, to the seat previously held by Billy Lenox, for a three (3) year term to expire April 14, 2028.
Resolution No. 25-614

Sponsors: Meredith

Attachments: Irby CAC.pdf

b. **2025-684** Nomination to reappoint Claude Moore to the Board of Examinations and Appeals for Construction Industries, Place 6 (his current seat), for a three (3) year term to expire September 13, 2028.
Resolution No. 25-615

Sponsors: Robinson

Attachments: 081425 C. Moore Appointment Exam & Appeals Construction Ind.

17. HUNTSVILLE UTILITIES ITEMS

a. **2025-625** Ordinance authorizing issuance of a $7,515,000 initial principal amount Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, and Special Authority Loan Conditions Agreement with the Alabama Drinking Water Finance Authority, to finance capital improvements to the safe drinking water system of the City. (Introduced on July 24, 2025, Regular Council Meeting)
Ordinance No. 25-568

Sponsors: Huntsville Utilities

Attachments: Huntsville (2025 DW) Complete.pdf

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

a. **2025-685** Resolution consenting to the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7. (Introduced July 10, 2025, Regular Council Meeting)
Resolution No. 25-520

Sponsors: Planning

Attachments: Jackson Way Baptist Church ROW Vacation Complete.pdf

b. **2025-686** Ordinance vacating a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7. (Introduced July 10, 2025, Regular Council Meeting)
Ordinance No. 25-521

Sponsors: Planning

Attachments: Jackson Way Baptist Church ROW Vacation Complete.pdf

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2025-687** Ordinance annexing 572.48 acres of land lying on the north of Bob Wade Rd and east and west of Mt. Lebanon Rd. (Introduced July 24, 2025, Regular Council Meeting)
Ordinance No. 25-597

Sponsors: Planning

Attachments: Harris Farm Annexation 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. **2025-688** Resolution authorizing travel expenses.
Resolution No. 25-616

Sponsors: Finance

Attachments: Travel Resolution_Complete.pdf

b. **2025-689** Resolution authorizing the acceptance of donations.
Resolution No. 25-617

Sponsors: Finance

Attachments: Donations Complete.pdf

c. **2025-690** Resolution calling for redemption of certain outstanding general obligation warrants of the City.
Resolution No. 25-618

Sponsors: Finance

Attachments: Call Resolution - Huntsville -4902-0003-6188-v7 Complete.pdf

d. **2025-691** Ordinance amending Budget Ordinance No. 24-700, by changing appropriated funding for various departments and funds.
Ordinance No. 25-619

Sponsors: Finance

Attachments: Budget Amendment_Complete.pdf

e. **2025-692** Resolution authorizing the City Council to allocate a portion of the Teva Opioid Settlement to the Huntsville Police Department for the purchase of 30 AEDs.
Resolution No. 25-620

Sponsors: Finance

Attachments: AED Resolution_Complete.pdf

f. **2025-693** Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, Parsons Corporation, Parsons Government Services, Inc., and Parsons Services Company.
Resolution No. 25-621

Sponsors: Urban Development

Attachments: Project Ring Complete

g. 2025-694 Resolution authorizing the Mayor to enter into a Project Development Agreement between the City of Huntsville and Performance Drone Works, LLC.
Resolution No. 25-622

Sponsors: Urban Development

Attachments: DEVELOPMENT AGREEMENT_Project Maple.pdf

h. 2025-695 Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Jeff Benton Properties, LLC, for property associated with the South Huntsville Police Precinct.
Resolution No. 25-623

Sponsors: Urban Development

Attachments: So Hsv HPD Precinct Jeff Benton Prop Purchase Complete.pdf

i. 2025-696 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Kimley-Horn & Associates, Inc., for Engineering Design Services for Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, Project No. 71-25-SP21.
Resolution No. 25-624

Sponsors: Engineering

Attachments: Kimley-Horn Improv Drake Ave US Hwy 231 Mem Pkwy

j. 2025-697 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn Mills Cawood, LLC, for Hillcrest Road Connector, Project No. 71-25-RD04.
Resolution No. 25-625

Sponsors: Engineering

Attachments: GMC Hillcrest Road Connector complete.pdf

k. 2025-698 Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Garver, L.L.C. for 2025-2026 WPC On-Call Surveying Services, Project No. 71-25-SP19.
Resolution No. 25-626

Sponsors: Water Pollution

Attachments: 2025-2026 On-Call Surveying Contract - COMPLETE.pdf

l. **2025-699** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and United Controls Corporation for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and Control Panels, Project No. 71-25-SP20
Resolution No. 25-627

Sponsors: Water Pollution

Attachments: United Controls Contract - COMPLETE.pdf

m. **2025-700** Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Velvet Pines Developers, LLC, for construction services of the Huntsville Police Department S.O.D.
Resolution No. 25-628

Sponsors: General Services

Attachments: COMPLETE-VelvetPines-HPDSOD.pdf

n. **2025-701** Resolution authorizing the Mayor to execute Modification No. 1 to the Standard Agreement between the City of Huntsville and Engineered Solutions Incorporated for the Municipal Justice Public Safety Complex - HVAC Upgrades.
Resolution No. 25-629

Sponsors: General Services

Attachments: COMPLETE-MOD1-ESI-MJPSCHvacUpgrades.pdf

o. **2025-702** Resolution authorizing the Mayor to execute Modification No. 1 to the Architectural Agreement between the City of Huntsville and Arcspace Studio for the Huntsville Ice Sports Center Expansion.
Resolution No. 25-630

Sponsors: General Services

Attachments: COMPLETE-Arcspace-Mod1-IceSportsCtrExpansion.pdf

p. **2025-703** Resolution authorizing the Mayor to enter into a Facility Use and Operation Agreement between the City of Huntsville and the Arts Council, Inc., d/b/a Arts Huntsville.
Resolution No. 25-631

Sponsors: Administration

Attachments: Arts Huntsville Fac Use Agr Complete.pdf

q. **2025-704** Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and The U.S. Army Garrison - Redstone Arsenal for Stray Animal Control.
Resolution No. 25-632

Sponsors: Animal Services

Attachments: Stray Animal MOU Redstone Arsenal Complete.pdf

r. **2025-705** Resolution authorizing the Mayor to enter into a Court Referral Officer Contract between The Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville.
Resolution No. 25-633

Sponsors: Municipal Court

Attachments: CROcontract8.14.25(2)Complete.pdf

s. **2025-706** Resolution authorizing the Mayor to execute Amendment No.1 to the Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).
Resolution No. 25-634

Sponsors: Landscape Management

Attachments: 2025 Amendment No.1 APHIS.pdf

t. **2025-707** Resolution authorizing the City of Huntsville to join the State of Alabama and other local governments as participants in Opioid Litigation Settlements.
Resolution No. 25-635

Sponsors: Legal

Attachments: Perdue Opioid Settlement Complete.pdf

u. **2025-708** Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates.
Resolution No. 25-636

Sponsors: Legal

Attachments: Hawks Ridge LOC Complete.pdf

v. **2025-709** Resolution authorizing the City Clerk to invoke Trustmark National Bank Letter of Credit No. 22-068-SP for Freeman Road Townhomes.
Resolution No. 25-637

Sponsors: Legal

Attachments: Freeman Road Townhomes LOC Complete.pdf

w. **2025-710** Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010122 for Lyla's Gate Phase 2 at McMullen Cove.
Resolution No. 25-638

Sponsors: Legal

Attachments: Lylas Gate LOC Complete.pdf

x. **2025-711** Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010130 for Silo Hill Phase 4 at McMullen Cove.
Resolution No. 25-639

Sponsors: Legal

Attachments: Silo Hill LOC Complete.pdf

y. **2025-712** Resolution authorizing the City Attorney to settlement the lawsuit entitled Giancarlo Dagostino and Tracy Dagostino v. City of Huntsville, et al., in the Circuit Court of Madison County, Alabama, Civil Action No. 47-CV-24-900187 (Claim No. FY23-056).
Resolution No. 25-640

Sponsors: Legal

Attachments: Dagostino Settlement Agreement Complete.pdf

z. **2025-713** Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by SureTec Insurance Company.
Resolution No. 25-641

Sponsors: Legal

Attachments: Suretec Insurance Company (406) Complete.pdf

aa. **2025-714** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and T2 Systems, Inc., for software to issue parking citations for Parking Enforcement.
Resolution No. 25-642

Sponsors: Parking/Public Transit

Attachments: T2 Resolution.pdf

ab. **2025-715** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Southern Lighting and Traffic Systems for Annual Software Maintenance Agreement.
Resolution No. 25-643

Sponsors: Traffic Engineering

Attachments: Complete Item.pdf

ac. **2025-716** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Carol English.
Resolution No. 25-644

Sponsors: Landscape Management

Attachments: 2025 Carol English Full Packet.pdf

ad. **2025-717** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Karen Monks.
Resolution No. 25-645

Sponsors: Landscape Management

Attachments: 2025 Karen Monks Full Packet.pdf

ae. **2025-718** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dr. Lawana Adcock-Downey.
Resolution No. 25-646

Sponsors: Landscape Management

Attachments: 2025 Dr. Lawana Adcock- Downey Complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. **2025-719** Introduction of an Ordinance to amend Chapter 5, Division II of Article II of the Code of Ordinances of the City of Huntsville.
Ordinance No. 25-647

Sponsors: Animal Services

Attachments: Animal Services updated fee schedule complete.pdf

b. **2025-720** Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.
Ordinance No. 25-648

Sponsors: ITS

Attachments: MARS Auction Complete.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-660

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-661

Department: Administration

Subject: **Type of Action:** Presentation

Proclamation in recognition for the month of August as National Minority Donor Awareness Month.

Choose an item.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-662

Department: City Council

Subject: **Type of Action:** Presentation

Presentation honoring the Fountain of Life Church for their long-term service to West Huntsville and the entire community.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-663

Department: City Council

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

Resolution recognizing the 100th anniversary of the ReMarkable St. Mark Baptist Church.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

Resolution No. 25-

WHEREAS, the City Council and the Mayor of Huntsville, Alabama, wish to acknowledge the Centennial Celebration of St. Mark – the Remarkable Church, taking place on August 15, 2025, and to honor the church's extraordinary 100 years of service, which began in November 1925; and

WHEREAS, in September of 1925, the Rev. Mingle Fletcher led a revival in the old Penny Schoolhouse—now the site of Penny Cemetery—and would become the church's first pastor. Under the pastoral leadership of Reverend David Cowthorn, a permanent structure was established on a half-acre of land, where the church remains to this day; and

WHEREAS, in 1946, Rev. Amos Donaldson became the pastor. During his tenure, the church acquired additional land, and in 1950, a second sanctuary made of cement blocks was erected. Rev. Donaldson faithfully served for 33 years, during which the church experienced dynamic spiritual growth, a significant increase in membership, and the construction of a new sanctuary in 1972; and

WHEREAS, in December 1979, Rev. John L. Clay was elected as the seventh pastor. Under his leadership, the church expanded by purchasing more land, acquiring church vans, hiring a church secretary, adding education and fellowship wings, new auxiliaries, and building the current sanctuary. Rev. Clay is also the founding president of Huntsville Bible College. After 35 years of faithful service, he was honored with the title of Pastor Emeritus; and

WHEREAS, in 2015, Rev. Jeremiah Chester was called to serve as the eighth pastor. His leadership has focused on holistic discipleship—encouraging individuals to discover their purpose, grow in relationship with God and others, and contribute their gifts to serve a greater good. Under his leadership, St. Mark has added full-time staff positions to support its growing membership. St. Mark has launched a South Huntsville location and *Remarkable Español*, a Spanish-speaking campus, reaching Huntsville's growing Hispanic and Latino communities, as well as *The Centennial Legacy Project*, with the purchase of neighboring land for the expansion of St. Mark's Moores Mill Road campus; and

WHEREAS, since its founding, St. Mark Baptist Church has grown spiritually and physically through land expansion, new facilities, inclusive programs, and a Child Development Center with after-school care; and with a mission to serve Huntsville with compassion and generosity, the church offers impactful outreach including free laundry through "Loads of Love," Drive-Thru Prayer, family events, holiday food programs, ICU baskets, Samaritan's Purse shoeboxes, cold-weather items for the homeless, and the Movers for Moms initiative supporting mothers and children in crisis.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and the Mayor of the City of Huntsville, Alabama, extend their heartfelt congratulations to St. Mark – the Remarkable Church on reaching this momentous Centennial milestone and offer deep appreciation for a century of unwavering service, community care, and spiritual leadership to the citizens of Huntsville and beyond.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-664

Department: City Council

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

Resolution honoring Mrs. Nell Lane Bradford for her service to the community, demonstrated by a dedication to furthering musical education by teaching college students and utilizing her talents to unite members of the community.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/28/2025 **File ID:** TMP-5849

Department: City Council

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

Resolution honoring Mrs. Nell Lane Bradford for her service to the community, demonstrated by a dedication to furthering musical education by teaching college students and utilizing her talents to unite members of the community.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: N/A

RESOLUTION NO. 25-

WHEREAS, the City Council and Mayor of the City of Huntsville wish to honor Mrs. Nell Lane Bradford in recognition of her service to the community, demonstrated by a dedication to furthering musical education by teaching college students and utilizing her talents to unite members of the community; and

WHEREAS, Mrs. Bradford was born in Sand Springs, Oklahoma, on the nineteenth of May, 1922, and raised in Gray, Indiana, where she attended the historic Roosevelt High School. She later obtained the Normal Certificate and a Bachelor of Music degree from Oberlin College and Conservatory in Oberlin, Ohio, and also studied at Chicago Musical College and Oakland University in Michigan; and

WHEREAS, Mrs. Bradford's professional teaching career began in the Edwardsville, Illinois, school system and at Leland College in Baker, Louisiana, and she eventually moved to Huntsville in the 1940s and taught music at the laboratory high school of Alabama A&M Institute and later at Alabama A&M University where she worked as an Associate Professor and the Director of the University Choir for over 40 years; and

WHEREAS, Mrs. Bradford not only pursued her passion for music through teaching but also through serving at Huntsville's historic Church Street Cumberland Presbyterian Church as a pianist and the Music Ministry Director for over 40 years. In these roles, Mrs. Bradford initiated and directed talent showcases, choral groups, and a variety of musical productions; and

WHEREAS, in addition to her active service roles in the City of Huntsville, Mrs. Bradford has diligently led and held memberships in several renown organizations, including The Society of Professional Women, where she is a Founding Member, and Delta Sigma Theta Sorority, Incorporated, Huntsville, Alabama, where she is a Charter Member; and

WHEREAS, Mrs. Bradford has been honored and awarded on numerous occasions for her distinguished service and leadership, including the 2015 Lifetime Achievement Award, Honoring Our Elders Celebration, Rosetta James Foundation; 2008 Alabama A&M University Award of Merit, Alabama A&M Alumni Association, Incorporated; 2024 Professor Emeritus, Alabama A&M University; Alpha Kappa Alpha Sorority's 2016 Ivy Foundation Making a Difference Award; 2019 Lifetime Achievement Award, Celebrating Education Program, Union Chapel Christian Academy Foundation, Incorporated; and 1989 Dr. Martin Luther King, Jr. Unity Award, Delta Theta Lambda Chapter, Alpha Phi Alpha Fraternity, Incorporated; and

WHEREAS, Mrs. Bradford has also received several citations, resolutions, and proclamations recognizing her service from the former Mayor of Tuskegee, Alabama, Mayor Johnny Ford; former Mayor of Birmingham, Alabama, Mayor Richard Arrington; City Council, City of Huntsville; and the Board of County Commissioners, Madison County, Alabama; and

WHEREAS, in addition to serving and leading the City of Huntsville in various ways, Mrs. Bradford was married to the late Reverend Dr. Henry Bradford, Jr., and they are the parents of Dr. Andréa Bradford and Dr. Henry Lane Bradford and grandparents of Dr. Henry Lane Bradford, Jr.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and Mayor of the City of Huntsville wish to commend Mrs. Nell Lane Bradford for her leadership and service in the City of Huntsville, marked by furthering the pursuit of knowledge by educating college students, unifying a body of citizens by utilizing her talents, and receiving countless awards, honors, and distinctions from various prominent organizations and municipalities.

ADOPTED this the ___ day of _____, 2025.

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

APPROVED this the ___day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-665

Department: City Council

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

Resolution to recognize and congratulate United Women of Color on the occasion of their seventh anniversary, celebrated on August 27th, in honor of their unwavering commitment to empowering women, girls, and communities throughout Madison County.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5859

Department: City Council

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

Resolution to recognize and congratulate United Women of Color on the occasion of their seventh anniversary celebration in honor of their unwavering commitment to empowering women, girls, and communities throughout Madison County.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments: N/A

RESOLUTION NO 25-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama, wish to recognize and congratulate United Women of Color (UWOC) on the occasion of their seventh anniversary celebration in honor of their unwavering commitment to empowering women, girls, and communities throughout Madison County; and

WHEREAS, the theme of the event, ***The Power of Intersectionality***, serves as a powerful reminder that by embracing our diverse identities and experiences, and leading with empathy and understanding, we can build a more inclusive, compassionate, and united future for all; and

WHEREAS, UWOC has spent the past seven years breaking barriers and building bridges through transformative programs in voter education, civic engagement, and leadership development; and

WHEREAS, their unwavering dedication has empowered women to rise as confident, compassionate leaders with a passion to create meaningful change and uplift those around them; and

WHEREAS, UWOC exemplifies the truth that when women of all backgrounds are given space to lead, entire communities become stronger, more inclusive, and more just; and

WHEREAS, through their efforts, UWOC has transformed lives, created lasting community bonds, and inspired a movement of hope and progress throughout Madison County.

NOW, THEREFORE, BE IT RESOLVED, that the City Council and Mayor of the City of Huntsville proudly honor and congratulate United Women of Color on seven extraordinary years of impact. We express our deepest appreciation for your commitment to empowering women and building a future defined by unity, opportunity, and lasting change.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-666

Department: Planning

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

Public hearing on the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7.

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

If yes, please list preferred date(s) of publication: ___July 16, 23, 30, and August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5724

Department: Planning

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

Resolution to set a public hearing on the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set August 14, 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: July 16, 23, 30, and August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

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

1. That **Jackson Way Baptist Church,** is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of a portion of a 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" - "DECLARATION OF VACATION OF RIGHT-OF-WAY"

SEE EXHIBIT "B"– "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, August 14, 2025; 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 "B" attached hereto ("Public Notice"), immediately published in *The Speakin' Out News* for four consecutive weeks, with said notice to run beginning on July 16, July 23, July 30 and August 6, 2025.

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

ADOPTED this the 10th day of July, 2025.

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

APPROVED this the 10th day of July, 2025.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, David Staton, desiring to vacate that certain right-of-way hereinafter described, say, as follows:

1. That the said Owner is the owners of all the land abutting the hereinafter described right-of-way; and

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

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

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

NOW THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, does hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said right-of-way vacated, as follows:

Vacate the right-of-way on Exhibit "A" as attached hereto.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said easement hereinabove described, have caused this instrument to be executed, on this 22 day of June, 2025.

Owl Staton, trustee
Jackson Way Baptist Church

STATE OF ALABAMA)
COUNTY OF MADISON)

Given under my hand and official seal of office this the 22nd day of June, 2025

Doris J. Zimmerle
Notary Public
My Commission Expires 2-21-2028

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

EXHIBIT B

(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, August 14, 2025.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of a portion of a Right-of-way which is located at Lots 2-13, Block 7, 612 McKinley Avenue, Huntsville, Alabama, which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

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

RESOLUTION NO. 25-_____

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

1. That **JACKSON WAY BAPTIST CHURCH**, is the sole landowner abutting the property hereinafter described, made application for the vacation of that certain portion of 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 portion 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, Huntsville Housing Authority.

6. That upon vacation of said right-of-way, this property shall be converted to a Utility and Drainage Easement.

7. 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 the same is hereby vacated and annulled and all public rights therein divested of the Property.

ADOPTED this the 14th day of August, 2025.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Legal Description of Right-of-Way

STATE OF ALABAMA
COUNTY OF MADISON

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

ORDINANCE NO. 25-_____

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

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

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

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and 00/100 ($1.00) Dollar and other good and valuable considerations paid to **CITY OF HUNTSVILLE, AN ALABAMA MUNICIPAL CORPORATION,** Grantor, in hand paid by **JACKSON WAY BAPTIST CHURCH,** Grantee, the receipt of which is hereby acknowledged, the said Grantor hereby remises, releases, quitclaims and conveys unto the said Grantee, all of said Grantor's right, title, interest and claim, in and to the following described real estate, situated in Madison County, Alabama, to-wit:

Vacate the right-of-way as stated on Exhibit "A" attached hereto and convert all of the vacated right-of-way into a public utility and drainage easement.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs and assigns of said Grantees forever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the 14th day of August, 2025.

CITY OF HUNTSVILLE, A MUNICIPAL
CORPORATION IN THE STATE OF ALABAMA

BY: _____
TOMMY BATTLE
AS ITS MAYOR

ATTEST:

_____
SHAUNDRIKA EDWARDS
AS CITY CLERK

STATE OF ALABAMA)
COUNTY Of MADISON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that before me personally appeared **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 Quitclaim Deed, and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same for and as the act of said Municipal corporation on the date the same bears date.

Given under my hand and seal this the 14th day of August, 2025

_____
Notary Public
My Commission Expires:_____

The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).

Grantor address:
City of Huntsville
305 Fountain Circle, Huntsville, AL 35801

Grantees' address:
Jackson Way Baptist Church
1001 Andrew Jackson Way NE Huntsville, AL 35801

Value $1.00
Date of transfer: August 14, 2025

This Instrument Prepared By:
Lenn Knight
Jackson Way Baptist Church
1001 Andrew Jackson Way NE
Huntsville, Alabama 35801
(256) 539-5729

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

Ordinance No. 25-_____ (Cont.)

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-667

Department: Community Development

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

Resolution to declare a public nuisance located at 2209 Apache Rd Nw, Huntsville, AL and to set the date for when objections will be heard (August 28, 2025).

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: 2209 Apache Rd Nw, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a pool public nuisance at 2209 Apache Rd Nw and sets the date for a public hearing when comments can be made.

RESOLUTION NO. 25-

WHEREAS, the Manager of Community Development of the City of Huntsville, Alabama ("Director") has reported in a Report and Affidavit, a copy of which is attached hereto and incorporated herein by reference, that upon and/or in front of the property situated at 2209 Apache Dr Nw, Huntsville, AL, 35810, there exists certain conditions as those enumerated in Acts 1971 , Reg. Sess., No. 71-1320, p. 2269, §2, which constitutes a public nuisance; and

WHEREAS, the Report and Affidavit of the Manager proves to the satisfaction of the City Council that the conditions that exist upon and/or in front of the referenced property constitute a public nuisance in accordance with Acts 1971 , Reg. Sess., No. 71-1320, p. 2269.

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

1. That, in accordance with Acts 1971 , Reg. Sess., No. 71-1320, p. 2269, the conditions as described in the Manager's Report and Affidavit existing upon and/or in front of the property at 2209 Apache Dr Nw, Huntsville, AL, 35810, more particularly described as follows wit: LOT 9 BLK 8 MT CHARRON ESTS 5TH ADD PB 4 PG 114, are found and hereby declared to be a public nuisance, which must be abated by the removal of said public nuisance.

2. That a meeting of the City Council shall be held at 5:30 pm, on August 28, 2025, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, in order to hear and consider all objections or protests, if any, to the proposed removal of said nuisance.

3. Community Development is hereby appointed to cause to be conspicuously posted in front of the property on which or in front of which the aforesaid nuisance exists, at not more than 100 feet in distance apart, but not less than two in all, notices headed, "Notice to Remove Public Nuisance", such heading to be in words not less than 1 inch in height and substantially in the following form:

NOTICE TO REMOVE PUBLIC NUISANCE

Notice is hereby given that on the 14th of August, 2025, the City Council of the City of Huntsville, Alabama, passed a resolution declaring that a public nuisance exists upon or in front of the property at 2209 Apache Dr Nw, Huntsville, AL, 35810 in said City of Huntsville, Alabama, and more particularly described in said resolution, and that the same constitutes a public nuisance, which must be abated by the removal of said public nuisance, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which and/or in front of which such public nuisance is removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for other particulars.

All property owners having any objections to the proposed removal of said public nuisance are hereby notified to attend a meeting of the City Council of the City of Huntsville, Alabama, to be held at 5:30 pm, on August 28, 2025, in the City Council Chambers in the

Municipal Building of the City of Huntsville, Alabama, when their objections will be heard and given due consideration.

Dated this the 14th day of August, 2025.

City of Huntsville, Alabama

_____
By: Scott Erwin
Manager, Community Development
of the City of Huntsville, Alabama
Phone: (256) 427-5400

4. That the said notice shall be posted at least five days prior to the time set therein for hearing objections by the City Council of the City of Huntsville, Alabama. In addition, Community Development, is hereby ordered to mail a copy of said notice to the owner(s) of the property at least five days before the meeting at which objections will be heard, such notice to be mailed to the person last assessing the property for taxes according to the records of the Madison County Tax Assessor as well as to the current owner(s) of record according to the Madison County Probate Records if different than the owner(s) last assessed.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor
of the City of Huntsville, Alabama

REPORT AND AFFIDAVIT
COMMUNITY DEVELOPMENT DIVISION
CITY OF HUNTSVILLE, ALABAMA

TO: THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: 07/07/2025
RE: Public Nuisance

Before me, the undersigned, a notary in and for said County in said State, personally appeared Scott Erwin, who, after being by me duly sworn, deposes and says on oath as follows:

1. My name is Scott Erwin. My business address is 305 Fountain Cir, Third Floor, Huntsville, Alabama 35801. I am over the age of nineteen (19) years and am competent to make this Affidavit. I have personal knowledge of the matters set out herein.

2. My current title is Manager of the Community Development Division of the City of Huntsville.

3. Upon and/or in front of the following described property within the city limits of Huntsville:

2209 Apache Dr Nw, more particularly described as follows to-wit: LOT 9 BLK 8 MT CHARRON ESTS 5TH ADD PB 4 PG 114,

I have found to exist, as of July 7, 2025, the abandoned, neglected, and non-maintained swimming pool (pool has become a breeding ground for mosquitoes, snakes and other vermin, insects, there are signs of algae and mold, signs of stagnant, non-circulating, non-treated water, signs that the pool presents a danger of accidental drowning over and above the danger inherently associated with the presence of a pool, and signs that the pool has become unsightly and/or unsanitary due to abandonment or neglect). As a result, I have determined that the stated conditions constitute a public nuisance. (See attached hereto and incorporated herein by reference photographs of the subject property taken on July 7, 2025, which fairly and accurately shows how the property appeared on said date.)

4. It is my recommendation that a public nuisance be declared to exist upon and/or in front of said property.

_____
SCOTT ERWIN

SWORN TO AND SUBSCRIBED BEFORE ME this the 7th day of July, 2025.

_____
Notary Public
My commission expires: 02/07/2028

KIMBERLY DANIELLE ERB
NOTARY PUBLIC
MY COMMISSION EXPIRES 02-07-2028
ALABAMA STATE AT LARGE

2209 Apache Dr Nw



2209 Apache Dr Nw



2209 Apache Dr Nw



2209 Apache Dr Nw



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-668

Department: Community Development

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

Resolution to declare a public nuisance located at 2407 Oakwood Ave Nw, Huntsville, AL and to set the date for when objections will be heard (August 28, 2025).

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: 2407 Oakwood Ave Nw, Huntsville, AL
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This resolution declares a junk public nuisance at 2407 Oakwood Ave Nw and sets the date for a public hearing when comments can be made.

RESOLUTION NO. 25-

WHEREAS, the Manager of Community Development of the City of Huntsville, Alabama ("Director") has reported in a Report and Affidavit, a copy of which is attached hereto and incorporated herein by reference, that upon and/or in front of the property situated at 2407 Oakwood Ave Nw, Huntsville, AL, 35810, there exists certain conditions as those enumerated in Acts 1971, Reg. Sess., No. 71-1320, p. 2269, §2, which constitutes a public nuisance; and

WHEREAS, the Report and Affidavit of the Manager proves to the satisfaction of the City Council that the conditions that exist upon and/or in front of the referenced property constitute a public nuisance in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269.

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

1. That, in accordance with Acts 1971, Reg. Sess., No. 71-1320, p. 2269, the conditions as described in the Manager's Report and Affidavit existing upon and/or in front of the property at 2407 Oakwood Ave Nw, Huntsville, AL, 35810, more particularly described as follows wit: LOT 17 BL 2 CANTERBURY S/D A RESUB OF LOTS 5 & 6 OGLESBY S/D , are found and hereby declared to be a public nuisance, which must be abated by the removal of said public nuisance.

2. That a meeting of the City Council shall be held at 5:30 pm, on August 28, 2025, in the City Council Chambers in the Municipal Building of the City of Huntsville, Alabama, in order to hear and consider all objections or protests, if any, to the proposed removal of said nuisance.

3. The Manager is hereby appointed to cause to be conspicuously posted in front of the property on which or in front of which the aforesaid nuisance exists, at not more than 100 feet in distance apart, but not less than two in all, notices headed, "Notice to Remove Public Nuisance", such heading to be in words not less than 1 inch in height and substantially in the following form:

NOTICE TO REMOVE PUBLIC NUISANCE

> Notice is hereby given that on the 14th of August, 2025, the City Council of the City of Huntsville, Alabama, passed a resolution declaring that a public nuisance exists upon or in front of the property at 2407 Oakwood Ave Nw, Huntsville, AL, 35810 in said City of Huntsville, Alabama, and more particularly described in said resolution, and that the same constitutes a public nuisance, which must be abated by the removal of said public nuisance, otherwise they will be removed and the nuisance will be abated by the municipal authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which and/or in front of which such public nuisance is removed, and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said resolution for other particulars.
>
> All property owners having any objections to the proposed removal of said public nuisance are hereby notified to attend a meeting of the City Council of the City of Huntsville, Alabama, to be held at 5:30 pm, on August 28, 2025, in the City Council

Chambers in the Municipal Building of the City of Huntsville, Alabama, when their objections will be heard and given due consideration.

Dated this the 14th of August, 2025.

City of Huntsville, Alabama

_____

By: Scott Erwin
Manager, Community Development
of the City of Huntsville, Alabama
Phone: (256) 427-5400

4. That the said notice shall be posted at least five days prior to the time set therein for hearing objections by the City Council of the City of Huntsville, Alabama. In addition, Scott Erwin, Manager of Community Development, is hereby ordered to mail a copy of said notice to the owner(s) of the property at least five days before the meeting at which objections will be heard, such notice to be mailed to the person last assessing the property for taxes according to the records of the Madison County Tax Assessor as well as to the current owner(s) of record according to the Madison County Probate Records if different than the owner(s) last assessed.

ADOPTED this the 14th of August, 2025.

_____

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

APPROVED this the 14th of August, 2025.

_____

Mayor
of the City of Huntsville, Alabama

REPORT AND AFFIDAVIT
COMMUNITY DEVELOPMENT DIVISION
CITY OF HUNTSVILLE, ALABAMA

TO: THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA
DATE: July 24, 2025
RE: Public Nuisance

Before me, the undersigned, a notary in and for said County in said State, personally appeared Scott Erwin, who, after being by me duly sworn, deposes and says on oath as follows:

1. My name is Scott Erwin. My business address is 305 Fountain Cir, Third Floor, Huntsville, Alabama 35801. I am over the age of nineteen (19) years and am competent to make this Affidavit. I have personal knowledge of the matters set out herein.

2. My current title is Manager of the Community Development Division of the City of Huntsville, Alabama ("City").

3. Upon and/or in front of the following described property within the city limits of Huntsville:

2407 Oakwood Ave Nw, Huntsville, AL, 35810 more particularly described as follows to-wit:
LOT 17 BL 2 CANTERBURY S/D A RESUB OF LOTS 5 & 6 OGLESBY S/D

I have found to exist, as of July 24, 2025, a white Pontiac SUV (on blocks, wheel missing, not in road operational condition) located on driveway, paper, plastic, cardboard boxes, scrap metal, scrap wood, household items, clothes dryer, auto tires, and other debris located on property. As a result, I have determined that the stated conditions constitute a public nuisance. See attached hereto and incorporated herein by reference photographs of the subject property taken on July 24, 2025, which fairly and accurately shows how the property appeared on said date.

4. It is my recommendation that a public nuisance be declared to exist upon and/or in front of said property.

SCOTT ERWIN

SWORN TO AND SUBSCRIBED BEFORE ME this the 24th day of July, 2025.

Notary Public
My commission expires: 02/07/2028

KIMBERLY DANIELLE ERB
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
02-07-2028

2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



2407 Oakwood Ave Nw



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-669

Department: Planning

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

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

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

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

Department: Planning

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

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

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 25-

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

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

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

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

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

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

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

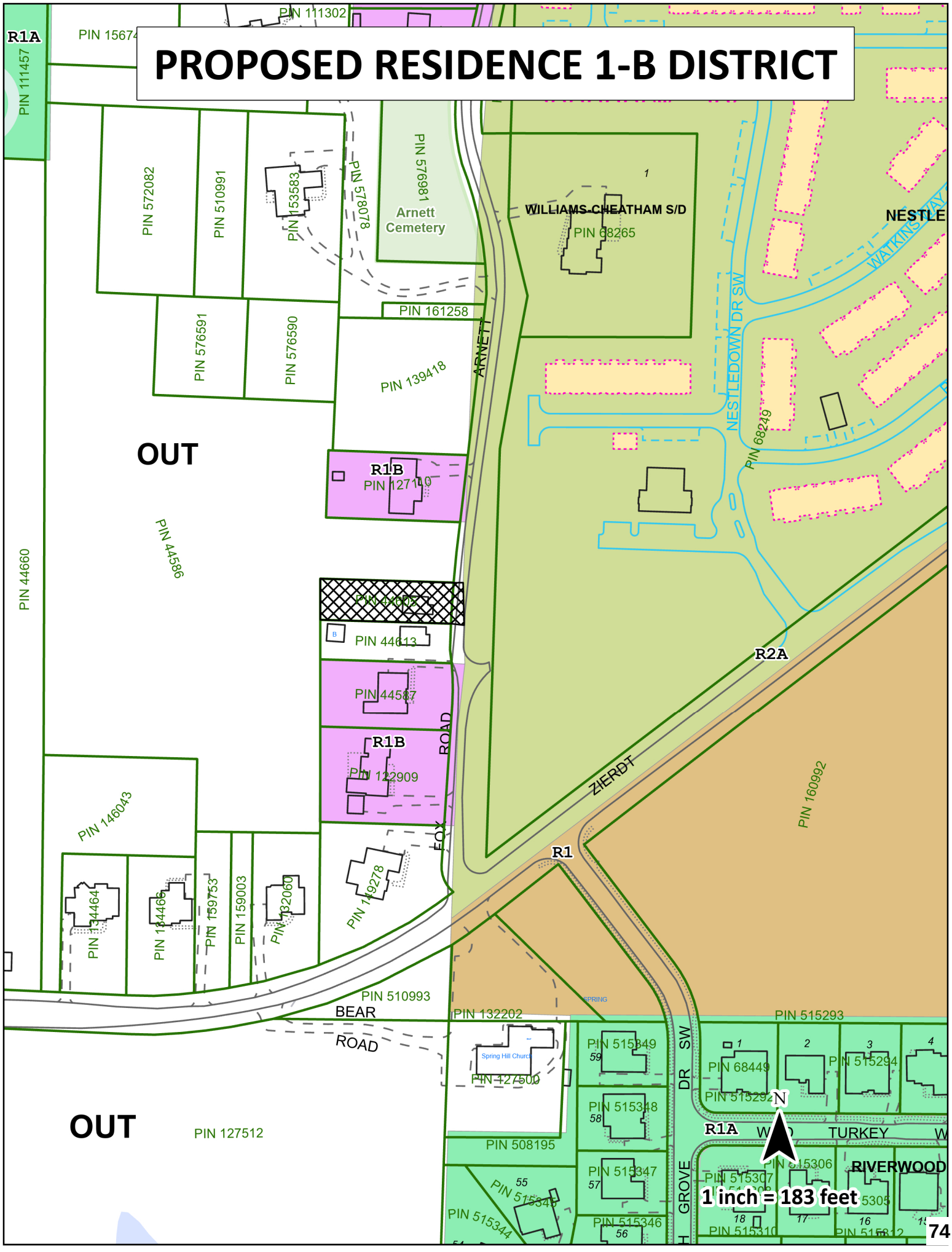
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1-B DISTRICT
R1A
PIN 111457
PIN 111302
PIN 572082
PIN 510991
PIN 153583
PIN 578078
PIN 576981
Arnett Cemetery
WILLIAMS-CHEATHAM S/D
PIN 68265
NESTLE
WATKINS WAY
NESTLEDOWN DR SW
PIN 68249
PIN 161258
PIN 576591
PIN 576590
PIN 139418
ARNETT
OUT
R1B
PIN 127110
PIN 44586
PIN 44660
PIN 44613
PIN 44587
R2A
ROAD
ZIERDT
PIN 160992
R1
PIN 146043
PIN 144464
PIN 144465
PIN 159753
PIN 159003
PIN 132060
PIN 149278
FOX
PIN 510993
BEAR
ROAD
PIN 132202
SPRING
Spring Hill Church
PIN 427500
PIN 515293
PIN 515349
PIN 68449
PIN 515294
PIN 515292
PIN 515348
PIN 508195
R1A
TURKEY
PIN 515347
PIN 515306
PIN 515307
RIVERWOOD
PIN 515305
PIN 515344
PIN 515345
PIN 515346
PIN 515310
PIN 515312
GROVE
DR SW
OUT
PIN 127512
N
1 inch = 183 feet

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-670

Department: Planning

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

Resolution to set a public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5805

Department: Planning

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

Resolution to set a public hearing on the zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

(1) The zoning of 121.73 acres of land lying on the north and south side of Little Cove Road and west of US Hwy 72 E to Residence 1 and Residence 2 Districts.

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

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

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

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

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

ORDINANCE NO. 25-

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

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

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

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

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

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

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

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

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

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

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

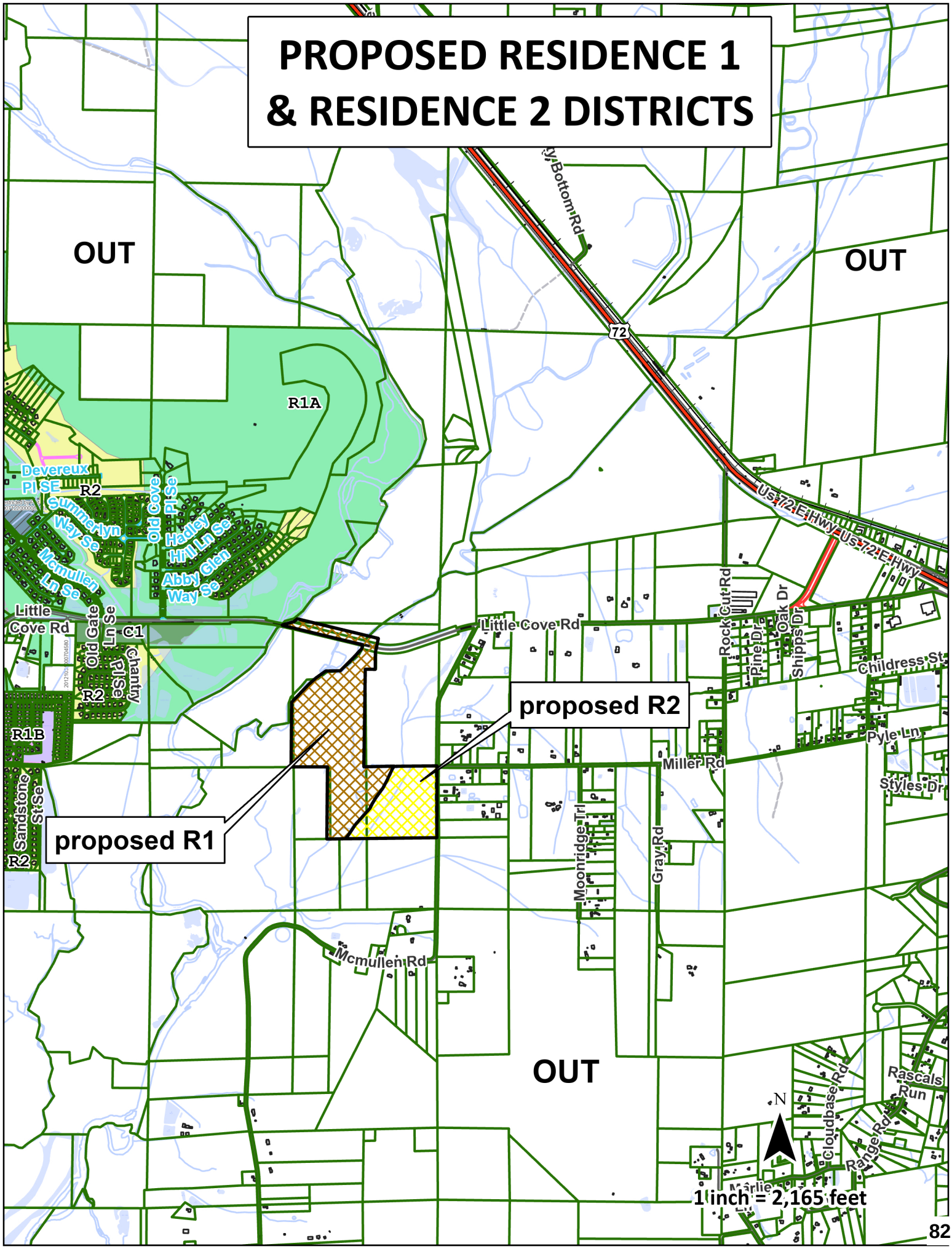
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-671

Department: Planning

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

Resolution to set a public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5808

Department: Planning

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

Resolution to set a public hearing on the zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

(1) The zoning of 6.40 acres of land lying on the west side of Segers Road and north of Hardiman Road to Planned Industrial District.

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

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

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

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

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

ORDINANCE NO. 25-

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

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

1. That the following area, land lying on the west side of Segers Road and north of Hardiman Road, which area is a newly annexed area of the City of Huntsville, Limestone County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Planned Industrial District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

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

INCLUDING

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

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

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

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

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

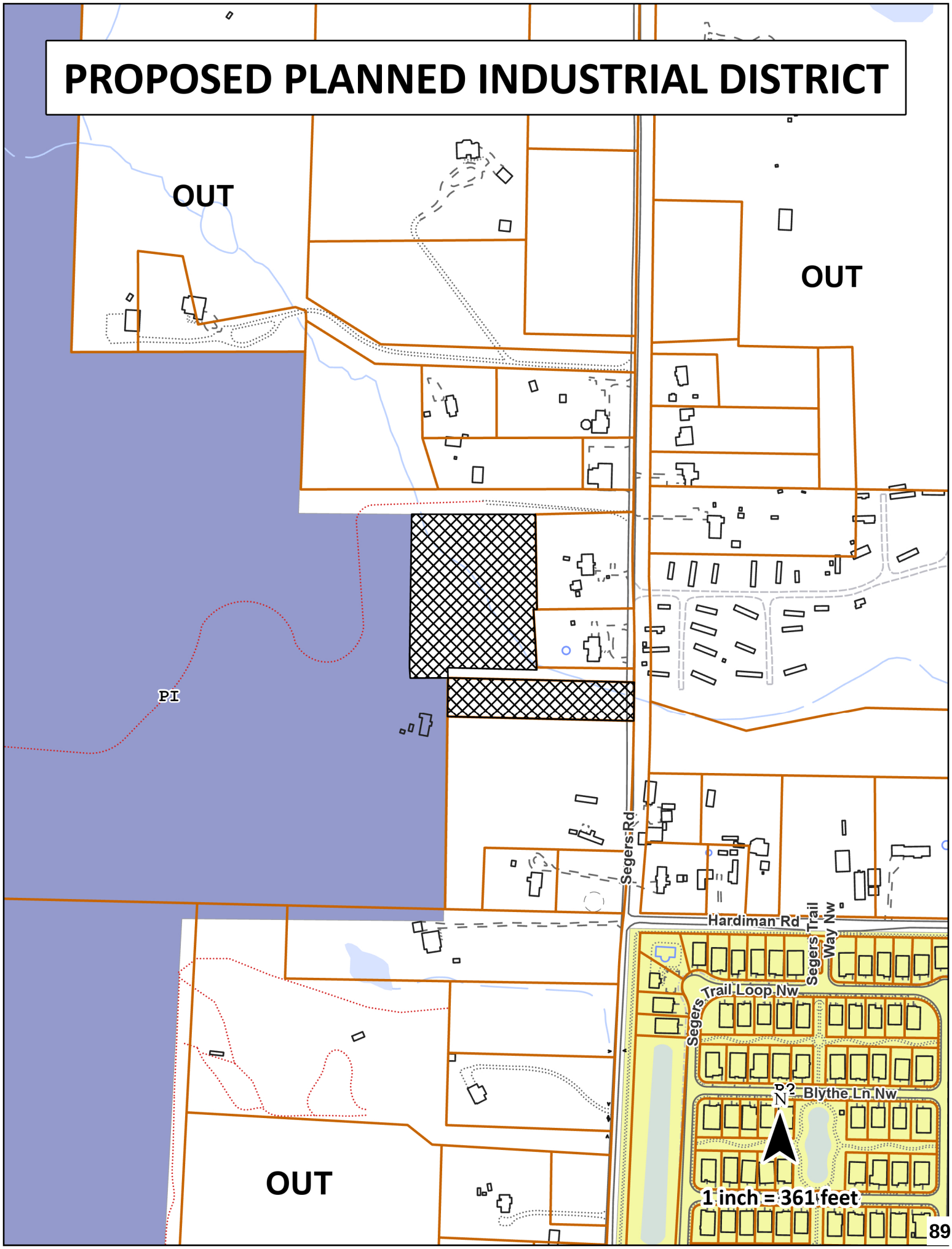
ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

PROPOSED PLANNED INDUSTRIAL DISTRICT



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-672

Department: Planning

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

Resolution to set a public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5809

Department: Planning

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

Resolution to set a public hearing on the zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 District and Industrial Park District; and the introduction of an Ordinance pertaining to the same. (Set September 25, 2025 Regular Council Meeting)

Resolution No.
Ordinance No.

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

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

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 25-

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

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

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

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

(1) The zoning of 1,013.96 acres of land lying on the south of River Loop Road, and east and west of Vaughn Road to Residence 1 and 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 27th day of August, 2025, and the second publication shall be one week thereafter on the 3rd day of September, 2025, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

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

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

ORDINANCE NO. 25-

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

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

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

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

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

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

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

TRACT 1:

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

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

TRACT 2:

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

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

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

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

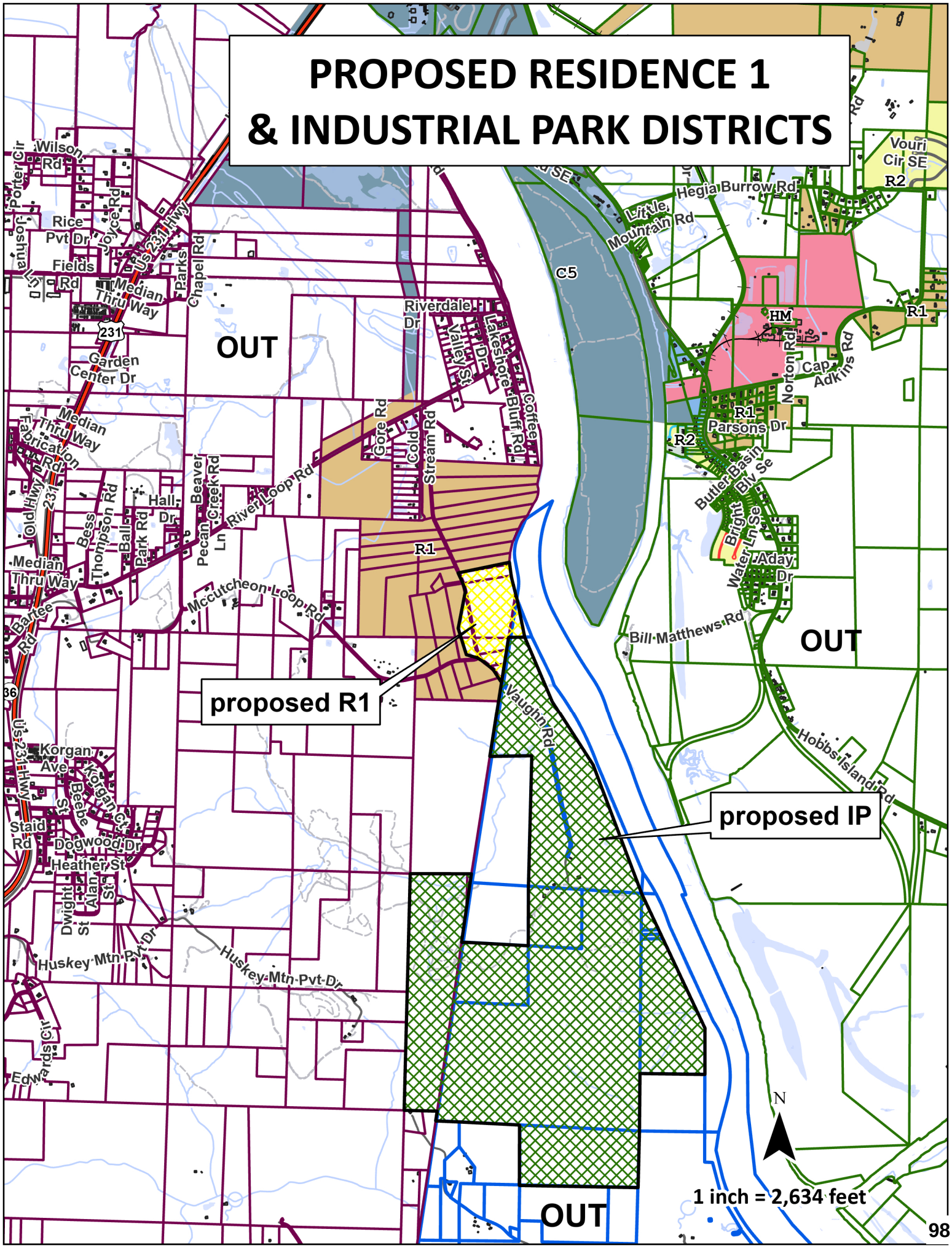
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 1
& INDUSTRIAL PARK DISTRICTS
OUT
R1
proposed R1
proposed IP
OUT
OUT
C5
R2
R1
HM
R1
R2
Wilson Rd
Porter Cir
Rice Pvt Dr
Joyce Rd
Johnson Ln
Fields Rd
US 231 Hwy
Median Thru Way
231
Parks Chapel Rd
Garden Center Dr
Riverdale Dr
Valley St
Lakeshore Dr
Bluff Rd
Coffee
Gore Rd
Cold Stream Rd
Fabrication Rd
Old Hwy 231
Beaver Creek Rd
River Loop Rd
Hall Dr
Bess Thompson Rd
Ball Park Rd
Pecan Ln
Median Thru Way
Mccutcheon Loop Rd
Bartee Rd
36
Us 231 Hwy
Korgan Ave
Korgan Ct
Beebe St
Staid Rd
Dogwood Dr
Heather St
Alan St
Dwight St
Huskey Mtn Pvt Dr
Huskey Mtn Pvt Dr
Edwards Cir
Vaughn Rd
Hegia Burrow Rd
Little Mountain Rd
Vouri Cir SE
Norton Rd
Cap Adkins Rd
Parsons Dr
Butler Basin Blv Se
Bright Water Ln Se
Aday Dr
Bill Matthews Rd
Hobbs Island Rd
N
1 inch = 2,634 feet
98

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-673

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: $ 38,264,861.85

Total Cost: $ 38,264,861.85

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: $38,264,861.85

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5788

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: $ 38,264,861.85

Total Cost: $ 38,264,861.85

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: $38,264,861.85

RESOLUTION NO. 25 - _____

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

$38,264,861.85

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 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	12,843,553.05
1005	HEALTH & LIFE BENEFITS	$	1,249,235.35
1010	GENERAL RESTRICTED DONATIONS	$	64,859.76
2000	PUBLIC TRANSIT	$	1,551,565.78
2001	PUBLIC TRANSIT STATION GRANT	$	-
2100	COMMUNITY DEV BLOCK GRANT	$	291,558.56
2101	COMMUNITY DEV COVID	$	-
2200	COMMUNITY DEV HOUSING	$	150,000.00
2201	COMMUNITY DEV ARP	$	-
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	72,158.75
2501	HUD CNI GRANT	$	260,093.20
2600	OPOID SETTLEMENT	$	-
3000	6.5 MILL DEBT PROPERTY TAX	$	2,372,480.29
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	3,601,146.51
3030	1990 SCHOOL SUPPORT	$	-
3040	LODGING & LIQUOR TAXES	$	753,726.68
3050	1% LODGING TAX 2003	$	408,472.85
3060	1% LODGING TAX 2013	$	156,365.00
3080	2014 CAPITAL IMPROVEMENTS	$	1,743,555.58
3202	TIF 2	$	-
3203	TIF 3A	$	-
3204	TIF 4	$	1,410,103.70
3310	7 CENT STATE GASOLINE TAX	$	415,549.58
3420	CIRCUIT COURT ASSET FORFEITURE	$	-
3430	STAC SEIZURE-CIR COURT	$	3,799.34
3435	STAC SEIZURE-FED COURT	$	-
3500	1995 CORRECTIONS	$	-
3510	COURT VICTIM RESTITUTION	$	-
3520	COURT $2 REVENUE	$	-

3550	CEMETERY LAND	$	395.11
3560	CEMETERY PERPETUAL CARE	$	5,712.85
3700	CUMMINGS RESEARCH PARK	$	-
3900	EMERGENCY MANAGEMENT AGENCY	$	80,028.89
3910	ALABAMA CONSTITUTION VILLAGE	$	75,808.59
3930	BURRITT MEMORIAL COMMITTEE	$	47,777.83
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	$	38,928.22
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	80,249.32
4016	2022 VBC DEBT BORROW	$	-
4017	2023 FUTURE PROJECT BORROW	$	4,075,291.17
4018	2023B APOLLO BORROW	$	2,500.00
4019	2023D SCHOOL BORROW	$	-
4020	VBC BORROW	$	1,314,317.74
4021	2025 FUTURE PROJECTS BORROW	$	655,668.13
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	1,968,718.71
6010	WPC CMOM RESERVE	$	360,926.54
6020	WPC R&R RESERVE	$	128,899.82
6030	WPC ECONOMIC DEVELOPMENT	$	565,308.20
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	2,488.19
6050	2023C WPC SEWER BORROW	$	-
6200	SANITATION	$	571,394.36
6500	PBA - AMPHITHEATER	$	378,040.04
7000	POST-RETIREMENT BENEFITS TRUST	$	564,184.16
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	-
	TOTAL	**$**	**38,264,861.85**

Vendor Expense Report

07/16/2025 through 08/05/2025

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	4IMPRINT, INC.	1000-30-30100-515340-00000000-	13955176	TSHIRTS AND SWAG FOR PARKS AND RECREATION MONTH	106121	7/22/2025	2,914.38
		Total Paid by Vendor					**2,914.38**
	535 GROUP LLC	1000-19-00000-515370-00000000-	2025-06	POP:06/01/25-06/30/25- FOR 535 CONSULTING 24-773	106287	7/29/2025	9,000.00
		1000-19-00000-515370-00000000-	2025-07	POP: 07/01/25-07/31/25- FOR 535 CONSULTING 24-773	106287	7/29/2025	9,000.00
		1000-19-00000-515370-00000000-	2025-04	POP: 04/01/25-04/30/25-FOR 535 CONSULTING 24-773	106287	7/29/2025	9,000.00
		1000-19-00000-515370-00000000-	2025-08	POP:08/01/25-08/31/25-FOR 535 CONSULTING 24-773	106442	8/5/2025	9,000.00
		Total Paid by Vendor					**36,000.00**
	A HARBIN INC.	1000-52-52600-515340-00000000-	172589	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90007800	7/29/2025	107.76
		1000-52-52300-515340-00000000-	172767	SUPPLY ITEMS FOR LANDSCAPE DIVISIONS (BLANKET)	90007800	7/29/2025	17.97
		Total Paid by Vendor					**125.73**
	ACUITY SPECIALTY PRODUCTS, INC.	1000-42-42200-515310-00000000-	9011462051	ZEP SOAP FOR STATIONS	106122	7/22/2025	771.75
		Total Paid by Vendor					**771.75**
	ADVANCED SYSTEMS CONCEPTS, INC.	1000-17-17100-515250-00000000-	0047024	POP: 08/10/25-08/10/26 FTP 3RD YEAR PURCHASE	90007872	8/5/2025	2,499.00
		Total Paid by Vendor					**2,499.00**
	AHEAD, INC	1000-00-00000-140200-00000000-	INV000014330	POP:07/02/25-07/01/26-VMWARE VSPHERE FOUNDATION 8	106123	7/22/2025	87,861.44
		Total Paid by Vendor					**87,861.44**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	412653	Payroll Run 1 - Warrant 250720	106268	7/24/2025	22,760.95
		Total Paid by Vendor					**22,760.95**
	ALABAMA CONCRETE INC	1000-75-75300-515340-00000000-	165065	CONCRETE FOR POLE RELOCATION-JEFFERSON/SPRING	90007711	7/22/2025	421.00
		Total Paid by Vendor					**421.00**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	412655	Payroll Run 1 - Warrant 250720	106269	7/24/2025	1,440.18
		1000-14-14100-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	10,829.98
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	3.69
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	74.31
		1000-70-70200-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	3.39
		Total Paid by Vendor					**12,351.55**
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	343872	2025 BLNKT FLAGS & HARDWARE ETC.	90007787	7/29/2025	74.50
		1000-14-14300-513010-00000000-	343898	2025 BLNKT FLAGS & HARDWARE ETC.	90007787	7/29/2025	49.50
		Total Paid by Vendor					**124.00**
	ALABAMA INSTITUTE OF DEAF AND BLIND	1000-55-55300-515340-00000000-	IVC-322980	RAGS FOR PWS MAINT	106444	8/5/2025	329.68
		Total Paid by Vendor					**329.68**
	ALERT-ALL CORPORATION	1000-42-42100-515430-00000000-	225070130	FIRE PREVENTION MATERIALS	106289	7/29/2025	8,696.00
		Total Paid by Vendor					**8,696.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	51347	COM TX 071625/51347	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51348	COM TX 071625/51348	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51349	COM TX 071625/51349	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51350	COM TX 071625/51350	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51351	COM TX 071625/51351	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51352	COM TX 071625/51352	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51355	COM TX 071625/51355	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51356	COM TX 071625/51356	106125	7/22/2025	300.00
		1000-15-15100-513030-00000000-	51361	COM TX 071625/51361	106125	7/22/2025	120.00
		1000-15-15100-513030-00000000-	51362	COM TX 071625/51362	106125	7/22/2025	40.00
		1000-15-15100-513030-00000000-	51363	COM TX 071625/51363	106125	7/22/2025	40.00
		1000-15-15100-513030-00000000-	51364	COM TX 071625/51364	106125	7/22/2025	40.00
		1000-15-15100-513030-00000000-	51365	COM TX 071625/51365	106125	7/22/2025	40.00
		1000-15-15100-513030-00000000-	51366	COM TX 071625/51366	106125	7/22/2025	80.00
		Total Paid by Vendor					**2,760.00**
	ALLGAS INC	1000-55-55400-514010-00000000-	4592229	POP: 07/17/25-MAINT BLANKET PROPANE	106290	7/29/2025	78.00
		1000-55-55400-514010-00000000-	4586002	POP: 07/11/25 -Q4-MAINT BLANKET PROPANE	106290	7/29/2025	69.63
		1000-55-55400-514010-00000000-	4581832	POP: 07/10/25 -Q4-MAINT BLANKET PROPANE	106290	7/29/2025	32.39
		1000-55-55400-514010-00000000-	4563553	CREDIT MEMO FOR INVOICE 4545617	106290	7/29/2025	-7.16
		1000-55-55400-514010-00000000-	4605216	POP: 07/29/25 - FY25-Q4-MAINT BLANKET PROPANE	106446	8/5/2025	64.22
		Total Paid by Vendor					**237.08**
	ALLISON JOHNSON	1000-74-74400-515520-00000000-	1092	POP: 06/01/25-07/31/25-ANTHEM PERFORMERS	106291	7/29/2025	720.00
		Total Paid by Vendor					**720.00**

ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446204 7/20/25	PPE 7/20/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	106292	7/29/2025	11,722.70
	1000-00-00000-210300-00000000-	M0116446204 7/20/25	PPE 7/20/25 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	106292	7/29/2025	8,949.28
	Total Paid by Vendor					**20,671.98**
ALTA PLANNING & DESIGN INC	1000-74-74100-515370-PN200003-00003	304.0002023.249-17	POP: 04/26/25-05/23/25 -MPO BICYCLE PLAN	106126	7/22/2025	18,932.36
	1000-74-74100-515370-PN200003-00003	304.0002023.249-18	POP: 05/24/25-06/27/25 -MPO BICYCLE PLAN	106126	7/22/2025	22,244.61
	Total Paid by Vendor					**41,176.97**
AMAZON CAPITAL SERVICES INC	1000-55-55100-515340-00000000-	1NCF-C6YJ-1JJ6	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007712	7/22/2025	1,704.00
	1000-55-55300-515340-00000000-	1NCF-C6YJ-1JJ6	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007712	7/22/2025	2,627.00
	1000-55-55400-515340-00000000-	1NCF-C6YJ-1JJ6	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007712	7/22/2025	1,710.98
	1000-53-53400-515340-00000000-	1XGJ-39PH-DV73	BRITTNI RIVES 500B CHURCH ST 2ND FLR 2564276827	90007712	7/22/2025	28.85
	1000-53-53100-515340-00000000-	1H1M-LPX7-FYMF	BRITTNI RIVES 500B CHURCH ST 2ND FLR 2564276827	90007712	7/22/2025	82.59
	1000-53-53400-515340-00000000-	1H1M-LPX7-FYMF	BRITTNI RIVES 500B CHURCH ST 2ND FLR 2564276827	90007712	7/22/2025	32.98
	1000-55-55300-515340-00000000-	1LDQ-N6VR-JNV3	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007712	7/22/2025	1,123.43
	1000-52-52900-515520-00000000-	17RF-9VV7-Q1YH	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007712	7/22/2025	101.06
	1000-17-17400-515340-00000000-	1G6N-VR6V-W9PV	305 FOUNTAIN CR/DTHOMAS/4276703 - ANTENNA GS	90007712	7/22/2025	228.91
	1000-75-75100-515340-00000000-	1G74-RVVQ-47HC	M.MILLS,2100 CLINTON AVE W., 256-427-5563	90007712	7/22/2025	12.73
	1000-30-30200-515340-00000000-	1HYR-KCXH-3VM7	2411 9TH AVE. SW REGINA J. 256-564-8026	90007712	7/22/2025	343.64
	1000-30-30200-515340-00000000-	166N-K3JJ-4M9G	CREDIT MEMO FOR INVOICE 1HYR-KCXH-3VM7	90007712	7/22/2025	-24.99
	1000-30-30100-515340-00000000-	1CPL-14P9-VD6X	2411 9TH AVE. SW LUCY Y. 256-564-8026	90007712	7/22/2025	55.98
	1000-30-30100-515340-00000000-	1V41-6V9D-R9CY	2411 9TH AVE. SW LUCY Y. 256-564-8026	90007712	7/22/2025	60.64
	1000-30-30100-515340-00000000-	1YG6-1N6K-DWM6	2411 9TH AVE. SW LUCY Y. 256-564-8026	90007712	7/22/2025	60.64
	1000-30-30100-515340-00000000-	1KTT-QTNT-NQ3P	2411 9TH AVE. SW LUCY Y. 256-564-8026	90007712	7/22/2025	401.88
	1000-30-30100-515340-00000000-	1P6R-RH6R-RDTX	2411 9TH AVE. SW LUCY Y. 256-564-8026	90007712	7/22/2025	55.98
	1000-30-30600-515340-00000000-	1TY4-D6WN-HLYQ	2411 9TH AVE SW, JERRY S. 256-564-8026	90007712	7/22/2025	5.97
	1000-17-17400-515340-00000000-	1TL9-HHVK-P9H1	305 FOUNTAIN CR/DTHOMAS/4276703 - ANTENNA CLINIC	90007712	7/22/2025	86.34
	1000-52-52600-515340-00000000-	1PG9-JW9L-YLFJ	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007712	7/22/2025	100.32
	1000-12-12100-515310-00000000-	1XCX-QGJD-P6TK	305 FOUNTAIN CIRCLE-AUBRIE BENSON-256-427-5253	90007712	7/22/2025	205.70
	1000-30-30400-515520-00000000-	1YJK-HX79-1MPG	2411 9TH AVE. SW DAVID D. 256-564-8026	90007712	7/22/2025	691.29
	1000-41-41303-515340-00000000-	14WR-T1WW-XTHM	J. FANNING/704 FIBER ST/256-427-7174	90007712	7/22/2025	57.54
	1000-18-00000-515340-00000000-	1YJK-HX79-3DRH	OFC SUPP-305 FOUNTAIN CIR.JCOX427-5026	90007712	7/22/2025	34.98
	1000-41-41110-515340-00000000-	1NWG-GGNF-HH19	S. TRONCONE/704 FIBER ST/256-427-7034	90007712	7/22/2025	167.17
	1000-30-30200-515340-00000000-	1H39-KJ3F-V3LK	2411 9TH AVE. SW DORIANNE J. 256-564-8026	90007712	7/22/2025	133.95
	1000-42-42100-515340-00000000-	1HRH-LJGY-V9P3	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007788	7/29/2025	838.38
	1000-42-42100-515340-00000000-	19FW-QCP7-WMMH	CREDIT MEMO FOR INVOICE 1HRH-LJGY-V9P3	90007788	7/29/2025	-153.13
	1000-42-42100-515340-00000000-	1XGJ-39PH-9YXL	CREDIT MEMO FOR INVOICE 1HRH-LJGY-V9P3	90007788	7/29/2025	-153.13
	1000-30-30200-515340-00000000-	19KW-YKTM-41GD	2411 9TH AVE. SW REGINA J. 256-564-8026	90007788	7/29/2025	43.98
	1000-30-30200-515340-00000000-	17L3-WYT6-C19C	2411 9TH AVE. SW REGINA J. 256-564-8026	90007788	7/29/2025	452.69
	1000-14-14300-513010-00000000-	1J9W-DD1N-KGRT	615 WASHINGTON STREET 35801 256-427-5660 T.IRIAS	90007788	7/29/2025	25.63
	1000-43-00000-515340-00000000-	1C4R-WNQF-KWF3	815 WHEELER AVENUE NETTA S. 256-427-7803	90007788	7/29/2025	488.60
	1000-41-41250-515340-00000000-	1DNT-Q7TQ-RF7J	T. MCILWAIN/704 FIBER ST/256-427-7174	90007788	7/29/2025	228.67
	1000-52-52400-515340-00000000-	1LMR-9V96-4NDF	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007788	7/29/2025	110.37
	1000-16-16100-515340-00000000-	1LYC-YJTC-M13P	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007788	7/29/2025	77.48
	1000-16-16100-515340-00000000-	1P6J-GPQC-69GD	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007788	7/29/2025	4.43
	1000-16-16100-515520-00000000-	1P6J-GPQC-69GD	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007788	7/29/2025	7.59
	1000-16-16300-515340-00000000-	1P6J-GPQC-69GD	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007788	7/29/2025	125.89
	1000-41-41305-515340-00000000-	1P6J-GPQC-939N	J. BARCLAY/5365 TRIANA BLVD/256-746-4409	90007788	7/29/2025	84.99
	1000-43-00000-515340-00000000-	1QQ9-G749-CDC3	815 WHEELER AVENUE NETTA S. 256-427-7803	90007788	7/29/2025	516.43
	1000-16-16100-515340-00000000-	1RPP-FTQF-CP1T	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007788	7/29/2025	260.58
	1000-42-42200-515130-00000000-	1VG9-MKDR-YPJN	KITCHEN JULIE A 2219 HALL AVE 2567053075	90007788	7/29/2025	57.56
	1000-10-10200-515340-00000000-	1VG9-MKDR-77R6	305 FOUNTAIN CIRCLE/ALLISON HARBIN/256-427-5009	90007788	7/29/2025	14.95
	1000-41-41250-515340-00000000-	1X6C-11H7-7CY3	T. MCILWAIN/2320 1ST ST/256-427-5580	90007788	7/29/2025	100.68
	1000-10-10200-515340-00000000-	1YKT-FGXY-YDFH	305 FOUNTAIN CIRCLE/ALLISON HARBIN/256-427-5009	90007788	7/29/2025	14.95
	1000-42-42100-515340-00000000-	17J7-G9CT-YKWC	SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007788	7/29/2025	346.60
	1000-30-30400-515520-00000000-	17XJ-J3QF-DRN6	2411 9TH AVE. SW DAVID D. 256-564-8026	90007788	7/29/2025	2,863.48
	1000-42-42100-515340-00000000-	1NKV-VCXL-VLMP	KITCHEN JULIE A 2219 HALL AVE 2567053075	90007788	7/29/2025	413.12
	1000-50-00000-515160-00000000-	149P-WN3N-K3JQ	STEFANY MOSELEY 4950 TRIANA BLVD HSV 256-650-4751	90007788	7/29/2025	380.97
	1000-16-16100-515340-00000000-	1HHL-X1VN-CYR1	CREDIT MEMO FOR INVOICE 1T7M-339J-9G3H	90007788	7/29/2025	-259.89
	1000-42-42200-515130-00000000-	1PL1-YQ17-4FLR	CREDIT MEMO FOR INVOICE 1VG9-MKDR-YPJN	90007788	7/29/2025	-28.78
	1000-30-30200-515340-00000000-	1G6N-VR6V-GFCN	2411 9TH AVE. SW BRENT A. 256-564-8026	90007788	7/29/2025	366.99
	1000-30-30400-515520-00000000-	1DH4-GT61-1Y7Q	2411 9TH AVE SW, DAVID D. 256-564-8026	90007788	7/29/2025	3,485.15
	1000-10-00000-515340-00000000-	1M7G-QDVC-HM3K	305 FOUNTAIN CIRCLE/ALLISON HARBIN/256-427-5009	90007875	8/5/2025	229.00

	1000-10-00000-515340-00000000-	17MX-KMM3-L7R1	CREDIT MEMO FOR INVOICE 1M7G-QDVC-HM3K	90007875	8/5/2025	-229.00
	1000-42-42100-515340-00000000-	1QQG-FRTP-HCJR	JANITORIAL JULIE A 2219 HALL AVE 2567053075	90007875	8/5/2025	56.99
	1000-42-42200-515130-00000000-	1QQG-FRTP-HCJR	JANITORIAL JULIE A 2219 HALL AVE 2567053075	90007875	8/5/2025	87.99
	1000-42-42200-515310-00000000-	1QQG-FRTP-HCJR	JANITORIAL JULIE A 2219 HALL AVE 2567053075	90007875	8/5/2025	51.16
	1000-14-14300-515340-00000000-	1KNQ-Y1NT-1P1T	615 WASHINGTON ST 35801 256-880-5660 T.IRIAS	90007875	8/5/2025	562.68
	1000-50-00000-515340-00000000-	1RWR-PFWT-4FQJ	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007875	8/5/2025	26.15
	1000-16-16100-515340-00000000-	1J9X-DLWD-3W13	305 FOUNTAIN CIR/HR/K ROBINSON/2564275241	90007875	8/5/2025	24.45
	1000-52-52100-515340-00000000-	1WVY-HKVL-66LG	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007875	8/5/2025	29.99
	1000-52-52400-515340-00000000-	1WVY-HKVL-66LG	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007875	8/5/2025	370.49
	1000-14-14300-513010-00000000-	1JYX-4WXD-3V6D	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007875	8/5/2025	41.82
	1000-17-17100-515340-00000000-	1FDF-QRGW-7VKQ	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90007875	8/5/2025	35.45
	1000-74-74200-515340-00000000-	13PV-FCJX-4LM4	305 FOUNTAIN CIR/E FERNOW/2564275192	90007875	8/5/2025	44.99
	1000-17-17400-515340-00000000-	1T4J-47QF-4R79	TV ANTENNA INDOR LONG RANGE FOR IT JOSH BARDON	90007875	8/5/2025	17.99
	1000-53-53100-515340-00000000-	13KF-YTPC-49V6	BRITTNI RIVES 500B CHURCH ST 2ND FLR 2564276827	90007875	8/5/2025	48.98
	1000-50-00000-515340-00000000-	1NHD-CCQH-C9W6	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007875	8/5/2025	258.30
	1000-17-17100-515340-00000000-	1N1P-PHMC-34VM	LENA ARD / 305 FOUNTAIN CIRCLE SW /(256) 427-5097	90007875	8/5/2025	70.74
	1000-41-41100-515340-00000000-	1NHD-CCQH-4YP6	J. TOWRY/704 FIBER ST/256-427-7174	90007875	8/5/2025	1,979.78
	1000-14-14300-515340-00000000-	1K41-1FYL-NVLC	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007875	8/5/2025	97.75
	1000-41-41110-515340-00000000-	17MN-LWG6-49HX	B. WARNER/704 FIBER ST/256-427-7174	90007875	8/5/2025	973.81
	1000-52-52200-515340-00000000-	1CWH-FPT3-GR13	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90007875	8/5/2025	76.38
	1000-14-14300-513010-00000000-	1Q1F-N91D-KH3N	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007875	8/5/2025	230.08
	1000-12-12100-515376-00000000-	1WP1-WGJ3-WYPK	305 FOUNTAIN CIRCLE-WHITNEY COX 256-427-5085	90007875	8/5/2025	77.98
	1000-14-14300-513010-00000000-	1WL3-VLN4-3MPD	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007875	8/5/2025	29.78
	1000-50-00000-515340-00000000-	1W6J-7LGC-44FN	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90007875	8/5/2025	64.97
	1000-41-41305-515340-00000000-	13YN-GKV4-3LQC	L. BROOKS/5365 TRIANA BLVD/256-746-4409	90007875	8/5/2025	146.64
	1000-41-41305-515340-00000000-	1GN6-6NQ4-73CX	J. BARCLAY/5365 TRIANA BLVD/256-746-4409	90007875	8/5/2025	70.32
	1000-41-41305-515340-00000000-	1674-HJDL-HCPM	J. BARCLAY/5365 TRIANA BLVD/256-746-4409	90007875	8/5/2025	491.88
	1000-14-14300-515340-00000000-	1PPN-XVJ4-GLFP	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007875	8/5/2025	29.98
	Total Paid by Vendor					**26,802.31**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22926202	POP: 0715/25-0722/25-AMERICAN RED CROSS TRAINING	106387	7/29/2025	640.00
	Total Paid by Vendor					**640.00**
AMERICAN SOCIETY OF CIVIL ENGINEERS	1000-71-71100-515340-00000000-	ASCE DUES FY25-26	ASCE DUES FY25-26: K.MARTIN, S.DAVIS, & G. GLEASON	106448	8/5/2025	30.00
	Total Paid by Vendor					**30.00**
AMERICAN WELDING & GAS INC	1000-75-75200-515340-00000000-	0010960645	POP: 06/01/25-06/30/25 -WELDING GAS TANK RENTAL	106127	7/22/2025	11.90
	Total Paid by Vendor					**11.90**
ANDERS POOL CO INC	1000-14-14300-513010-00000000-	78796	2025 BLNKT POOL REPAIRS & MISC.	90007713	7/22/2025	5.99
	1000-14-14300-513010-00000000-	79485	2025 BLNKT POOL REPAIRS & MISC.	90007713	7/22/2025	176.90
	1000-14-14300-513010-00000000-	79404	2025 BLNKT POOL REPAIRS & MISC.	90007713	7/22/2025	119.99
	1000-14-14300-515610-00000000-	79649	2025 BLNKT POOL REPAIRS & MISC.	90007713	7/22/2025	61.99
	1000-14-14300-515610-00000000-	79652	2025 BLNKT POOL REPAIRS & MISC.	90007713	7/22/2025	38.97
	1000-30-30600-515340-00000000-	79631	REPLACEMENT RECHARGEABLE BATTERY PKS SHOWERS POOL	90007713	7/22/2025	1,162.64
	1000-14-14300-513010-00000000-	79806	2025 BLNKT POOL REPAIRS & MISC.	90007789	7/29/2025	519.99
	1000-14-14300-513010-00000000-	80044	2025 BLNKT POOL REPAIRS & MISC.	90007789	7/29/2025	321.97
	1000-14-14300-513010-00000000-	80024	2025 BLNKT POOL REPAIRS & MISC.	90007789	7/29/2025	519.99
	Total Paid by Vendor					**2,928.43**
ANIMAL CARE CLINIC & HOSPITAL	1000-50-00000-515370-00000000-	739899	POP: 07/11/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	12.00
	1000-50-00000-515163-00000000-	740767	POP: 07/24/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	210.00
	1000-50-00000-515163-00000000-	740519	POP: 07/21/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	80.00
	1000-50-00000-515370-00000000-	740733	POP: 07/24/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	12.00
	1000-50-00000-515370-00000000-	740741	POP: 07/22/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	12.00
	1000-50-00000-515370-00000000-	740739	POP: 07/24/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	12.00
	1000-50-00000-515370-00000000-	740755	POP: 07/12/25 - RABIES VACCINE VOUCHERS/LISP	106293	7/29/2025	12.00
	Total Paid by Vendor					**350.00**
ANIMAL HEALTH CARE CENTER	1000-50-00000-515370-00000000-	666969	POP: 07/07/25-RABIES VACCINES FOR VOUCHERS	106128	7/22/2025	10.00
	Total Paid by Vendor					**10.00**
ANIXTER INC	1000-75-75300-515340-00000000-	6467518-00	ITEMS FOR STOCK-TIM RILEY	106447	8/5/2025	713.50
	Total Paid by Vendor					**713.50**
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110407252025	POP: 06/26/25-07/23/25- AFTHOURS ANSWERING SVC	106294	7/29/2025	251.75
	Total Paid by Vendor					**251.75**
ANTHONY HUDSON	1000-41-41100-515520-00000000-	BUY MONEY-072525	STAC BUY MONEY-BLANKET PO	106295	7/29/2025	20,000.00
	Total Paid by Vendor					**20,000.00**

APHIX LLC	1000-52-52100-515370-00000000-	162098	POP:07/02/25-07/08/25-IRRIGATION REPAIRS -LM AREAS	90007790	7/29/2025	9,533.34
	Total Paid by Vendor					**9,533.34**
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	289890	POP:06/04/25-06/24/25-LOW INCOME SPAY/NEUT/RABIES	106129	7/22/2025	510.00
	Total Paid by Vendor					**510.00**
APPLIED CONCEPTS INC	1000-41-41202-515340-00000000-	458550	RADAR CABLE	106543	8/5/2025	128.10
	Total Paid by Vendor					**128.10**
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	70T25425	POP: 06/22/25-06/28/25-TREE TRIMMING SVC - LM	106130	7/22/2025	3,619.62
	1000-52-52200-515370-00000000-	70T25525	POP:06/22/25-06/28/25TREE TRIMMING SVC - LM (JUNE)	106130	7/22/2025	6,064.40
	1000-52-52200-515370-00000000-	69M18125	POP:06/08/25-06/14/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,362.40
	1000-52-52200-515370-00000000-	70T25325	POP: 06/22/25-06/28/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	532.74
	1000-52-52200-515370-00000000-	70T25625	POP: 06/02/25-06/28/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,294.00
	1000-52-52200-515370-00000000-	69M18025	POP: 06/08/25-06/14/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	6,277.52
	1000-52-52200-515370-00000000-	70F99825	POP: 06/15/25-06/21/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	6,474.20
	1000-52-52200-515370-00000000-	70F99725	POP: 06/15/25-06/21/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,294.00
	1000-52-52200-515370-00000000-	69M17925	POP: 06/08/25 -06/14/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,294.00
	1000-52-52200-515370-00000000-	68Q82725	POP: 06/01/2-06/07/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,294.00
	1000-52-52200-515370-00000000-	68Q82825	POP: 06/01/25-06/07/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,559.20
	1000-52-52200-515370-00000000-	70F99925	POP: 06/15/25 -06/21/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	5,362.40
	1000-52-52200-515370-00000000-	68Q82925	POP: 06/01/25-06/07/25 - TREE TRIMMING SVC - LM	106130	7/22/2025	6,015.20
	Total Paid by Vendor					**66,443.68**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	106-26855-01-0725	POP: 06/19/25-07/22/25-FIRE STATION 18 UTILITIES	90007876	8/5/2025	2,829.92
	Total Paid by Vendor					**2,829.92**
ATLANTA DRONE GROUP, INC.	1000-41-41110-515370-00000000-	8546	POP: 07/01/25-07/31/25-DRONE CONTRACT SERVICE	90007793	7/29/2025	16,666.67
	Total Paid by Vendor					**16,666.67**
AVO COMMUNICATIONS	1000-10-10200-515370-00000000-	25159	POP: 06/09/25-06/26/25-RES NO 24-676 VIDEO SVCS	106300	7/29/2025	780.00
	Total Paid by Vendor					**780.00**
AXON ENTERPRISE INC	1000-41-41100-515340-00000000-	INUS359943	BWC & FLEET SYSTEMS- SOLE SOURCE	106131	7/22/2025	51,921.35
	1000-41-41305-515340-00000000-	INUS359443	VR HOLSTERS- SOLE SOURCE	106131	7/22/2025	1,020.00
	1000-41-41303-515340-00000000-	INUS363905	SINGLE BAY DOCKING STATION	106301	7/29/2025	239.00
	Total Paid by Vendor					**53,180.35**
A-Z OFFICE RESOURCE INC	1000-41-41100-515340-00000000-	5893757-0	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007710	7/22/2025	347.85
	1000-00-00000-140110-00000000-	5895724-1	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW/BETH WALLS	90007710	7/22/2025	53.12
	1000-00-00000-140110-00000000-	5895724-0	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW/BETH WALLS	90007710	7/22/2025	134.80
	1000-41-41304-515340-00000000-	5895244-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007710	7/22/2025	382.83
	1000-41-41100-515340-00000000-	5895551-0	T. PETTIT/704 FIBER ST/256-427-7174	90007710	7/22/2025	64.29
	1000-71-71100-515340-00000000-	5896101-0	305 FOUNTAIN CIR /TERESA MILLS/256-427-5304	90007710	7/22/2025	21.89
	1000-71-71100-515340-00000000-	5896101-1	305 FOUNTAIN CIR /TERESA MILLS/256-427-5304	90007710	7/22/2025	35.95
	1000-41-41101-515340-00000000-	5896281-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007710	7/22/2025	557.45
	1000-41-41250-515340-00000000-	5896194-0	2320 1ST ST SW/ T.MCILWAIN/ 256-427-5580	90007710	7/22/2025	1,069.90
	1000-41-41204-515340-00000000-	5898995-1	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007785	7/29/2025	257.88
	1000-41-41100-515340-00000000-	5898995-0	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007785	7/29/2025	58.60
	1000-41-41303-515340-00000000-	5896281-1	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007785	7/29/2025	51.86
	1000-18-00000-515340-00000000-	5899480-0	CUSTOMSTMP-305FOUNTAINCIR.5TH.FLR.LGL]COX427.5026	90007785	7/29/2025	30.55
	1000-41-41100-515340-00000000-	5899472-0	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007785	7/29/2025	389.97
	1000-13-13100-515340-00000000-	5898615-0	SUPPLIES/SHOUSTON/305FOUNTAINCIR/2564275284	90007871	8/5/2025	409.24
	1000-00-00000-140110-00000000-	5902101-0	OFFICE SUPPLIES/305 FOUNTAIN CIRCLE SW/BETH WALLS	90007871	8/5/2025	110.58
	Total Paid by Vendor					**3,976.76**
BADGEPASS INC	1000-42-42100-515340-00000000-	INV128825	RIBBONS FOR CARD PRINTING	106132	7/22/2025	359.10
	Total Paid by Vendor					**359.10**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	082025	POP: 08/01/25-08/31/25- LEASE SO. PRECINCT	106302	7/29/2025	14,955.21
	Total Paid by Vendor					**14,955.21**
BAILEY M ERICKSON-NICHOLS	1000-10-10300-515020-00000000-	WBOS1145	QUOTE WAFEL-BITTE CIVIC ENGAGEMENT ALUMNI SOCIAL	106258	7/22/2025	180.00
	Total Paid by Vendor					**180.00**
BAKER DISTRIBUTING CO	1000-15-15100-520500-00000000-	FY38399	ICE MACHINE - FLEET SERVICES	106303	7/29/2025	8,348.09
	1000-15-15100-520500-00000000-	FZ95187	CREDIT MEMO FOR INVOICE FY38399	106303	7/29/2025	-150.00
	Total Paid by Vendor					**8,198.09**
BASELINE INC	1000-52-52300-515340-00000000-	16692-2025	POP:08/01/25-07/31/25 IRRIGATION SVC CONTROLLERS	106304	7/29/2025	2,344.75
	Total Paid by Vendor					**2,344.75**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	256 535-6412-0725	POP: 07/19/25-08/18/25 -ATT MAIN CENTREX FOR COH	106299	7/29/2025	3,969.26
	Total Paid by Vendor					**3,969.26**
BENEVATE INC	1000-00-00000-140200-00000000-	INV13143	POP: 07/30/25-07/29/26 NEIGHBORLY SW CD	106450	8/5/2025	25,200.00

	Total Paid by Vendor					**25,200.00**
BENTLEY GROUP INC	1000-15-15100-513030-00000000-	717505	COM TX 071825/717505	106133	7/22/2025	397.50
	Total Paid by Vendor					**397.50**
BLAIR AND SONS INC	1000-53-53200-513010-00000000-	94906	POP: 06/18/25-REPAIR	106306	7/29/2025	209.00
	1000-53-53200-513010-00000000-	94938	BLANKET PO- KEYS & LOCKS FOR PARKING FACILITIES	106306	7/29/2025	20.00
	1000-15-15100-513030-00000000-	95025	COM TX 072325/95025	106306	7/29/2025	6.00
	1000-15-15100-513030-00000000-	95047	COM TX 072825/95047	106306	7/29/2025	10.00
	Total Paid by Vendor					**245.00**
BOBBY SCHRIMSHER & SONS GENERAL CONTRACTOR INC	1000-70-70200-515370-00000000-	1278	STRUCTURAL EVALUATION REPORT(2505 NEWBY RD 7/18/25	106451	8/5/2025	275.00
	Total Paid by Vendor					**275.00**
BONE YARD MUSIC LLC	1000-74-74400-515520-00000000-	2025-0724-0001	POP: 07/18/25- INTERNATIONAL TROMBONE FEST	106383	7/29/2025	1,500.00
	Total Paid by Vendor					**1,500.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	07/22/25-1ST SESSION	POP:07/22/25 - DDC INSTRUCTOR BONNIE MACIORSKI	106308	7/29/2025	100.00
	1000-43-00000-515370-00000000-	7/31/25- 1ST SESSION	POP 7/31/25 DDC INSTRUCTOR BONNIE MACIORSKI	106452	8/5/2025	100.00
	Total Paid by Vendor					**200.00**
BOWMANS ENTERPRISES INC	1000-71-71100-515340-00000000-	5810	NOTARY STAMPS X 4	106310	7/29/2025	97.90
	1000-15-15100-515340-00000000-	5813	SIGNATURE STAMP FOR WILLIE BROWN	106310	7/29/2025	29.00
	Total Paid by Vendor					**126.90**
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	1000-15-15100-513030-00000000-	00030414	COM TX 071825/00030414	90007720	7/22/2025	6,761.30
	1000-15-15100-513030-00000000-	00030414	COM TX 071825/00030414	90007720	7/22/2025	3,825.00
	Total Paid by Vendor					**10,586.30**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	22074	2025 BLANKT KEYS & MISC.	106135	7/22/2025	90.00
	1000-14-14300-513010-00000000-	22073	2025 BLANKT KEYS & MISC.	106135	7/22/2025	358.00
	1000-14-14300-513010-00000000-	22063	2025 BLANKT KEYS & MISC.	106135	7/22/2025	25.00
	1000-14-14300-513010-00000000-	22083	2025 BLANKT KEYS & MISC.	106135	7/22/2025	174.90
	1000-14-14300-513010-00000000-	22051	2025 BLANKT KEYS & MISC.	106135	7/22/2025	50.00
	1000-14-14300-513010-00000000-	22054	2025 BLANKT KEYS & MISC.	106135	7/22/2025	15.00
	1000-14-14300-513010-00000000-	22057	2025 BLANKT KEYS & MISC.	106135	7/22/2025	5.00
	1000-14-14300-513010-00000000-	22125	2025 BLANKT KEYS & MISC.	106311	7/29/2025	864.21
	1000-14-14300-513010-00000000-	22098	2025 BLANKT KEYS & MISC.	106311	7/29/2025	30.00
	Total Paid by Vendor					**1,612.11**
BSN SPORTS LLC	1000-30-30200-515520-00000000-	930187182	PICKLEBALL SUPPLIES FOR JLC	106453	8/5/2025	892.75
	Total Paid by Vendor					**892.75**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71246300	2025 BLNKT KEYS FOR COH & MISC.	106137	7/22/2025	460.00
	1000-14-14300-513010-00000000-	71247005	2025 BLNKT KEYS FOR COH & MISC.	106313	7/29/2025	255.71
	1000-14-14300-513010-00000000-	71246957	2025 BLNKT KEYS FOR COH & MISC.	106313	7/29/2025	425.50
	1000-14-14300-513010-00000000-	71246943	2025 BLNKT KEYS FOR COH & MISC.	106313	7/29/2025	182.42
	Total Paid by Vendor					**1,323.63**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	DK41291	DRUGS ON CONTRACT	106149	7/22/2025	135.06
	1000-50-00000-515161-00000000-	DV50583	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106149	7/22/2025	196.50
	1000-50-00000-515161-00000000-	DV54376	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106149	7/22/2025	650.04
	1000-50-00000-515161-00000000-	DV64555	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106149	7/22/2025	366.73
	1000-50-00000-515161-00000000-	DV70124	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106149	7/22/2025	119.28
	1000-50-00000-515161-00000000-	CU79481	CREDIT MEMO FOR INVOICE CT71870	106324	7/29/2025	-65.84
	1000-50-00000-515161-00000000-	DD76893	CREDIT MEMO FOR INVOICE CP89415	106324	7/29/2025	-61.51
	1000-50-00000-515161-00000000-	DD76894	CREDIT MEMO FOR INVOICE CT71870	106324	7/29/2025	-132.52
	1000-50-00000-515161-00000000-	DV51118	ANIMAL MEDICAL DRUGS ON CONTRACT	106324	7/29/2025	2,704.20
	1000-50-00000-515161-00000000-	DW10074	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	450.30
	1000-50-00000-515161-00000000-	CH27932	CREDIT MEMO FOR INVOICE CG02255	106324	7/29/2025	-29.27
	1000-50-00000-515161-00000000-	AU88496	CREDIT MEMO FOR INVOICE AT24142	106324	7/29/2025	-259.70
	1000-50-00000-515161-00000000-	CD91925	CREDIT MEMO FOR INVOICE CC85707	106324	7/29/2025	-2,139.00
	1000-50-00000-515161-00000000-	CG91370	CREDIT MEMO FOR INVOICE CG42232	106324	7/29/2025	-218.25
	1000-50-00000-515161-00000000-	CH53821	CREDIT MEMO FOR INVOICE CG02255	106324	7/29/2025	-13.09
	1000-50-00000-515161-00000000-	CL24186	CREDIT MEMO FOR INVOICE CJ83767	106324	7/29/2025	-1,434.60
	1000-50-00000-515161-00000000-	DW08710	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	411.69
	1000-50-00000-515161-00000000-	CB54141	ANIMAL MEDICAL DRUGS ON BID - BLANKET	106324	7/29/2025	1,716.80
	1000-50-00000-515161-00000000-	DW83453	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	18.07
	1000-50-00000-515161-00000000-	DW65772	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	234.28
	1000-50-00000-515161-00000000-	DW69551	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	106.62
	1000-50-00000-515161-00000000-	DW70059	ANIMAL MEDICAL DRUGS (NOT ON BID) - BLANKET	106324	7/29/2025	2,617.41
	1000-50-00000-515161-00000000-	DW96874	ANIMAL MEDICAL DRUGS ON CONTRACT	106462	8/5/2025	4,790.00

	Total Paid by Vendor					**10,163.20**
CAMILLE SCRUGGS	1000-30-30200-515340-00000000-	C.SCRUGGS-062425	POP:05/20/25-06/17/25 FITNESS INSTR FOR SHOWERS RC	106314	7/29/2025	225.00
	Total Paid by Vendor					**225.00**
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0425780-IN	LEASHES, COLLARS, CAT BOXES - BLANKET	106139	7/22/2025	2,083.48
	Total Paid by Vendor					**2,083.48**
CARAHSOFT TECHOLOGY CORP	1000-17-17100-515340-00000000-	57769081INV	POP: 07/03/25-01/02/27-MS-ISAC ANNUAL MEMBERSHIP	106316	7/29/2025	9,695.15
	Total Paid by Vendor					**9,695.15**
CDW GOVERNMENT INC	1000-17-17400-520200-00000000-	AE4L76T	EPSON SCANNERS FOR IT STOCK	106140	7/22/2025	1,775.80
	1000-41-41110-515340-00000000-	AE6HI1A	SERVER RACK FOR PD NAMACC	106140	7/22/2025	3,942.10
	1000-17-17400-520200-00000000-	AE4PD5W	UPS FOR FIRE STATION 1	106140	7/22/2025	1,367.41
	1000-17-17100-515250-00000000-	AE7B48I	5/12/25 - 5/13/26 AUTOCAD CIVIL 3D-SUBSCRIPTION	106140	7/22/2025	2,775.00
	1000-17-17400-515340-00000000-	AE9AR4R	305 FOUNTAIN CR/4276703/DTHOMAS - SANDISK IT	106454	8/5/2025	55.60
	Total Paid by Vendor					**9,915.91**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	6118253627	POP 06/11/25-07/10/25 VERIZON SERVICES	106257	7/22/2025	361.99
	Total Paid by Vendor					**361.99**
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	744611175	POP: 06/16/25 - 07/15/25 - SIP BILLING FOR COH	90007722	7/22/2025	3,617.12
	Total Paid by Vendor					**3,617.12**
CHAMBERS BOTTLING COMPANY LLC	1000-10-00000-515340-00000000-	1550161	BLANKET ORDER FOR BEVERAGE SERVICE, CREAMER & SUP	90007801	7/29/2025	90.00
	1000-10-00000-515340-00000000-	1555467	BLANKET ORDER FOR BEVERAGE SERVICE, CREAMER & SUP	90007879	8/5/2025	443.34
	Total Paid by Vendor					**533.34**
CHARLES ROBERT CLARK	1000-10-10200-515370-00000000-	352	POP 7/1/25-7/31/25 ROB CLARK RES 24--938	106317	7/29/2025	2,500.00
	Total Paid by Vendor					**2,500.00**
CHECKR INC	1000-16-16100-515370-00000000-	1969162	POP:07/01/25-07/31/25-CREDIT REPORT SCREENING	90007880	8/5/2025	330.92
	Total Paid by Vendor					**330.92**
CHEM-AQUA INC	1000-14-14300-513010-00000000-	9234501	POP: 06/01/25-06/30/25 - CHILLER H20 TREATMEANT	90007723	7/22/2025	3,330.00
	Total Paid by Vendor					**3,330.00**
CINTAS	1000-30-30200-515310-00000000-	4233595624	BLANKET-JANITORIAL SERVICES FOR MAX LUTHER	106141	7/22/2025	22.85
	1000-30-30200-515310-00000000-	4236392390	BLANKET-JANITORIAL SERVICES FOR CHALLENGER GYM	106141	7/22/2025	27.21
	1000-15-15100-515340-00000000-	4236638308	3242 LEEMAN FERRY RD SW (BLANKET)	106141	7/22/2025	33.37
	1000-15-15100-515340-00000000-	4236767492	2739 JOHNSON ROAD (BLANKET)	106141	7/22/2025	258.81
	1000-15-15100-515340-00000000-	4235371152	2739 JOHNSON ROAD (BLANKET)	106319	7/29/2025	258.81
	1000-15-15100-515340-00000000-	4237529654	2739 JOHNSON ROAD (BLANKET)	106319	7/29/2025	258.81
	1000-30-30200-515310-00000000-	4233270012	BLANKET-JANITORIAL SERVICES AT LAKEWOOD CC	106319	7/29/2025	29.99
	1000-15-15100-515340-00000000-	4237388007	3242 LEEMAN FERRY RD SW (BLANKET)	106319	7/29/2025	33.37
	1000-75-75100-515340-00000000-	5280520813	CINTAS MAINTENANCE SERVICE ***BLANKET PO***	106318	7/29/2025	7.53
	1000-52-52100-515340-00000000-	5281828512	FIRST AID & EYEWASH STATIONS - LM (BLANKET)	106318	7/29/2025	66.51
	1000-15-15100-515340-00000000-	4238119196	3242 LEEMAN FERRY RD SW (BLANKET)	106455	8/5/2025	33.37
	1000-15-15100-515340-00000000-	4238234175	2739 JOHNSON ROAD (BLANKET)	106455	8/5/2025	258.81
	Total Paid by Vendor					**1,289.44**
CIT INTERNATIONAL INC	1000-41-41101-515790-00000000-	070825HUNTS	J SHENCK-BROWN 2025 CIT INTL CONF	106142	7/22/2025	25.00
	Total Paid by Vendor					**25.00**
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	1000-55-55100-513010-00000000-	2058908	FY25 LUMBER BLANKET FOR PWS	90007725	7/22/2025	168.26
	1000-55-55100-513010-00000000-	2077363	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	17.76
	1000-55-55100-513010-00000000-	2075297	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	201.34
	1000-55-55100-513010-00000000-	2071976	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	49.76
	Total Paid by Vendor					**437.12**
CLOUD & RYAN LLC	1000-19-00000-515190-00000000-	SETT CL# FY24-86	SETTLEMENT OF CL# FY24-86	106144	7/22/2025	100,000.00
	1000-19-00000-515190-00000000-	SETT CL# FY24-87	SETTLEMENT OF CL# FU=Y24-87	106143	7/22/2025	75,000.00
	1000-43-00000-515043-00000000-	25T0009077,78	POP: 05/19/25-07/09/25-LEGAL ATTORNEY SERVICES	106456	8/5/2025	189.00
	1000-43-00000-515043-00000000-	25T0002042,43,45	POP: 02/14/25 - 07/16/25-LEGAL ATTORNEY SERVICES	106456	8/5/2025	217.00
	1000-43-00000-515043-00000000-	24T0032217,19	POP: 01/27/25- 07/16/25 -LEGAL ATTORNEY SERVICES	106456	8/5/2025	441.00
	1000-43-00000-515043-00000000-	25T0002050	POP: 01/27/25 - 07/16/25 -LEGAL ATTORNEY SERVICES	106456	8/5/2025	196.00
	1000-43-00000-515043-00000000-	25T0002680,78,77,79	POP: 01/31/25 - 07/08/25 -LEGAL ATTORNEY SERVICES	106456	8/5/2025	210.00
	1000-43-00000-515043-00000000-	25T0002539,40,42	POP: 02/13/25- 07/09/25-LEGAL ATTORNEY SERVICES	106456	8/5/2025	238.00
	1000-43-00000-515043-00000000-	25T0003157	POP: 02/05/25-07/17/25 -LEGAL ATTORNEY SERVICES	106456	8/5/2025	182.00
	1000-43-00000-515043-00000000-	24T0009568,69	POP: 04/10/24-02/05/25 - LEGAL ATTORNEY SERVICES	106456	8/5/2025	434.00
	Total Paid by Vendor					**177,107.00**
CMI INC	1000-16-16300-515340-00000000-	8072552	FORMS, DOT B.A.T., LOT/100,DOT	106145	7/22/2025	46.67
	Total Paid by Vendor					**46.67**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	412657	Payroll Run 1 - Warrant 250720	106270	7/24/2025	960.00
	Total Paid by Vendor					**960.00**

COLLINS LAW, LLC	1000-19-00000-515190-00000000-	SETT CL# FY23-048	SETTLEMENT CL# FY23-048	106146	7/22/2025	20,000.00
	Total Paid by Vendor					**20,000.00**
COMBAT CORNER LLC	1000-41-41305-515340-00000000-	SCU557113	SPRING SPRAWL RASHGUARDS	106147	7/22/2025	1,168.96
	Total Paid by Vendor					**1,168.96**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000115986830725	POP:08/02/25-09/01/25 -COMCAST CABLE SERVICES COH	106321	7/29/2025	189.75
	1000-17-17100-515070-00000000-	83969000116343480725	POP: 08/03/25-09/02/25-COMCAST CABLE SERVICES COH	106321	7/29/2025	12.65
	1000-17-17100-515070-00000000-	83969000128440290725	POP: 07/22/25-08/21/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	188.85
	1000-17-17100-515070-00000000-	83969000120079400725	POP: 07/21/25-08/20/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	21.08
	1000-17-17100-515070-00000000-	83969000115986910725	POP: 07/30/25-08/29/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	122.19
	1000-17-17100-515070-00000000-	83969000115978000725	POP: 07/30/25-08/29/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	12.65
	1000-17-17100-515070-00000000-	83969000101809470725	POP: 08/01/25-08/31/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	33.68
	1000-17-17100-515070-00000000-	83969000114784070725	POP: 07/30/25-08/29/25 - COMCAST CABLE SVCS COH	106458	8/5/2025	73.74
	Total Paid by Vendor					**654.59**
COMMERCIAL FINISH SOLUTIONS, LLC	1000-14-14300-513010-00000000-	I-7881	POP: 12/13/24 - FLOORING REPAIR	90007726	7/22/2025	425.00
	Total Paid by Vendor					**425.00**
COMMONWEALTH OF MASSACHUSETTS	1000-00-00000-210180-00000000-	412666	Payroll Run 1 - Warrant 250720	106271	7/24/2025	11.54
	Total Paid by Vendor					**11.54**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	072225-HUNT	WORKERS COMP EXPENSES, CL#1223-WC-25-0300103	90007804	7/29/2025	17,491.20
	Total Paid by Vendor					**17,491.20**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA032573 17	POP: 05/22/25-06/18/25 -ROLLER FOR MAINT	106150	7/22/2025	1,600.00
	1000-55-55300-513050-00000000-	RSA032573 18	POP: 06/19/25 -07/16/25 -ROLLER FOR MAINT	106325	7/29/2025	1,600.00
	1000-55-55300-513050-00000000-	RSA037400 3	TRACKED DUMP TRUCK FOR PWS CONSTRUCTION	106325	7/29/2025	325.00
	1000-55-55300-513050-00000000-	RSA037400 2	POP:05/27/25-06/25-TRACKED DUMP TRUCK FOR PWS CONS	106325	7/29/2025	12,000.00
	Total Paid by Vendor					**15,525.00**
CURRIE SYSTEMS INC	1000-52-52900-515010-00000000-	441602	GLOVES FOR GT CLEAN UPS	106328	7/29/2025	3,200.00
	Total Paid by Vendor					**3,200.00**
D & D ARNOLD LLC	1000-15-15100-513030-00000000-	4044	COM TX 071625/4044	90007709	7/22/2025	50.00
	1000-15-15100-513030-00000000-	I006444	COM TX 071625/I006444	90007709	7/22/2025	215.00
	1000-15-15100-513030-00000000-	I006444	COM TX 071625/I006444	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006444	COM TX 071625/I006444	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006642	COM TX 071625/I006642	90007709	7/22/2025	165.00
	1000-15-15100-513030-00000000-	I006642	COM TX 071625/I006642	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006642	COM TX 071625/I006642	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006712	COM TX 071625/I006712	90007709	7/22/2025	300.00
	1000-15-15100-513030-00000000-	I006712	COM TX 071625/I006712	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006712	COM TX 071625/I006712	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006743	COM TX 071625/I006743	90007709	7/22/2025	450.00
	1000-15-15100-513030-00000000-	I006743	COM TX 071625/I006743	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006743	COM TX 071625/I006743	90007709	7/22/2025	20.00
	1000-15-15100-513030-00000000-	I006743	COM TX 071625/I006743	90007709	7/22/2025	150.00
	1000-15-15100-513030-00000000-	I006742	COM TX 072825/I006742	90007784	7/29/2025	95.00
	1000-15-15100-513030-00000000-	I006742	COM TX 072825/I006742	90007784	7/29/2025	125.00
	1000-15-15100-513030-00000000-	I006774	COM TX 072825/I006774	90007784	7/29/2025	200.00
	1000-15-15100-513030-00000000-	I006774	COM TX 072825/I006774	90007784	7/29/2025	150.00
	1000-15-15100-513030-00000000-	I006774	COM TX 072825/I006774	90007784	7/29/2025	150.00
	Total Paid by Vendor					**3,120.00**
DALVION WALKER	1000-19-00000-515190-00000000-	SETTL CL FY2025-140	SETTLEMENT CLAIM FY2025-140	106464	8/5/2025	1,594.98
	Total Paid by Vendor					**1,594.98**
DANIEL COLE	1000-14-14300-513010-00000000-	13983	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	240.55
	1000-14-14300-513010-00000000-	13982	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	396.10
	1000-14-14300-513010-00000000-	13981	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	240.55
	1000-14-14300-513010-00000000-	13980	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	438.60
	1000-14-14300-513010-00000000-	13979	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	240.55
	1000-14-14300-513010-00000000-	13978	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	249.44
	1000-14-14300-513010-00000000-	13975	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	249.43
	1000-14-14300-513010-00000000-	13976	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	240.56
	1000-14-14300-513010-00000000-	13977	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	249.44
	1000-14-14300-513010-00000000-	13984	POP:07/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	249.43
	1000-14-14300-513010-00000000-	13993	POP:06/23/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	660.55
	1000-14-14300-513010-00000000-	13992	POP:07/01/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	505.00
	1000-14-14300-513010-00000000-	13991	POP:07/16/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	457.06

	1000-14-14300-513010-00000000-	13990	POP:07/07/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	442.06
	1000-14-14300-513010-00000000-	13989	POP:07/01/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	240.55
	1000-14-14300-513010-00000000-	13988	POP:07/01/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	234.46
	1000-14-14300-513010-00000000-	13986	POP:07/08/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	457.06
	1000-14-14300-513010-00000000-	13987	POP:05/15/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	761.20
	1000-14-14300-513010-00000000-	13985	POP:07/08/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	252.45
	1000-14-14300-513010-00000000-	13994	POP:07/07/25-07/28/25 ICE MAKER REPAIRS	106457	8/5/2025	146.53
	Total Paid by Vendor					**6,951.57**
DANIEL DAVIS	1000-74-74400-515020-00000000-	25-E7-26	POP 7/1/25-7/31/25 BRANDING AND AWARENESS	90007807	7/29/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
DCSC LLC	1000-14-14300-515460-00000000-	082025	POP:08/01/25-08/31/25-2227 DRAKE AVE. STE 25 & 26	106329	7/29/2025	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	412659	Payroll Run 1 - Warrant 250720	106277	7/24/2025	509.61
	1000-00-00000-210180-00000000-	412660	Payroll Run 1 - Warrant 250720	106278	7/24/2025	765.28
	Total Paid by Vendor					**1,274.89**
DECATUR CONTAINER SALES AND RENTAL	1000-41-41250-515340-00000000-	133172	SWAT STORAGE CONTAINER	106152	7/22/2025	2,700.00
	1000-41-41250-515340-00000000-	133173	SWAT STORAGE CONTAINER	106152	7/22/2025	250.00
	Total Paid by Vendor					**2,950.00**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10827052707	FIRE COMMAND STAFF TRAINING LAPTOPS	90007808	7/29/2025	27,330.75
	Total Paid by Vendor					**27,330.75**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE006669625	POP: 8/01/25 TO 8/31/25 01-0680100002	90007809	7/29/2025	138,481.19
	Total Paid by Vendor					**138,481.19**
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-40430-M	POP: 05/08/25- OVERHEAD DOOR REPAIRS	90007885	8/5/2025	300.00
	1000-14-14300-513010-00000000-	SVC/265-41038	POP: 05/19/25-OVERHEAD DOOR REPAIRS	90007885	8/5/2025	159.00
	1000-14-14300-513010-00000000-	SVC/265-40429-M	POP: 05/07/25 - OVERHEAD DOOR REPAIRS	90007885	8/5/2025	583.60
	1000-14-14300-513010-00000000-	SVC/265-40846-M	POP: 05/12/25 - OVERHEAD DOOR REPAIRS	90007885	8/5/2025	109.00
	Total Paid by Vendor					**1,151.60**
DISTRICT COURT OF JACKSON COUNTY ALABAMA	1000-00-00000-210180-00000000-	412646	Payroll Run 1 - Warrant 250720	106272	7/24/2025	333.08
	Total Paid by Vendor					**333.08**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	117095	POP:07/03/25-OPENING/CLOSING LAWN CRYPTS AT M.H.	106465	8/5/2025	425.00
	1000-51-00000-515340-00000000-	117300	POP:07/14/25-OPENING/CLOSING LAWN CRYPTS AT M.H.	106465	8/5/2025	425.00
	1000-51-00000-515340-00000000-	117301	POP: 07/11/25 -OPENING/CLOSING LAWN CRYPTS ATM.H.	106465	8/5/2025	425.00
	Total Paid by Vendor					**1,275.00**
DOWNTOWN HUNTSVILLE INC	1000-74-74400-515520-00000000-	14-5022	POP: 06/26/25- 805 AFTER FIVE MAY-SEP 25	90007729	7/22/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	08012025	POP:08/01/25-08/31/25-12TH AVENUE WAREHOUSE LEASE	106330	7/29/2025	3,900.00
	Total Paid by Vendor					**3,900.00**
DREAMSEATS, LLC	1000-42-42100-515340-00000000-	4782345	STATION CHAIR BACK	106466	8/5/2025	119.00
	Total Paid by Vendor					**119.00**
DUTCH OIL COMPANY	1000-13-13100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	17.35
	1000-14-14100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	63.66
	1000-30-30100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	18.89
	1000-41-41100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	3,194.83
	1000-41-41100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	420.97
	1000-41-41100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	42.82
	1000-41-41100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	79.71
	1000-41-41100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	231.23
	1000-42-42100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	864.33
	1000-42-42100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	110.89
	1000-42-42100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	83.88
	1000-50-00000-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	147.31
	1000-51-00000-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	161.19
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	43.89
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	108.70
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	23.93
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	154.71
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	20.05
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	72.77
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	63.68
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	342.06
	1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	86.56

1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	233.58
1000-52-52100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	10.11
1000-53-53400-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	75.30
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1000-55-55300-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	668.03
1000-55-55400-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	972.02
1000-70-70200-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	88.98
1000-71-71100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	61.70
1000-72-00000-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	129.99
1000-74-74100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	27.23
1000-75-75100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	82.12
1000-75-75100-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	168.63
1000-00-00000-610039-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	85.10
1000-14-14100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	465.65
1000-30-30100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	34.61
1000-30-30100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	46.07
1000-30-30100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	113.79
1000-30-30100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	29.17
1000-41-41100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	2,664.10
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1000-41-41100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	104.28
1000-41-41100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	146.72
1000-42-42100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	433.06
1000-42-42100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	102.55
1000-50-00000-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	65.46
1000-51-00000-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	51.62
1000-52-52100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	75.46
1000-52-52100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	46.37
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1000-52-52100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	446.92
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1000-52-52100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	84.27
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1000-53-53200-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	76.20
1000-53-53400-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	63.13
1000-55-55100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	131.89
1000-55-55300-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	648.46
1000-55-55400-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	868.75
1000-70-70200-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	92.73
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1000-72-00000-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	160.01
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1000-75-75100-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	136.62
1000-12-12100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	23.91
1000-14-14100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	360.20
1000-15-15100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	81.94
1000-30-30100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	85.88
1000-30-30100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	38.91
1000-30-30100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	32.16
1000-41-41100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	3,455.66
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1000-41-41100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	30.57
1000-41-41100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	303.86
1000-42-42100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	902.90
1000-42-42100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	65.43
1000-42-42100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	86.31
1000-50-00000-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	236.28

1000-51-00000-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	43.02
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	90.80
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	18.59
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	239.16
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	86.09
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	583.17
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	210.57
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	53.24
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	222.10
1000-52-52100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	524.01
1000-53-53200-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	69.82
1000-53-53400-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	49.55
1000-53-53400-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	50.41
1000-55-55300-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	346.52
1000-55-55400-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	1,081.62
1000-70-70200-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	23.69
1000-71-71100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	112.76
1000-72-00000-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	258.96
1000-74-74100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	24.13
1000-75-75100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	102.45
1000-75-75100-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	184.69
1000-00-00000-610039-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	55.27
1000-13-13100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	57.40
1000-14-14100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	201.51
1000-16-16100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	18.06
1000-17-17100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	40.20
1000-41-41100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	3,143.07
1000-41-41100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	306.02
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1000-41-41100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	275.23
1000-42-42100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	632.70
1000-42-42100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	164.31
1000-42-42100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	87.75
1000-50-00000-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	64.31
1000-51-00000-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	28.82
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	180.46
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	272.02
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1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	201.22
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	484.50
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	121.62
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	88.63
1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	242.01
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1000-52-52100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	171.81
1000-53-53200-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	101.63
1000-53-53400-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	47.58
1000-55-55100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	40.65
1000-55-55100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	39.36
1000-55-55300-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	552.83
1000-55-55400-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	843.41
1000-70-70200-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	273.81
1000-71-71100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	128.81
1000-71-71100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	41.50
1000-72-00000-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	86.85
1000-73-73100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	38.23
1000-74-74100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	36.14
1000-75-75100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	193.03
1000-75-75100-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	51.82
1000-55-55400-514010-00000000-	INV-222969	POP: 07/09/25 -FY25 Q4-FUEL BLANKET-PWS MAINT	90007731	7/22/2025	1,732.51
1000-55-55400-514010-00000000-	INV-223216	POP: 07/15/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90007731	7/22/2025	960.34

1000-14-14100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	395.28
1000-15-15100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	153.01
1000-17-17100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	19.11
1000-30-30100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	24.53
1000-30-30100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	70.34
1000-30-30100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	114.42
1000-30-30100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	25.62
1000-41-41100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	2,756.76
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1000-41-41100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	161.26
1000-42-42100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	959.43
1000-42-42100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	217.61
1000-42-42100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	42.79
1000-50-00000-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	65.35
1000-52-52100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	84.45
1000-52-52100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	31.70
1000-52-52100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	408.59
1000-52-52100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	64.70
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1000-55-55100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	53.19
1000-55-55400-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	180.64
1000-70-70200-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	109.16
1000-71-71100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	84.90
1000-71-71100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	31.91
1000-72-00000-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	212.36
1000-74-74100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	30.83
1000-75-75100-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	107.49
1000-30-30100-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	18.24
1000-41-41100-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	2,684.29
1000-41-41100-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	44.73
1000-41-41100-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	110.52
1000-42-42100-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	597.02
1000-50-00000-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	62.31
1000-53-53400-514010-00000000-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	24.59
1000-30-30100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	108.63
1000-41-41100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	2,439.26
1000-41-41100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	21.29
1000-41-41100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	116.17
1000-42-42100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	472.08
1000-42-42100-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	23.24
1000-50-00000-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	70.12
1000-55-55400-514010-00000000-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	27.15
1000-12-12100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	14.43
1000-14-14100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	214.71
1000-17-17100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	42.87
1000-30-30100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	25.85
1000-30-30100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	26.93
1000-30-30100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	20.91
1000-30-30100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	62.47
1000-30-30100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	69.81
1000-41-41100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	3,631.20
1000-41-41100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	503.87
1000-41-41100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	99.55
1000-41-41100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	302.50
1000-42-42100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	681.90
1000-42-42100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	116.68
1000-51-00000-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	91.78
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	102.25

1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	221.88
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	558.35
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	128.69
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	169.73
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	28.87
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	166.15
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	27.03
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	247.94
1000-52-52100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	41.57
1000-53-53400-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	73.24
1000-55-55100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	42.86
1000-55-55100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	38.56
1000-55-55300-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	632.12
1000-55-55400-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	1,427.60
1000-70-70200-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	49.59
1000-71-71100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	87.24
1000-71-71100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	83.07
1000-72-00000-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	206.14
1000-75-75100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	95.62
1000-75-75100-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	186.96
1000-00-00000-610039-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	124.57
1000-14-14100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	197.14
1000-30-30100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	30.19
1000-30-30100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	36.61
1000-41-41100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	3,233.26
1000-41-41100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	579.92
1000-41-41100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	37.47
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1000-50-00000-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	245.17
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	91.63
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	104.16
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	187.79
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	232.08
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	476.91
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	176.24
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	30.21
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	125.60
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	70.01
1000-52-52100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	366.14
1000-53-53400-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	38.34
1000-55-55100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	88.21
1000-55-55300-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	1,030.82
1000-55-55400-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	937.31
1000-70-70200-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	68.80
1000-71-71100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	68.10
1000-71-71100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	38.75
1000-72-00000-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	252.26
1000-73-73100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	18.63
1000-74-74100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	4.49
1000-75-75100-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	77.41
1000-51-00000-514010-00000000-	INV-223157	POP: 07/15/25 - BULK FUEL FOR CEMETERY DEPARTMENT	90007810	7/29/2025	653.97
1000-12-12100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	27.17
1000-14-14100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	432.22
1000-17-17100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	10.40
1000-30-30100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	27.61
1000-41-41100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	2,759.22
1000-41-41100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	358.80
1000-41-41100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	40.97

1000-41-41100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	95.15
1000-41-41100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	308.02
1000-42-42100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	391.94
1000-42-42100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	76.45
1000-42-42100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	95.98
1000-50-00000-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	213.08
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	5.95
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	101.73
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	78.76
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	263.60
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	773.44
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	457.08
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	56.68
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	423.59
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	166.89
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	450.33
1000-52-52100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	52.65
1000-53-53200-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	80.03
1000-53-53400-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	62.44
1000-55-55100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	27.82
1000-55-55300-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	256.93
1000-55-55400-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	1,060.56
1000-70-70200-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	51.97
1000-71-71100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	109.35
1000-72-00000-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	97.45
1000-74-74100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	27.17
1000-75-75100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	102.88
1000-75-75100-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	106.57
1000-00-00000-610039-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	50.94
1000-14-14100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	225.87
1000-30-30100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	71.80
1000-30-30100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	33.34
1000-30-30100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	32.04
1000-41-41100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	3,324.34
1000-41-41100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	355.97
1000-41-41100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	21.37
1000-41-41100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	187.03
1000-42-42100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	1,014.01
1000-42-42100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	117.07
1000-42-42100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	30.33
1000-50-00000-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	63.04
1000-51-00000-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	70.07
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	58.26
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	192.80
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	257.23
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	359.65
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	299.07
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	220.44
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	86.10
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	293.05
1000-52-52100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	212.66
1000-53-53400-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	52.56
1000-55-55100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	81.17
1000-55-55300-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	673.82
1000-55-55400-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	960.15
1000-70-70200-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	102.74
1000-71-71100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	140.56
1000-72-00000-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	157.64
1000-73-73100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	38.45
1000-75-75100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	33.12
1000-75-75100-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	247.23

1000-00-00000-610039-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	29.57
1000-14-14100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	493.41
1000-15-15100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	30.61
1000-30-30100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	48.06
1000-30-30100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	53.18
1000-30-30100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	35.52
1000-41-41100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	3,383.20
1000-41-41100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	331.28
1000-41-41100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	103.81
1000-41-41100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	332.26
1000-42-42100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	594.02
1000-42-42100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	13.82
1000-42-42100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	65.72
1000-50-00000-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	171.01
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	188.74
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	44.24
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	240.80
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	12.48
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	482.25
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	110.37
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	204.49
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	79.97
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	19.35
1000-52-52100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	35.10
1000-53-53200-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	111.67
1000-53-53400-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	57.63
1000-55-55100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	39.77
1000-55-55400-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	313.35
1000-70-70200-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	137.80
1000-71-71100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	127.84
1000-71-71100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	101.45
1000-72-00000-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	259.69
1000-75-75100-514010-00000000-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	60.32
1000-41-41100-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	2,589.57
1000-41-41100-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	79.88
1000-41-41100-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	174.15
1000-42-42100-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	572.12
1000-50-00000-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	57.21
1000-53-53400-514010-00000000-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	30.29
1000-30-30100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	113.38
1000-41-41100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	2,644.06
1000-41-41100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	43.44
1000-41-41100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	125.66
1000-42-42100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	492.47
1000-52-52100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	27.12
1000-53-53400-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	17.80
1000-73-73100-514010-00000000-	CFN-43539	FUELING TRANS DATED 072725	90007810	7/29/2025	15.04
1000-00-00000-610039-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	55.95
1000-12-12100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	18.23
1000-14-14100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	155.91
1000-30-30100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	16.95
1000-30-30100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	34.52
1000-30-30100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	28.61
1000-41-41100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	2,993.13
1000-41-41100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	490.64
1000-41-41100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	113.57
1000-41-41100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	257.12
1000-42-42100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	842.06
1000-42-42100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	204.44
1000-42-42100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	62.08
1000-50-00000-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	70.53

1000-51-00000-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	58.46
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	46.61
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	207.23
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	244.93
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	51.56
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	83.83
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	87.69
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	153.17
1000-52-52100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	434.15
1000-53-53200-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	38.14
1000-53-53400-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	62.71
1000-55-55100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	39.84
1000-55-55300-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	562.95
1000-55-55400-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	802.71
1000-70-70200-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	173.85
1000-71-71100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	47.68
1000-71-71100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	36.01
1000-72-00000-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	115.69
1000-75-75100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	118.84
1000-75-75100-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	71.15
1000-00-00000-610039-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	116.06
1000-14-14100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	214.90
1000-17-17100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	22.82
1000-30-30100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	34.86
1000-30-30100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	86.74
1000-30-30100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	28.41
1000-30-30100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	28.41
1000-41-41100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	3,067.39
1000-41-41100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	297.82
1000-41-41100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	78.79
1000-41-41100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	142.58
1000-42-42100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	760.53
1000-42-42100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	63.70
1000-42-42100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	17.01
1000-50-00000-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	63.27
1000-51-00000-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	133.01
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	26.46
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	238.25
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	197.16
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	536.56
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	139.99
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	189.61
1000-52-52100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	296.59
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1000-53-53200-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	34.43
1000-53-53400-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	61.37
1000-55-55100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	91.20
1000-55-55300-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	943.22
1000-55-55400-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	898.94
1000-70-70200-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	139.28
1000-71-71100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	71.23
1000-72-00000-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	300.85
1000-74-74100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	24.31
1000-75-75100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	81.60
1000-75-75100-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	117.74
1000-12-12100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	27.63
1000-13-13100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	29.84
1000-14-14100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	237.88
1000-30-30100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	26.73
1000-41-41100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	2,800.77
1000-41-41100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	586.82

1000-41-41100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	34.03
1000-41-41100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	28.07
1000-41-41100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	400.49
1000-42-42100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	743.40
1000-42-42100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	26.52
1000-42-42100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	59.67
1000-50-00000-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	109.40
1000-51-00000-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	18.41
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	47.74
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	192.54
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	126.33
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	432.03
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	347.48
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	260.42
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	62.32
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	254.42
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	128.90
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	120.54
1000-52-52100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	29.17
1000-53-53200-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	44.40
1000-53-53400-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	78.91
1000-55-55100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	30.50
1000-55-55100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	80.67
1000-55-55300-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	223.41
1000-55-55400-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	1,710.24
1000-70-70200-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	67.41
1000-71-71100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	76.91
1000-71-71100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	36.47
1000-72-00000-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	215.92
1000-73-73100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	19.01
1000-74-74100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	32.91
1000-75-75100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	144.26
1000-75-75100-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	222.50
1000-55-55400-514010-00000000-	INV-223726	POP: 07/29/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90007887	8/5/2025	914.20
1000-55-55400-514010-00000000-	INV-223554	POP: 07/23/25 - FY25 Q4-FUEL BLANKET-PWS MAINT	90007887	8/5/2025	1,188.45
1000-00-00000-610039-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	78.93
1000-14-14100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	168.07
1000-15-15100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	40.23
1000-30-30100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	39.34
1000-41-41100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	3,575.37
1000-41-41100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	378.43
1000-41-41100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	39.11
1000-41-41100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	310.53
1000-42-42100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	802.78
1000-42-42100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	66.96
1000-42-42100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	57.44
1000-50-00000-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	51.18
1000-51-00000-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	45.15
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	108.44
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	29.07
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	197.78
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	275.68
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	604.73
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	196.00
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	129.86
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	50.00
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	350.13
1000-52-52100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	110.44
1000-53-53200-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	39.34
1000-53-53400-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	54.55
1000-55-55300-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	374.62

1000-55-55400-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	1,157.14
1000-70-70200-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	28.61
1000-71-71100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	168.94
1000-71-71100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	30.41
1000-72-00000-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	145.64
1000-73-73100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	38.02
1000-74-74100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	42.47
1000-75-75100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	49.83
1000-75-75100-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	186.89
1000-00-00000-610039-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	18.16
1000-13-13100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	28.88
1000-14-14100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	216.11
1000-30-30100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	78.84
1000-30-30100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	31.00
1000-41-41100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	2,750.09
1000-41-41100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	317.23
1000-41-41100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	17.05
1000-41-41100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	294.62
1000-42-42100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	1,018.73
1000-42-42100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	89.22
1000-43-00000-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	21.49
1000-50-00000-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	165.17
1000-51-00000-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	115.13
1000-52-52100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	111.95
1000-52-52100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	431.52
1000-52-52100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	119.40
1000-52-52100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	109.23
1000-52-52100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	36.13
1000-53-53200-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	38.30
1000-53-53400-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	26.57
1000-55-55300-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	125.65
1000-55-55400-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	197.93
1000-70-70200-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	104.71
1000-71-71100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	122.43
1000-72-00000-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	159.07
1000-74-74100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	23.26
1000-75-75100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	108.49
1000-75-75100-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	44.06
1000-30-30100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	28.21
1000-30-30100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	37.31
1000-30-30100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	29.73
1000-41-41100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	2,453.58
1000-41-41100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	21.92
1000-41-41100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	266.49
1000-42-42100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	486.71
1000-52-52100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	22.56
1000-52-52100-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	44.03
1000-53-53200-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	46.38
1000-53-53400-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	9.55
1000-30-30100-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	22.56
1000-41-41100-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	2,546.53
1000-41-41100-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	35.15
1000-41-41100-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	188.54
1000-42-42100-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	371.42
1000-50-00000-514010-00000000-	CFN-43811	FUELING TRANS DATED 080325	90007887	8/5/2025	125.87
1000-00-00000-610039-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	57.88
1000-14-14100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	455.01
1000-15-15100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	66.50
1000-30-30100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	57.26
1000-30-30100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	83.54
1000-30-30100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	37.52

	1000-30-30100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	29.53
	1000-30-30100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	24.30
	1000-41-41100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	2,952.35
	1000-41-41100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	432.87
	1000-41-41100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	77.47
	1000-41-41100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	156.13
	1000-42-42100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	480.88
	1000-42-42100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	143.88
	1000-42-42100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	71.38
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	30.77
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	17.58
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	308.19
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	40.80
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	281.70
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	71.70
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	189.98
	1000-52-52100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	33.59
	1000-53-53400-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	50.99
	1000-55-55100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	27.56
	1000-55-55100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	134.96
	1000-55-55300-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	797.18
	1000-55-55400-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	771.35
	1000-70-70200-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	112.15
	1000-71-71100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	137.80
	1000-72-00000-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	224.95
	1000-75-75100-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	43.40
	Total Paid by Vendor					**174,394.53**
EAGLE CONSULTING LLC	1000-14-14100-515790-00000000-	12027	POP:06/02/25-06/27/25- FOR LEADERSHIP TRAINING	106153	7/22/2025	2,437.50
	Total Paid by Vendor					**2,437.50**
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41110-515370-00000000-	08012025	POP: 08/01/25-08/31/25-NAMACC MANAGEMENT SVCS	90007811	7/29/2025	13,250.00
	Total Paid by Vendor					**13,250.00**
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE-072425-PM	POP: 07/24/25 -SUB JUDGE SERVICES FY25	106332	7/29/2025	350.00
	Total Paid by Vendor					**350.00**
ELITE EMBROIDERY AND SCREEN PRINT LLC	1000-41-41100-515670-00000000-	62582	73RD SESSION ACADEMY PT GEAR	106333	7/29/2025	3,035.00
	Total Paid by Vendor					**3,035.00**
ELWOOD STAFFING SERVICES, INC	1000-52-52100-515370-00000000-	3498790	POP: 06/23/25-06/29/25-LM TEMP PERSONNEL - 3RD QTR	90007732	7/22/2025	6,411.93
	1000-52-52100-515370-00000000-	3498790	POP: 06/23/25-06/29/25-LM TEMP PERSONNEL - 3RD QTR	90007732	7/22/2025	0.04
	1000-52-52100-515370-00000000-	3499995	POP:06/30/25-07/06/25-LM TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	9,678.98
	1000-52-52100-515370-00000000-	3491153	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	1,869.78
	1000-52-52100-515370-00000000-	3491152	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	987.74
	1000-52-52100-515370-00000000-	3491164	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	6,279.62
	1000-52-52100-515370-00000000-	3491158	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	8,829.95
	1000-52-52100-515370-00000000-	3491162	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	15,090.39
	1000-52-52100-515370-00000000-	3491163	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	1,062.85
	1000-52-52100-515370-00000000-	3491165	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	11,025.93
	1000-52-52100-515370-00000000-	3491155	POP:07/07/25 -07/13/25L-M TEMP PERSONNEL - 4TH QTR	90007732	7/22/2025	350.06
	1000-16-16100-515370-00000000-	3491154	POP: 07/07/25 -07/13/25- FOR TEMP EMPLOYEES	90007732	7/22/2025	885.60
	1000-50-00000-515370-00000000-	3491149	POP: 07/07/25-07/13/25-WAGES FOR TEMP EMPLOYEES	90007732	7/22/2025	1,091.93
	1000-53-53200-515370-00000000-	3491150	POP: 07/07/25-07/13/25-TEMP STAFFING FOR PARKING	90007732	7/22/2025	750.00
	1000-16-16100-515370-00000000-	3491515	POP: 07/14/25-07/20/25- TEMPORARY EMPLOYEES	90007812	7/29/2025	885.60
	1000-16-16300-515370-00000000-	3491514	POP: 07/07/25 -07/20/25-TEMPORARY EMPLOYEES	90007812	7/29/2025	1,062.72
	1000-50-00000-515370-00000000-	3491509	07/14/25-07/20/25 -WAGES FOR TEMP EMPLOYEES	90007888	8/5/2025	874.97
	1000-53-53200-515370-00000000-	3491510	pop: 07/14/25-07/20/25-TEMP STAFFING FOR PARKING	90007888	8/5/2025	750.00
	1000-53-53200-515370-00000000-	3441318	POP: 04/14/25-04/20/25-TEMp STAFFING FOR PARKING	90007888	8/5/2025	750.00
	1000-52-52100-515370-00000000-	3439714	POP:04/07/25-04/13/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	11,348.79
	1000-16-16300-515370-00000000-	3491793	POP: 07/21/25-07/27/25-TEMP EMPLOYEES	90007888	8/5/2025	531.36
	1000-16-16100-515370-00000000-	3491794	POP: 07/21/25-07/27/25- TEMP EMPLOYEES	90007888	8/5/2025	885.60
	1000-52-52100-515370-00000000-	3491513	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,876.67
	1000-52-52100-515370-00000000-	3491516	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	77.17
	1000-52-52100-515370-00000000-	3491519	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	8,018.18
	1000-52-52100-515370-00000000-	3491523	POP:07/07/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	15,814.73

	1000-52-52100-515370-00000000-	3491512	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,052.97
	1000-52-52100-515370-00000000-	3491525	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	5,947.10
	1000-52-52100-515370-00000000-	3491526	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	10,506.82
	1000-52-52100-515370-00000000-	3491791	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,271.25
	1000-52-52100-515370-00000000-	3491804	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	6,078.32
	1000-52-52100-515370-00000000-	3491803	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,328.66
	1000-52-52100-515370-00000000-	3491805	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	11,074.95
	1000-52-52100-515370-00000000-	3491802	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	13,950.73
	1000-52-52100-515370-00000000-	3491798	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	8,982.24
	1000-52-52100-515370-00000000-	3491524	POP:07/14/25-07/20/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,161.64
	1000-52-52100-515370-00000000-	3491792	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	1,839.02
	1000-52-52100-515370-00000000-	3491795	POP:07/21/25-07/27/25-LM TEMP PERSONNEL - 4TH QTR	90007888	8/5/2025	486.69
	Total Paid by Vendor					**170,870.98**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	516253	FY2025 SCBA REPAIR AND AIR SAMPLES-BLANKET	106157	7/22/2025	3,045.46
	1000-42-42100-515340-00000000-	518134	SUPPRESSION TURN OUTS	106468	8/5/2025	149,800.40
	Total Paid by Vendor					**152,845.86**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	412647	Payroll Run 1 - Warrant 250720	106266	7/23/2025	11,867.16
	Total Paid by Vendor					**11,867.16**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	8528	POP: 07/02/25 - REPAIRS	106158	7/22/2025	550.82
	Total Paid by Vendor					**550.82**
ETOWAH CHEMICAL SALES	1000-55-55400-515340-00000000-	644825	APACHE SOAP FOR MAINTENANCE	106334	7/29/2025	900.00
	Total Paid by Vendor					**900.00**
FASTENAL COMPANY	1000-75-75300-515340-00000000-	ALHU22422	FASTENERS-JASON TAYLOR	106470	8/5/2025	72.00
	Total Paid by Vendor					**72.00**
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14650098	POP:06/01/25-06/30/25-HVAC FILTER SERVICE	90007889	8/5/2025	9,639.37
	Total Paid by Vendor					**9,639.37**
FIRST STUDENT	1000-30-30200-515340-00000000-	143393	POP:06/18/25 & 06/20/25 -BUS TRANSPORTATION	90007735	7/22/2025	1,080.00
	1000-30-30200-515340-00000000-	143347	POP: 06/04/25-06/06/25 -BUS TRANSPORTATION	90007735	7/22/2025	1,620.00
	1000-30-30200-515340-00000000-	143367	POP: 06/11/25-06/13/25 -BUS TRANSPORTATION	90007735	7/22/2025	1,620.00
	1000-30-30200-515340-00000000-	143399	POP: 06/25/25-06/26/25 -BUS TRANSPORTATION	90007735	7/22/2025	1,620.00
	Total Paid by Vendor					**5,940.00**
FLEET FUELING	1000-41-41100-514010-00000000-	106256727	POP 7/7/25-7/25/25 MONTHLY TRAVEL FUEL	106337	7/29/2025	367.09
	Total Paid by Vendor					**367.09**
FLORIDA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	412664	Payroll Run 1 - Warrant 250720	106273	7/24/2025	132.46
	Total Paid by Vendor					**132.46**
FOUNDATION BUILDING MATERIALS LLC	1000-14-14300-513010-00000000-	631007539-00	2025 BLANKET PO - CEILING TILES/ETC.	106160	7/22/2025	198.00
	Total Paid by Vendor					**198.00**
G6 INVESTMENTS, INC	1000-30-30600-515340-00000000-	10776	BLANKET-TROPHIES FOR ADULT LEAGUE SOFTBALL FY25	106151	7/22/2025	411.80
	Total Paid by Vendor					**411.80**
GALLS LLC	1000-42-42100-515050-00000000-	029915672	CLASS 58 SHIFT UNIFORMS BLKT	90007815	7/29/2025	89.00
	Total Paid by Vendor					**89.00**
GARNETT PATTERSON INJURY LAWYERS LLC	1000-19-00000-515190-00000000-	SETTL CL FY24-88	SETTLEMENT CLAIM FY24-88	106161	7/22/2025	100,000.00
	Total Paid by Vendor					**100,000.00**
GEN-CO INC	1000-14-14300-513010-00000000-	51606	POP: 07/03/25 GENERATOR REPAIRS & PREVENTATIVE MAI	106162	7/22/2025	616.00
	1000-14-14300-513010-00000000-	51562	POP: 07/08/25-FS8 STARTER AND FLYWHEEL REPLACEMENT	106162	7/22/2025	3,817.11
	Total Paid by Vendor					**4,433.11**
GENERAL MACHINERY COMPANY INC	1000-15-15100-513010-00000000-	3141978	POP: 07/15/25-FLEET SHOP AIR COMPRESSOR SVC	106471	8/5/2025	2,331.52
	1000-15-15100-513010-00000000-	3142309	POP:07/15/25-FLEET SHOP AIR COMPRESSOR SERVICE	106471	8/5/2025	1,598.74
	Total Paid by Vendor					**3,930.26**
GOODYEAR SERVICE STORES	1000-15-15100-513030-00000000-	0000040795	COM TX 071625/40795	106165	7/22/2025	315.33
	1000-00-00000-140101-00000000-	0000040839	TIRE	106165	7/22/2025	2,526.40
	1000-00-00000-140101-00000000-	0000040862	TIRE	106165	7/22/2025	4,003.44
	1000-00-00000-140101-00000000-	0000040878	TIRE	106165	7/22/2025	876.51
	1000-00-00000-140101-00000000-	0000040879	TIRE	106165	7/22/2025	2,325.20
	1000-15-15100-513030-00000000-	0000040846	COM TX 072325/40846	106339	7/29/2025	215.04
	1000-00-00000-140101-00000000-	0000040908	TIRE	106472	8/5/2025	2,526.40
	1000-00-00000-140101-00000000-	0000040966	TIRE	106472	8/5/2025	2,792.76
	1000-00-00000-140101-00000000-	0000040980	TIRE	106472	8/5/2025	2,526.40
	1000-00-00000-140101-00000000-	0000040983	TIRE	106472	8/5/2025	2,325.20
	Total Paid by Vendor					**20,432.68**
GORRIE REGAN & ASSOCIATES	1000-53-53200-513010-PK1051XX-	66136	GARAGE D - CAMERA ADDS & RELOC- SOLE SOURCE	90007741	7/22/2025	15,258.97

	1000-53-53200-513010-PK1020XX-	66137	GARAGE M- CAMERA ADDS & RELOC - SOLE SOURCE	90007741	7/22/2025	25,969.04
	1000-53-53200-513010-PK1040XX-	67009	GARAGE O - LPR UPGRADE - SOLE SOURCE	90007817	7/29/2025	8,161.67
	1000-53-53200-513010-00000000-	66220	POP: 06/11/25 - GENERAL REPAIRS	90007817	7/29/2025	2,621.94
	1000-17-17100-515070-00000000-	67512	POP:12/01/24-12/31/24 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67520	POP:08/01/25-08/31/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67519	POP:07/01/25-07/31/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67518	POP:06/01/25-06/30/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67516	POP:04/01/25-04/30/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67517	POP:05/01/25-05/31/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67515	POP:03/01/25-03/31/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67514	POP:02/01/25-02/28/25 S.S- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	1000-17-17100-515070-00000000-	67513	FY25 BLANKET-SOLE SOURCE- INTERNET PK GARAGE GATE	90007891	8/5/2025	2,307.05
	Total Paid by Vendor					**72,775.07**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-515610-00000000-	9300166224	MEGGER TOOL	106166	7/22/2025	1,010.27
	Total Paid by Vendor					**1,010.27**
HAYES INSTRUMENT CO INC	1000-74-74200-515340-00000000-	INV22205	METAL DETECTOR FOR FIELD USE	106169	7/22/2025	1,140.00
	Total Paid by Vendor					**1,140.00**
HERITAGE LANDSCAPE SUPPLY GROUP, INC	1000-52-52700-513010-00000000-	0022141008-001	ELEMENT 3A FOR SOUTH MAINT	90007818	7/29/2025	5,400.00
	1000-52-52300-513010-00000000-	0022172571-001	MSMA CHEMICAL FOR SPORTS	90007818	7/29/2025	651.28
	1000-52-52500-513010-00000000-	0022146954-001	ESPLANADE FOR WEST MAINT	90007894	8/5/2025	6,328.64
	1000-52-52300-513010-00000000-	0022337739-003	CHEMICALS FOR SPORTS DIVISION	90007894	8/5/2025	368.00
	1000-52-52300-513010-00000000-	0022337739-002	CHEMICALS FOR SPORTS DIVISION	90007894	8/5/2025	2,982.00
	1000-52-52300-513010-00000000-	0022337739-001	CHEMICALS FOR SPORTS DIVISION	90007894	8/5/2025	643.28
	Total Paid by Vendor					**16,373.20**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	254002195	DOG/CAT FOOD - BLANKET	106346	7/29/2025	130.50
	1000-50-00000-515160-00000000-	253922911	DOG/CAT FOOD - BLANKET	106346	7/29/2025	305.64
	1000-50-00000-515160-00000000-	254076744	DOG/CAT FOOD - BLANKET	106477	8/5/2025	174.42
	Total Paid by Vendor					**610.56**
HLP INC	1000-50-00000-515340-00000000-	SIHLP00000921	INITIAL SET UP FEES FOR WEBLICENSING/WEBDONATION	106171	7/22/2025	11,000.00
	Total Paid by Vendor					**11,000.00**
HOLSTON GASES INC	1000-30-30600-515340-00000000-	13897M	POP: 07/03/25- C02 FOR HSV AQUATICS CENTER	106173	7/22/2025	369.00
	1000-30-30600-515340-00000000-	13896M	07/03/25 - FOR C02-SHOWERS	106173	7/22/2025	147.30
	1000-30-30600-515340-00000000-	14059M	POP: 06/24/25-C02 FOR HSV AQUATICS CENTER	106173	7/22/2025	537.00
	1000-30-30600-515340-00000000-	669579	POP:07/02/25-REPL BROKEN C02 FILL BOX,HSV AQU CNTR	106173	7/22/2025	304.96
	1000-42-42100-515340-00000000-	693545	POP: 07/17/25 - O2 AND PROPANE REFILL BLANKET	106347	7/29/2025	83.10
	1000-30-30600-515340-00000000-	13854M	POP: 07/11/25 -C02 FOR HSV AQUATICS CENTER	106347	7/29/2025	328.80
	1000-14-14100-515700-00000000-	677134	POP: 07/21/25 - PROPANE DELIVERED	106347	7/29/2025	246.24
	1000-42-42100-515340-00000000-	705951	POP: 07/24/25 - O2 AND PROPANE REFILL	106478	8/5/2025	49.86
	Total Paid by Vendor					**2,066.26**
HOME DEPOT USA INC	1000-55-55400-515340-00000000-	872243761	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	106174	7/22/2025	92.64
	1000-55-55400-515340-00000000-	872243779	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	106174	7/22/2025	116.52
	1000-52-52100-515340-00000000-	872707955	E NORTON 3242 LEEMAN FERRY RD	106174	7/22/2025	140.64
	1000-52-52200-515340-00000000-	872707955	E NORTON 3242 LEEMAN FERRY RD	106174	7/22/2025	140.64
	1000-52-52700-513010-00000000-	873417836	CAN LINERS FOR SOUTH MAINT	106174	7/22/2025	3,422.00
	1000-52-52100-515340-00000000-	875437626	CLEANING SUPPLIES FOR ADMIN - LM	106348	7/29/2025	33.59
	1000-52-52100-515340-00000000-	875437618	CLEANING SUPPLIES FOR ADMIN - LM	106348	7/29/2025	76.42
	1000-30-30600-515340-00000000-	874549447	SHOWER CURTAINS FOR LOCKER ROOMS-SHOWERS POOL	106479	8/5/2025	722.27
	1000-55-55400-515340-00000000-	872243753	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	106479	8/5/2025	153.08
	Total Paid by Vendor					**4,897.80**
HON GROUP	1000-55-55300-515340-00000000-	2550619	OFFICE FURNITURE FOR PWS CONST	106350	7/29/2025	4,557.87
	1000-75-75100-515340-00000000-	2532510	CHAIRS FOR BENCH TECHS	106480	8/5/2025	839.46
	Total Paid by Vendor					**5,397.33**
HUMANE LAW IN-SERVICE TRAINING LLC	1000-50-00000-515790-00000000-	05222025	POP:07/26/25-07/28/25-OFFICER CERTIFICATION TRNG	106481	8/5/2025	5,000.00
	Total Paid by Vendor					**5,000.00**
HUNTSVILLE DREAM CENTER	1000-42-42100-515050-00000000-	5171	POP: 07/11/25 -DREAM THEATRE GRADUATION	106483	8/5/2025	2,927.50
	Total Paid by Vendor					**2,927.50**
HUNTSVILLE MADISON COUNTY BAR ASSOCIATION INC	1000-18-00000-515340-00000000-	23661	POP: 09/01/25-09/30/26- BAR DUES W. ABOKO-COLE	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23274	POP: 09/01/25-09/30/26- BAR DUES E. BLAIR	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23175	POP: 09/01/25-09/30/26- BAR DUES C. CATES	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23501	POP: 09/01/25-09/30/26- BAR DUES M. CRISSONE	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23598	POP: 09/01/25-09/30/26- BAR DUES B. DAWKINS	106449	8/5/2025	180.00

	1000-18-00000-515340-00000000-	23695	POP: 09/01/25-09/30/26- BAR DUES J. GRAFF	106449	8/5/2025	150.00
	1000-18-00000-515340-00000000-	23171	POP: 09/01/25-09/30/26- BAR DUES J. HOLLEY	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23626	POP: 09/01/25-09/30/26- BAR DUES L. MORGAN	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23298	POP: 09/01/25-09/30/26- BAR DUES B. PITTS	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23265	POP: 09/01/25-09/30/26- BAR DUES J. RIZZARDI	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23681	POP: 09/01/25-09/30/26- BAR DUES FOR J. WATSON	106449	8/5/2025	150.00
	1000-18-00000-515340-00000000-	23473	POP: 09/01/25-09/30/26- BAR DUES R. WIGGINS	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23305	POP: 09/01/25-09/30/26- BAR DUES C. ANDERSON	106449	8/5/2025	180.00
	1000-18-00000-515340-00000000-	23189	POP: 09/01/25-09/30/26- BAR DUES M. RILEY	106449	8/5/2025	180.00
	Total Paid by Vendor					**2,460.00**
HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	1000-74-74400-515520-00000000-	HSVBG-GRB4	POP:07/03/25-07/31/25- GLOBAL RHYTHM & BLOOMS	106482	8/5/2025	833.34
	Total Paid by Vendor					**833.34**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND DEF SERV-0725	POP: 07/01/25-07/31/25 HSV PUBLIC DEFENDERS OFFICE	90007819	7/29/2025	44,375.00
	Total Paid by Vendor					**44,375.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO13882	COM TX 071625/RO13882	90007745	7/22/2025	2,380.39
	1000-15-15100-513030-00000000-	RO13882	COM TX 071625/RO13882	90007745	7/22/2025	975.00
	1000-15-15100-513030-00000000-	RO13882	COM TX 071625/RO13882	90007745	7/22/2025	92.58
	1000-15-15100-513030-00000000-	RO13882	COM TX 071625/RO13882	90007745	7/22/2025	121.35
	Total Paid by Vendor					**3,569.32**
HUNTSVILLE UTILITIES	1000-70-70200-515700-00000000-	211010086635 7/18/25	UTILITY SERVICE 620 PEARL AVE NW (POP 6/18-7/18/25	106353	7/29/2025	230.44
	1000-17-17400-515710-00000000-	4220100125010725	POP:07/01/25-07/31/25-HSV UTIL FIBER BOX LEASES TE	106484	8/5/2025	1,000.00
	1000-53-53200-515700-PK1020XX-	2110100159650725	POP:06/21/25-07/21/25-SPRINKLER USAGE FOR GARAGES	106484	8/5/2025	77.87
	1000-53-53200-515700-PK1040XX-	2110100162110725	POP:06/21/25-07/21/25-SPRINKLER USAGE FOR GARAGES	106484	8/5/2025	77.87
	1000-53-00000-515700-PK1065XX-	2210104287720725	POP:06/13/25-07/14/25 - UTILITY USAGE FOR GARAGES	106484	8/5/2025	711.37
	1000-53-53200-515700-PK1064XX-	2210103911400725	POP: 06/17/25-0716/25-UTILITY USAGE FOR GARAGES	106484	8/5/2025	142.38
	1000-53-53200-515700-PK1060XX-	2210101320480725	POP: 06/21/25-07/22/25- UTILITY USAGE FOR GARAGES	106484	8/5/2025	3,372.35
	1000-53-53200-515700-PK1060XX-	2210101320470725	POP: 06/24/25-07/22/25- UTILITY USAGE FOR GARAGES	106484	8/5/2025	46.66
	1000-53-53200-515700-PK1030XX-	2110100717120725	POP: 06/21/25-07/21/25 - UTILITY USAGE FOR GARAGES	106484	8/5/2025	22.99
	1000-53-53200-515700-PK1066XX-	2110100173790725	POP: 06/18/25-07-07/18/2 UTILITY USAGE FOR GARAGES	106484	8/5/2025	162.28
	1000-53-53200-515700-PK1055XX-	2110100704510725	POP:06/19/25-07/18/25 - UTILITY USAGE FOR GARAGES	106484	8/5/2025	207.18
	1000-53-53200-515700-PK1020XX-	2110100158330725	POP: 06/19/25-07/21/25 - UTILITY USAGE FOR GARAGES	106484	8/5/2025	5,316.26
	1000-53-53200-515700-PK1040XX-	2110100161900725	POP: 06/19/25-07/21/25 - UTILITY USAGE FOR GARAGES	106484	8/5/2025	3,009.78
	1000-53-53200-515700-PK1051XX-	2210103669510725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	80.37
	1000-53-53200-515700-PK1051XX-	2210103669480725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	77.87
	1000-53-53200-515700-PK1051XX-	2210103669440725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	173.67
	1000-53-53200-515700-PK1051XX-	2210103669460725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	726.18
	1000-53-53200-515700-PK1051XX-	2210103669430725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	81.22
	1000-53-53200-515700-PK1051XX-	2210103669500725	POP:06/19/25-07/18/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	1,295.30
	1000-53-53200-515700-PK1051XX-	2210103669400725	POP:06/21/25-07/21/25 - UTILITY USAGE FOR GARAGE D	106484	8/5/2025	43.25
	1000-14-14100-515700-00000000-	3110100100000825	POP: 06/06/25-07/31/25- HSV UTIL CUST#1101005008	106484	8/5/2025	563,709.82
	1000-53-53200-515700-PK1020XX-	2110100708360725A	POP:06/24/25-07/22/25- SPRINKLER USAGE FOR GARAGES	106484	8/5/2025	125.37
	Total Paid by Vendor					**580,690.48**
HUNTSVILLE VENUE GROUP AMPHITHEATER, LLC	1000-74-74400-515520-00000000-	INVFS-0000351	POP:07/19/25MUSIC ECOSYSTEM NASA EVENT TALENT ELEM	90007822	7/29/2025	2,000.00
	Total Paid by Vendor					**2,000.00**
HUNTSVILLE VENUE GROUP LUMBERYARD LLC	1000-74-74400-515020-00000000-	INVFS-0000280	POP:07/15/25-SONGWRITER ROUND AT THE LUMBERYARD	90007746	7/22/2025	1,000.00
	Total Paid by Vendor					**1,000.00**
HUNTSVILLE-MADISON COUNTY MARINA & PORT AUTHORITY	1000-74-74400-515020-00000000-	194	POP: 07/08/25 - PUBLIC OUTREACH - DITTO	106351	7/29/2025	875.00
	Total Paid by Vendor					**875.00**
ICOR TECHNOLOGY, INC.	1000-41-41250-515340-00000000-	CS104924-1	BOMB ROBOT PARTS	106178	7/22/2025	702.08
	Total Paid by Vendor					**702.08**
IDEXX DISTRIBUTION INC	1000-50-00000-515161-00000000-	3178127860	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	106356	7/29/2025	1,498.50
	Total Paid by Vendor					**1,498.50**
ILENE S SHOEMAKER	1000-12-12100-515370-00000000-	251-112	POP 6/26/25 STENOGRAPHER FOR CITY COUNCIL	106242	7/22/2025	1,750.00
	1000-74-74100-515370-PN200003-00003	251-113	POP 5/19/25-5/21/25 MPO MEETING TRANSCRIPTION	106417	7/29/2025	1,175.00
	1000-18-00000-515372-00000000-	251-115	POP 2/12/25 MEETING MINUTES FOR DRA	106536	8/5/2025	675.00
	Total Paid by Vendor					**3,600.00**
IMPERIAL BAG & PAPER CO LLC	1000-14-14310-515310-00000000-	5306965	JULY 2025 JANITORIAL SUPPLIES	90007747	7/22/2025	1,944.09
	1000-42-42200-515310-00000000-	5317289	MONTHLY JANITORIAL, JFAIN	90007823	7/29/2025	83.10
	1000-42-42200-515310-00000000-	5313849	MONTHLY JANITORIAL, JFAIN	90007823	7/29/2025	249.40
	1000-42-42200-515310-00000000-	5312619	MONTHLY JANITORIAL, JFAIN	90007823	7/29/2025	4,527.07
	Total Paid by Vendor					**6,803.66**

INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55300-515340-00000000-	75091	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	106179	7/22/2025	17.15
	1000-55-55300-515340-00000000-	75027	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	34.30
	1000-55-55300-515340-00000000-	75026	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	59.23
	1000-55-55300-515340-00000000-	75077	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	22.00
	1000-55-55300-515340-00000000-	75289	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	287.52
	1000-55-55300-515340-00000000-	75273	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	159.90
	1000-55-55300-515340-00000000-	75262	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	124.27
	1000-55-55300-515340-00000000-	75241	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	1,366.84
	1000-55-55300-515340-00000000-	75225	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	49.58
	1000-55-55300-515340-00000000-	75032	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	54.91
	1000-55-55300-515340-00000000-	74904	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	242.38
	1000-55-55300-515340-00000000-	74724	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	86.22
	1000-55-55300-515340-00000000-	75183	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	85.09
	1000-55-55300-515340-00000000-	75177	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	210.85
	1000-55-55300-515340-00000000-	75058	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	243.24
	1000-55-55300-515340-00000000-	75040	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	14.87
	1000-55-55300-515340-00000000-	75166	FY25 Q3 PWS NON-BID ITEMS BLANKET	106179	7/22/2025	143.05
	1000-55-55300-515340-00000000-	75063	FY25 Q3 BID ITEMS MAINT/CONST-BLANKET	106179	7/22/2025	68.60
	1000-55-55300-515340-00000000-	75246	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106179	7/22/2025	171.00
	1000-55-55300-515340-00000000-	75351	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	59.98
	1000-55-55300-515340-00000000-	75371	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	108.51
	1000-55-55300-515340-00000000-	75228	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	11.62
	1000-55-55300-515340-00000000-	75275	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106179	7/22/2025	57.00
	1000-55-55300-515340-00000000-	75459	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	51.24
	1000-55-55300-515340-00000000-	75464	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	108.43
	1000-55-55300-515340-00000000-	75460	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	11.64
	1000-55-55300-515340-00000000-	75341	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	57.83
	1000-55-55300-515340-00000000-	75342	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	67.36
	1000-55-55300-515340-00000000-	75330	FY25-Q4-PWS NON-BID ITEMS BLANKET	106179	7/22/2025	2.21
	1000-55-55300-515340-00000000-	75340	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106179	7/22/2025	25.62
	1000-55-55300-515340-00000000-	75335	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106179	7/22/2025	57.00
	1000-52-52700-515340-00000000-	75517	NON-BID ITEMS - LANDSCAPE (BLANKET)	106357	7/29/2025	27.99
	1000-52-52300-515340-00000000-	75489	NON-BID ITEMS - LANDSCAPE (BLANKET)	106357	7/29/2025	429.84
	1000-52-52900-515340-00000000-	75447	NON-BID ITEMS - LANDSCAPE (BLANKET)	106357	7/29/2025	13.98
	1000-55-55300-515340-00000000-	75373	FY25-Q4-PWS NON-BID ITEMS BLANKET	106357	7/29/2025	49.58
	1000-55-55300-515340-00000000-	75624	FY25-Q4-PWS NON-BID ITEMS BLANKET	106357	7/29/2025	536.12
	1000-55-55300-515340-00000000-	75561	FY25-Q4-PWS NON-BID ITEMS BLANKET	106357	7/29/2025	318.93
	1000-55-55300-515340-00000000-	75621	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106485	8/5/2025	57.00
	1000-55-55300-515340-00000000-	75499	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106485	8/5/2025	27.99
	1000-55-55300-515340-00000000-	75426	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106485	8/5/2025	108.36
	1000-55-55300-515340-00000000-	75535	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	743.36
	1000-55-55300-515340-00000000-	75506	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	59.29
	1000-55-55300-515340-00000000-	75501	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	329.18
	1000-52-52300-515340-00000000-	75338	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	79.09
	1000-52-52700-515340-00000000-	75305	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	281.85
	1000-52-52200-515340-00000000-	75568	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	316.14
	1000-52-52200-515340-00000000-	75556	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	29.26
	1000-52-52600-515340-00000000-	75600	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	313.84
	1000-51-00000-515340-00000000-	75644	NON-BID ITEMS FOR CEMETERY (BLANKET)	106485	8/5/2025	227.04
	1000-52-52400-515340-00000000-	75656	NON-BID ITEMS - LANDSCAPE (BLANKET)	106485	8/5/2025	105.43
	1000-55-55300-515340-00000000-	75659	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	550.70
	1000-55-55300-515340-00000000-	75666	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	154.24
	1000-55-55300-515340-00000000-	75687	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	182.08
	1000-55-55300-515340-00000000-	75669	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	575.04
	1000-55-55300-515340-00000000-	75681	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	134.75
	1000-55-55300-515340-00000000-	75660	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	145.83
	1000-55-55300-515340-00000000-	75372	FY25-Q4-PWS NON-BID ITEMS BLANKET	106485	8/5/2025	665.82
	1000-55-55300-515340-00000000-	75680	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106485	8/5/2025	9.90
	1000-55-55300-515340-00000000-	75682	FY25 Q4- BID ITEMS MAINT/CONST BLANKET	106485	8/5/2025	17.44
	Total Paid by Vendor					**10,549.51**
INFOUSA MARKETING, INC	1000-12-12500-515340-00000000-	10004332063	POLK CITY DIRECTORIES	90007898	8/5/2025	710.00

	Total Paid by Vendor					**710.00**
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11005420028	POP: 06/29/25-07/05/25- FOR TEMPS FOR FY2025 ITS	106180	7/22/2025	1,344.00
	1000-17-17100-515370-00000000-	11005420009	POP: 06/08/25-06/14/25- FOR TEMPS FOR FY2025 ITS	106180	7/22/2025	448.00
	1000-17-17100-515370-00000000-	11005420010	POP: 06/22/25-06/28/25- TEMPS FOR FY2025 ITS	106180	7/22/2025	2,240.00
	1000-17-17100-515370-00000000-	11005420011	POP: 06/15/25-06/21/25 -TEMPS FOR FY2025 ITS	106180	7/22/2025	1,792.00
	1000-17-17100-515370-00000000-	11005420027	POP: 07/06/25-07/12/25-FOR TEMPS FOR FY2025 ITS	106180	7/22/2025	1,680.00
	1000-13-13100-515370-00000000-	11005420022	POP: 06/15/25-06/21/25-BLANKET PO FOR TEMPS	106180	7/22/2025	1,448.40
	1000-13-13100-515370-00000000-	11005420021	POP: 06/22/25-06/28/25-BLANKET PO FOR TEMPS	106180	7/22/2025	1,448.40
	1000-17-17100-515370-00000000-	11005420007	POP: 07/06/25-07/12/25- FOR TEMPS FOR FY2025 ITS	106180	7/22/2025	2,240.00
	1000-17-17100-515370-00000000-	11005420005	POP: 06/29/25-07/05/25 -FOR TEMPS FOR FY2025 ITS	106180	7/22/2025	1,792.00
	1000-17-17100-515370-00000000-	11005420006	POP: 06/22/25-06/28/25-TEMPS FOR FY2025 ITS	106180	7/22/2025	2,240.00
	1000-17-17100-515370-00000000-	11005436209	POP: 07/13/25 -07/19/25 - FOR TEMPS	106358	7/29/2025	1,792.00
	1000-17-17100-515370-00000000-	11005452354	POP: 07/20/25-07/26/25 -FOR TEMPS FOR FY25 ITS	106486	8/5/2025	2,240.00
	1000-17-17100-515370-00000000-	11005452365	POP: 07/20/25-07/26/25-FOR TEMPS FOR FY25 ITS	106486	8/5/2025	2,240.00
	1000-17-17100-515370-00000000-	11005436227	POP: 07/13/25-07/19/25 -FOR TEMPS FOR FY25 ITS	106486	8/5/2025	2,240.00
	Total Paid by Vendor					**25,184.80**
INSIGHT PUBLIC SECTOR	1000-00-00000-140200-00000000-	1101283340	POP:09/28/25-09/27/26 NETMOTIONS COH PUBLIC SAFETY	106359	7/29/2025	57,609.00
	Total Paid by Vendor					**57,609.00**
INSPIRED DESIGN INC	1000-14-14300-513010-00000000-	1949	POP: 07/03/25 - SHURNEY LIBRARY - BLINDS REPAIR	106181	7/22/2025	360.00
	Total Paid by Vendor					**360.00**
IVAN DANTE PRIDE JR	1000-74-74400-515020-00000000-	67891	POP: 07/12/25 -PUBLIC OUTREACH WE OUTSIDE CONCERT	90007824	7/29/2025	2,000.00
	Total Paid by Vendor					**2,000.00**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-500535	POP:06/03/25-06/30/25 DERRICK ST PD STORAGE GATE	90007748	7/22/2025	5,684.77
	1000-14-14300-513010-00000000-	HUNTSVILLE-501535	POP: 07/24/25 - HONEYWELL HVAC & ACCESS CONTROLS	90007899	8/5/2025	416.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-501534	POP: 06/24/25 - HONEYWELL HVAC & ACCESS CONTROLS	90007899	8/5/2025	161.19
	Total Paid by Vendor					**6,261.96**
JAMES BURGESS	1000-74-74400-515020-00000000-	157	POP:7/18/25 - 8/27/25 -MAP AWARD - RES#25-146	90007900	8/5/2025	1,000.00
	1000-74-74400-515020-00000000-	158	POP 7/18/2025 - 8/27/2025 RES#25-146	90007900	8/5/2025	250.00
	Total Paid by Vendor					**1,250.00**
JAMES R HALL	1000-41-41100-515520-00000000-	73569A	POP 1/18/25-3/31/25 TOWING & IMPOUND FEES	90007848	7/29/2025	2,190.00
	1000-15-15100-513030-00000000-	77395	COM TX 072825/77395	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77471	COM TX 072825/77471	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77471	COM TX 072825/77471	90007848	7/29/2025	32.10
	1000-15-15100-513030-00000000-	77472	COM TX 072825/77472	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77528	COM TX 072825/77528	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	77610	COM TX 072825/77610	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77675	COM TX 072825/77675	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77681	COM TX 072825/77681	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77682	COM TX 072825/77682	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77695	COM TX 072825/77695	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	77699	COM TX 072825/77699	90007848	7/29/2025	300.00
	1000-15-15100-513030-00000000-	78094	COM TX 072825/78094	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78115	COM TX 072825/78115	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78115	COM TX 072825/78115	90007848	7/29/2025	79.20
	1000-15-15100-513030-00000000-	78116	COM TX 072825/78116	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78118	COM TX 072825/78118	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78120	COM TX 072825/78120	90007848	7/29/2025	300.00
	1000-15-15100-513030-00000000-	78123	COM TX 072825/78123	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78126	COM TX 072825/78126	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78131	COM TX 072825/78131	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78137	COM TX 072825/78137	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78141	COM TX 072825/78141	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78142	COM TX 072825/78142	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78143	COM TX 072825/78143	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78144	COM TX 072825/78144	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78145	COM TX 072825/78145	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78147	COM TX 072825/78147	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78155	COM TX 072825/78155	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78157	COM TX 072825/78157	90007848	7/29/2025	300.00
	1000-15-15100-513030-00000000-	78159	COM TX 072825/78159	90007848	7/29/2025	300.00
	1000-15-15100-513030-00000000-	78162	COM TX 072825/78162	90007848	7/29/2025	65.00

	1000-15-15100-513030-00000000-	78163	COM TX 072825/78163	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78165	COM TX 072825/78165	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78168	COM TX 072825/78168	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78169	COM TX 072825/78169	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78170	COM TX 072825/78170	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78170	COM TX 072825/78170	90007848	7/29/2025	21.90
	1000-15-15100-513030-00000000-	78172	COM TX 072825/78172	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78173	COM TX 072825/78173	90007848	7/29/2025	100.00
	1000-15-15100-513030-00000000-	78190	COM TX 072825/78190	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78234	COM TX 072825/78234	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78235	COM TX 072825/78235	90007848	7/29/2025	65.00
	1000-15-15100-513030-00000000-	78236	COM TX 072825/78236	90007848	7/29/2025	65.00
	Total Paid by Vendor					**6,178.20**
JAMES T BALTZ	1000-42-42100-513040-00000000-	1630	POP:07/10/25 SUPPRESSION GEAR REPAIR BLANKET	106488	8/5/2025	49.14
	Total Paid by Vendor					**49.14**
JASPER SEATING COMPANY INC	1000-42-42200-515130-00000000-	0000609244	OFFICE FURNITURE FOR FIRE STATION # 20	106188	7/22/2025	3,434.40
	Total Paid by Vendor					**3,434.40**
JC GRAPHICS LLC	1000-42-42100-513040-00000000-	71962	POP: 07/16/25 - TRAILER GRAPHIC INSTALL	106361	7/29/2025	900.00
	Total Paid by Vendor					**900.00**
JEFFREY S CAMPBELL	1000-15-15100-513030-00000000-	02120	COM TX 072825/02120	106362	7/29/2025	740.00
	1000-15-15100-513030-00000000-	02120	COM TX 072825/02120	106362	7/29/2025	1,312.53
	1000-15-15100-513030-00000000-	02120	COM TX 072825/02120	106362	7/29/2025	45.00
	1000-15-15100-513030-00000000-	02120	COM TX 072825/02120	106362	7/29/2025	85.00
	Total Paid by Vendor					**2,182.53**
JERRIKA JONES	1000-43-00000-515043-00000000-	24T0027456	POP:10/03/24-07/25/25- 24T0027456-LEGAL ATTY SVCS	90007901	8/5/2025	406.00
	Total Paid by Vendor					**406.00**
JOANNA MCKINLEY	1000-19-00000-515190-00000000-	SETT CL# FY2025-163	SETTLEMENT OF CL# FY2025-163	106184	7/22/2025	3,200.00
	Total Paid by Vendor					**3,200.00**
JOHNSON CONTROLS FIRE PROTECTION LP	1000-30-30200-515340-00000000-	52981123	POP: 05/09/25-RESPOND TO FIRE ALARMS-OPTIMIST RC	106364	7/29/2025	1,246.44
	1000-30-30200-515340-00000000-	52959623	POP: 05/09/25- RESPOND TO FIRE ALARMS-OPTIMIST RC	106364	7/29/2025	560.74
	Total Paid by Vendor					**1,807.18**
JOMO'S POWER EQUIPMENT PARTS & SERVICE INC	1000-55-55100-515340-00000000-	242662	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007750	7/22/2025	420.06
	1000-55-55100-515340-00000000-	240778	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007750	7/22/2025	45.92
	1000-55-55100-515340-00000000-	241884	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007750	7/22/2025	4.26
	1000-52-52600-515340-00000000-	242542	STIHL BACKPACK SPRAYER - NORTH	90007750	7/22/2025	799.99
	1000-55-55100-515340-00000000-	239059	FY25 BLANKET FOR CHAINS/BARS ONLY (M&C)	90007826	7/29/2025	87.32
	1000-52-52200-515340-00000000-	241939	SUPPLIES FOR LM DIVISIONS (BLANKET)	90007826	7/29/2025	439.92
	Total Paid by Vendor					**1,797.47**
JOSHUA ENGLISH	1000-19-00000-515190-00000000-	SETTL CL FY2025-128	SETTLEMENT CLAIM FY2025-128	106186	7/22/2025	80.40
	Total Paid by Vendor					**80.40**
JR ENTERPRISES	1000-10-00000-515340-00000000-	2250147	QUOTE INSIDE HSV MUGS BRENDA MARTIN	106187	7/22/2025	1,706.50
	Total Paid by Vendor					**1,706.50**
JULIAN J VACA-LIMA	1000-15-15100-513030-00000000-	INV0079	COM TX 072825/INV0079	106365	7/29/2025	290.00
	1000-15-15100-513030-00000000-	INV0080	COM TX 072825/INV0080	106365	7/29/2025	495.00
	Total Paid by Vendor					**785.00**
KAREEM BOYD	1000-19-00000-515190-00000000-	SETT CL# FY2025-156	SETTLEMENT OF CL# FY2025-156	106189	7/22/2025	1,103.13
	Total Paid by Vendor					**1,103.13**
KAREN M COLLEY	1000-19-00000-515190-00000000-	SETTL CL FY2025-152	SETTLEMENT CLAIM FY25-152	106489	8/5/2025	358.50
	Total Paid by Vendor					**358.50**
KAREN WEIR	1000-19-00000-515190-00000000-	SETT CL# FY2025-175	SETTLEMENT OF CL# FY 2025-175	106190	7/22/2025	1,098.16
	Total Paid by Vendor					**1,098.16**
KASEY BECKER	1000-55-55400-515340-00000000-	30359	POP: 06/01/25-06/30/25-PORT-A-LET SERVICES FOR PWS	106366	7/29/2025	85.00
	1000-55-55400-515340-00000000-	20318	POP: 05/01/25-05/31/25-PORT-A-LET SERVICES FOR PWS	106366	7/29/2025	85.00
	1000-14-14310-515370-00000000-	20322	POP: 05/01/25-05/31/25 - PORTALET SERVICES	106366	7/29/2025	85.00
	1000-14-14310-515370-00000000-	20281	POP: 04/01/25-04/30/25 - PORTALET SERVICES	106366	7/29/2025	85.00
	1000-52-52400-515340-00000000-	20296	POP:05/01/25-05/31 POTTY - HAYS/GOLDSMITH/CASA	106366	7/29/2025	255.00
	1000-52-52200-515340-00000000-	20298	POP:05/01/25-05/31/25- HAYS/GOLDSMITH/CASA	106366	7/29/2025	85.00
	Total Paid by Vendor					**680.00**
KATHLEEN BURNS	1000-19-00000-515190-00000000-	SETTL CL FY2025-121	SETTLEMENT CLAIM FY25-121	106491	8/5/2025	1,192.75
	Total Paid by Vendor					**1,192.75**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0196528880725	POP 07/20/25-08/19/25 WOW SERVICES COH	106563	8/5/2025	105.98

	1000-17-17100-515070-00000000-	0203373550725	POP 07/20/25-08/19/25 WOW SERVICES COH	106563	8/5/2025	565.21
	Total Paid by Vendor					**671.19**
KONE INC	1000-53-53200-513010-PK1060XX-	1158948593	POP: 05/23/25 S.SOURCE - ELEVATOR MAINT AT "T"	106367	7/29/2025	1,243.25
	Total Paid by Vendor					**1,243.25**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9010497220	POP: 04/01/25-06/30/25- COPIER SVC CO	106192	7/22/2025	115.74
	Total Paid by Vendor					**115.74**
LAFAYETTE INSTRUMENT COMANY LLC	1000-41-41100-515340-00000000-	0000050790	POLYGRAPH SUPPLIES	106194	7/22/2025	4,640.00
	Total Paid by Vendor					**4,640.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	250124	POP: 06/30/25- OUTSIDE LEGAL SERVICES	90007827	7/29/2025	3,045.00
	Total Paid by Vendor					**3,045.00**
LAURA SKELTON	1000-19-00000-515190-00000000-	SETTL CL FY2025-191	SETTLEMENT CLAIM FY25-191	106492	8/5/2025	3,224.90
	Total Paid by Vendor					**3,224.90**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-001433281	POP:07/01/25 & 07/03/25REPAIR WATER HEATER-R.JONES	106493	8/5/2025	2,715.62
	1000-14-14300-513010-00000000-	LEE-001428712	POP:07/07/25HYDRO-JET SEWER DRAIN CAVALRY H. ANNEX	106493	8/5/2025	1,087.50
	1000-14-14300-513010-00000000-	LEE-001430402	POP:07/15/25-BACKFLOW DEVICE REPAIR - S.M. COMPLEX	106493	8/5/2025	579.77
	Total Paid by Vendor					**4,382.89**
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	31918	COM TX 071625/31918	106196	7/22/2025	40.00
	1000-15-15100-513030-00000000-	31922	COM TX 071625/31922	106196	7/22/2025	40.00
	Total Paid by Vendor					**80.00**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1100129832	RISK DATA MANAGEMENT (POP APRIL 2025)	106197	7/22/2025	263.82
	Total Paid by Vendor					**263.82**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	1000-14-14100-515700-00000000-	111694-0725	POP: 06/10/25-07/10/25- FIRE STATION 20 UTILITIES	90007752	7/22/2025	126.28
	1000-14-14100-515700-00000000-	111127-0725	POP: 06/10/25-07/10/25-FIRE STATION 20 UTILITIES	90007752	7/22/2025	302.24
	1000-14-14100-515700-00000000-	111690-0725	POP: 06/10/25-07/10/25- FIRE STATION 20 UTILITIES	90007752	7/22/2025	94.41
	Total Paid by Vendor					**522.93**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 7/20/2025	PPE 7/20/25 VOLUNTARY AD&D INSURANCE PREMIUMS	90007829	7/29/2025	1,598.63
	1000-00-00000-210230-00000000-	860053256 7/20/25	PPE 7/20/25 VOLUNTARY TERM LIFE INS PREMIUMS	90007829	7/29/2025	22,680.11
	Total Paid by Vendor					**24,278.74**
LISA WARNER	1000-50-00000-515163-00000000-	111052	POP: 07/10/25 -LISP & MED SICK/INJURED ANIMALS	106176	7/22/2025	160.00
	1000-50-00000-515163-00000000-	111119	POP: 07/21/25-LISP & MED SICK/INJURED ANIMAL	106352	7/29/2025	150.00
	1000-50-00000-515163-00000000-	111091	POP: 07/17/25 -LISP & MED SICK/INJURED ANIMALS	106352	7/29/2025	160.00
	1000-50-00000-515163-00000000-	111083	POP: 07/16/25 -LISP & MED SICK/INJURED ANIMALS	106352	7/29/2025	160.00
	Total Paid by Vendor					**630.00**
LOGAN CLARK	1000-74-74400-515020-00000000-	152	POP: 05/17/25-08/01/25-MAP AWARD - RES#25-146	90007753	7/22/2025	250.00
	Total Paid by Vendor					**250.00**
LUMINOUS VET SERVICES LLC	1000-50-00000-515370-00000000-	1058	POP: 06/03/25-06/30/25- RELIEF VET SERVICES	90007905	8/5/2025	4,525.00
	1000-50-00000-515370-00000000-	1057	POP: 05/02/25-05/29/25- RELIEF VET SERVICES	90007905	8/5/2025	3,525.00
	Total Paid by Vendor					**8,050.00**
M & H FIRE AND SAFETY EQUIPMENT INC	1000-14-14300-513010-00000000-	106458	2025 BLANKET - FIRE EXTINGUISHERS	90007754	7/22/2025	993.00
	1000-14-14300-513010-00000000-	14421251	2025 BLANKET - FIRE EXTINGUISHERS	90007754	7/22/2025	397.70
	1000-42-42100-515340-00000000-	14714251	EXTINGUISHER REFILL BLANKET	90007754	7/22/2025	229.70
	Total Paid by Vendor					**1,620.40**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
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	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	89.61
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	179.22
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	106.32
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	47.96
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	100.20
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	29.34
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	1,268.56
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	1,314.00
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	43.56
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	29.34
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	60.76
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	477.59
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	12.96
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.06
	1000-15-15100-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	34.74
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1000-15-15100-515340-00000000-	273076	TIRE SUPPLIES FOR FLEET SERVICE DEPT (BLANKET)	106199	7/22/2025	374.72
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1000-55-55400-514010-00000000-	OPEN 7.14.25	POP: 3/4/25-7/14/25 AW INVOICES - NO IMPORT	106200	7/22/2025	-18.32
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		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	7.05
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		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	139.13
		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	120.53
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		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	82.25
		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	59.59
		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	82.25
		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	58.77
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		1000-15-15100-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	30.00
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1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	23.95
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1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	314.78
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	294.08
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	147.54
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	5.54
1000-72-00000-514010-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	7.05
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	18.60
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	44.30
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	7.05
1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	47.90

	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	7.05
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	47.90
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	54.38
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	295.08
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	277.97
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	119.39
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	63.66
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	42.94
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	44.96
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	102.10
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	6.52
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	53.15
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	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	8.37
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	26.81
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	2.96
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	195.22
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	60.72
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	44.30
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	23.95
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	23.95
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	50.22
	1000-15-15100-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	79.94
	Total Paid by Vendor					**170,718.20**
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	030808, 030809	APP FEE FOR TITLE ON EQUIPMENT	106198	7/22/2025	37.50
	1000-15-15100-515340-00000000-	TAG FEE #094888	TAG FEE FOR RESCUE EQUIPMENT	106369	7/29/2025	30.00
	1000-15-15100-515340-00000000-	030806, 030807	APPLICATION TITLE FEE 030806-030807	106494	8/5/2025	37.50
	Total Paid by Vendor					**105.00**
MARK B HASTINGS	1000-43-00000-515370-00000000-	7/15/25-1ST SESSION	POP 7/15/25 INSTRUCTOR MARK HASTINGS	106168	7/22/2025	120.00
	1000-43-00000-515370-00000000-	7/22/25-1ST SESSION	POP 7/22/25 INSTRUCTOR MARK HASTINGS	106344	7/29/2025	100.00
	1000-43-00000-515370-00000000-	7/24/25-2ND SESSION	POP 7/24/25 INSTRUCTOR MARK HASTINGS	106344	7/29/2025	100.00
	1000-43-00000-515370-00000000-	7/29/25-SESSION 1	POP 7/29/25 INSTRUCTOR MARK HASTINGS	106475	8/5/2025	120.00
	Total Paid by Vendor					**440.00**
MARSH USA, INC	1000-71-71100-515340-00000000-	3160956	POP 8/16/25-8/16/26 RENEWAL CL LICENSE BOND	106182	7/22/2025	200.00
	Total Paid by Vendor					**200.00**
MARTY THOMAS	1000-30-30400-515520-00000000-	14158	POP: 06/21/25-WATKINS EVENT-JLC HEALTH FAIR/BBQ	106202	7/22/2025	628.00
	1000-30-30400-515340-00000000-	13334	POP:07/12/25-GLOW FOAM PARTY, COLOR JAM-SPECIAL	106202	7/22/2025	1,115.00
	1000-30-30100-515340-00000000-	14094	POP: 07/16/25 -INFLATABLE FOR REC. AND READ	106498	8/5/2025	299.00
	Total Paid by Vendor					**2,042.00**
MAULDIN AND JENKINS LLC	1000-13-13100-515370-00000000-	1360623	ANNUAL FINANCIAL AUDIT	90007906	8/5/2025	11,200.00
	Total Paid by Vendor					**11,200.00**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	24014546	MEDICAL GLOVES FOR SUPPRESSION	106204	7/22/2025	446.70
	1000-42-42100-515340-00000000-	24033564	MONTHLY MEDICAL GLOVE BLANKET	106204	7/22/2025	1,845.24
	1000-42-42100-515340-00000000-	24026467	MONTHLY MEDICAL GLOVE BLANKET	106204	7/22/2025	2,767.86
	1000-42-42100-515340-00000000-	24014565	MONTHLY MEDICAL GLOVE BLANKET	106204	7/22/2025	308.81
	1000-42-42100-515340-00000000-	23896064	MEDICAL RESTOCK SUPPLIES FOR SUPPRESSION	106204	7/22/2025	1,133.87
	1000-42-42100-515340-00000000-	24056082	MEDICAL SUPPLIES FOR RESTOCK	106373	7/29/2025	468.50
	1000-42-42100-515340-00000000-	24020894	MEDICAL GLOVES FOR SUPPRESSION	106373	7/29/2025	2,233.50
	1000-42-42100-515340-00000000-	24026466	MEDICAL GLOVES FOR SUPPRESSION	106373	7/29/2025	2,978.00
	1000-42-42100-515340-00000000-	23854948	MEDICAL GLOVES FOR SUPPRESSION	106373	7/29/2025	148.90
	Total Paid by Vendor					**12,331.38**
MELISSA D CRUMRINE	1000-00-00000-210101-00000000-	411793	Net Pmt to Beneficiary of Dcsd emp Hank Hornbuckle	106205	7/22/2025	31,270.66
	Total Paid by Vendor					**31,270.66**
MERCK ANIMAL HEALTH	1000-50-00000-515340-00000000-	243249758	MICROCHIP SCANNERS	106206	7/22/2025	1,794.00
	Total Paid by Vendor					**1,794.00**
MEREDITH JOHNSON	1000-74-74400-515370-00000000-	00020498	PROF SVCS AMERICANAFEST PLANNING & LOGISTICS	106459	8/5/2025	750.00
	Total Paid by Vendor					**750.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	412650	Payroll Run 1 - Warrant 250720	106279	7/24/2025	2,564.00
	Total Paid by Vendor					**2,564.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	412663	Payroll Run 1 - Warrant 250720	106280	7/24/2025	1,102.07
	Total Paid by Vendor					**1,102.07**

MINISTRY BRANDS, LLC	1000-17-17100-515250-00000000-	132214	POP: 07/01/25-07/31/25- RAPIDCAST OVERAGE COSTS	106207	7/22/2025	359.92
	Total Paid by Vendor					**359.92**
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	1000-00-00000-210180-00000000-	412662	Payroll Run 1 - Warrant 250720	106281	7/24/2025	113.09
	Total Paid by Vendor					**113.09**
MOBILE COMMUNICATIONS AMERICA INC	1000-15-15100-513030-00000000-	762007507-1	COM TX 071825/762007507-1	90007756	7/22/2025	460.00
	1000-41-41110-515340-00000000-	SO4050001067	NAMACC DOOR ACCESS SYSTEM	90007832	7/29/2025	3,866.73
	1000-17-17100-515070-00000000-	80159585	POP 8/1/25-8/31/25 MCA 400MHZ RADIOS COH	90007909	8/5/2025	993.17
	Total Paid by Vendor					**5,319.90**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV073	POP 7/1/25-7/15/25 ENCAMPMENT & WATERWAY	90007757	7/22/2025	5,480.00
	1000-52-52100-515370-00000000-	INV074	POP 7/16/25-7/31/25 ENCAMPMENT & WATERWAY	90007910	8/5/2025	12,672.50
	Total Paid by Vendor					**18,152.50**
MOTOROLA SOLUTIONS	1000-42-42100-520500-00000000-	8282162336	PORTABLE LAPEL MIC'S	106209	7/22/2025	10,771.20
	1000-42-42100-520500-00000000-	8282162446	PORTABLE RADIO BATTERIES	106209	7/22/2025	6,141.90
	1000-42-42100-520500-00000000-	8282162545	CARRY APEX CLASSIC HOLSTER	106209	7/22/2025	544.40
	1000-17-17100-515250-00000000-	8230527659	POP 05/01/25-04/30/26 FIRE STATION #20 ALERTING	106375	7/29/2025	1,150.00
	Total Paid by Vendor					**18,607.50**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	412656	Payroll Run 1 - Warrant 250720	106264	7/23/2025	101,176.18
	Total Paid by Vendor					**101,176.18**
NEOGOV	1000-00-00000-140200-00000000-	INV-140495	POP 07/26/25-07/25/26 NEOGOV SUPPORT HR	106377	7/29/2025	49,731.80
	Total Paid by Vendor					**49,731.80**
NEXAIR LLC	1000-75-75200-515340-00000000-	0013367213	POP 6/1/25-6/30/25 CYLINDER MAINTENANCE	106378	7/29/2025	82.20
	1000-15-15100-515340-00000000-	0013384446	POP 6/1/25-6/30/25 CYLINDER RENTAL/MAINTENANCE	106378	7/29/2025	718.89
	1000-15-15100-515340-00000000-	0013506080	/POP 7/1/25-7/31/25 CYLINDER RENTAL	106500	8/5/2025	742.89
	Total Paid by Vendor					**1,543.98**
NHS FINE ARTS INC	1000-41-41305-515340-00000000-	1224	POP: 06/11/25 -POLICE ACADEMY PHOTOS	106210	7/22/2025	1,049.00
	Total Paid by Vendor					**1,049.00**
NORTH ALABAMA GAS DISTRICT	1000-14-14100-515700-00000000-	1120600725	POP 6/9/2025-7/10/2025 - NORTH ALABAMA GAS	106379	7/29/2025	79.15
	Total Paid by Vendor					**79.15**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1361673	1.5 RUBBER HOSE	106499	8/5/2025	5,250.00
	1000-42-42100-513040-00000000-	1355192	PARATECH REPAIR PARTS	106499	8/5/2025	100.48
	1000-42-42100-515340-00000000-	1356330	COMBAT READY HOSE	106499	8/5/2025	72,128.00
	Total Paid by Vendor					**77,478.48**
OCCUPATIONAL HEALTH GROUP	1000-16-16100-515370-00000000-	267628	POP 5/1/25-5/31/25 PRE-EMPLOYMENT PHYSICALS	106501	8/5/2025	7,112.50
	1000-16-16100-515370-00000000-	270335	POP 6/1/25-6/30/25 PRE-EMPLOYMENT PHYSICALS	106501	8/5/2025	569.00
	Total Paid by Vendor					**7,681.50**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01145-010725	POP 6/18/25-7/18/25 FIRE STATION 19 WATER	106502	8/5/2025	19.12
	1000-14-14100-515700-00000000-	010-01146-010725	POP 6/18/25-7/18/25 FIRE STATION 19 WATER	106502	8/5/2025	313.64
	1000-14-14100-515700-00000000-	010-01147-010725	POP 6/18/25-7/18/25 FIRE STATION 19 WATER	106502	8/5/2025	19.12
	Total Paid by Vendor					**351.88**
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402-0725	POP:07/01/25-07/31/25- BACKGROUND CHECKS PROCESSED	106381	7/29/2025	137.00
	1000-18-00000-515340-00000000-	13390A	POP 7/1/25-7/31/25 ONLINE COURT SERVICES	106380	7/29/2025	292.25
	Total Paid by Vendor					**429.25**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	111815	TIRE	106213	7/22/2025	2,693.54
	1000-00-00000-140101-00000000-	111967	TIRE	106506	8/5/2025	687.12
	Total Paid by Vendor					**3,380.66**
PFM FINANCIAL ADVISORS LLC	1000-13-13100-515370-00000000-	137128	POP 4/1/25-6/30/25 SVCS FOR FY25-RES NO18-17	90007760	7/22/2025	10,800.00
	Total Paid by Vendor					**10,800.00**
PIONEER MANUFACTURING COMPANY INC	1000-52-52300-513010-00000000-	INV-256393	WHITE & BLUE FIELD PAINT FOR SPORTS	106214	7/22/2025	10,700.00
	Total Paid by Vendor					**10,700.00**
PITNEY BOWES RESERVE ACCOUNT	1000-19-00000-515400-00000000-	44429470-072825	BLANKET PO PITNEY BOWES RESERVE ACCOUNT POSTAGE	90007839	7/29/2025	40,000.00
	Total Paid by Vendor					**40,000.00**
PIVOTAL OPTICS INC.	1000-41-41110-515340-00000000-	004415	NAMACC SUPPLIES	106507	8/5/2025	539.56
	Total Paid by Vendor					**539.56**
POND MANAGEMENT GROUP HOLDINGS LLC	1000-52-52100-515370-00000000-	INV-25-32919	POP: 07/01/25-07/31/25-POND MAINTENANCE - LM	106185	7/22/2025	1,400.00
	1000-52-52100-515370-00000000-	INV-25-33018	POP: 07/01/25-07/31/25-POND MAINTENANCE - LM	106185	7/22/2025	484.00
	1000-52-52100-515370-00000000-	INV-25-33951	POND MAINTENANCE - LM (BLANKET)	106185	7/22/2025	450.71
	Total Paid by Vendor					**2,334.71**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	24434	POP 6/26/25-7/11/25 ROOF REPAIRS	106215	7/22/2025	759.67
	1000-14-14300-513010-00000000-	24435	POP 6/20/25-7/11/25 ROOF REPAIRS	106215	7/22/2025	766.86
	1000-14-14300-513010-00000000-	24436	POP 7/11/25-7/14/25 ROOF REPAIRS	106215	7/22/2025	749.88
	1000-14-14300-513010-00000000-	24482	POP 7/14/25-7/23/25 ROOF REPAIRS	106508	8/5/2025	416.47

	1000-14-14300-513010-00000000-	24483	POP 7/9/25-7/23/25 ROOF REPAIRS	106508	8/5/2025	827.36
	1000-14-14300-513010-00000000-	24484	POP 7/8/25-7/11/25 ROOF REPAIRS	106508	8/5/2025	1,802.68
	Total Paid by Vendor					**5,322.92**
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518010-00000000-	269581	POP 6/1/25-6/30/25 PREMISE HEALTH MEDICAL	90007842	7/29/2025	103,720.89
	1000-16-16300-518020-00000000-	269581	POP 6/1/25-6/30/25 PREMISE HEALTH MEDICAL	90007842	7/29/2025	22,942.78
	1000-16-16300-518040-00000000-	270307	POP 8/1/2025– 8/31/2025 PREMISEHEALTH RETIREE	90007914	8/5/2025	42,831.00
	Total Paid by Vendor					**169,494.67**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43627A	POP 2/25/25-2/28/25 ELECTRICAL REPAIRS	90007761	7/22/2025	255.00
	1000-14-14300-513010-00000000-	W43682	POP 4/30/25-7/1/25 PARKING LOT LIGHTING	90007761	7/22/2025	4,058.75
	1000-14-14300-513010-00000000-	W43713	POP 5/29/25-6/5/25 ELECTRICAL REPAIRS	90007761	7/22/2025	1,918.06
	1000-14-14300-513010-00000000-	W43550	POP 10/3/24-10/31/24 ELECTRICAL REPAIRS	90007761	7/22/2025	325.00
	1000-14-14300-513010-00000000-	W43563	POP 11/11/24-12/27/24 ELECTRICAL REPAIRS	90007761	7/22/2025	8,929.28
	1000-14-14300-513010-00000000-	W43718	POP 5/1/25-5/31/25 ELECTRICAL REPAIRS	90007844	7/29/2025	335.00
	1000-14-14300-513010-00000000-	W43730	POP 5/1/25-6/25/25 ELECTRICAL REPAIRS	90007844	7/29/2025	1,218.05
	1000-42-42100-513040-00000000-	W43714	POP 6/2/25-6/5/25 ST 2 AIR COMPRESSOR WIRING	90007844	7/29/2025	4,567.25
	1000-53-53200-513010-PK1060XX-	W43619	POP 2/24/25 LIGHT REPLACEMENT/REPAIR - GARAGE T	90007844	7/29/2025	387.50
	1000-53-53200-513010-PK1040XX-	W43688	POP 7/17/25 GARAGE O - LIGHTING ISSUES	90007915	8/5/2025	8,522.26
	1000-14-14300-513010-00000000-	W43703	POP 5/20/25-5/28/25 ELECTRICAL REPAIRS	90007915	8/5/2025	232.50
	1000-14-14300-513010-00000000-	W43731	POP 7/3/25-7/10/25 ELECTRICAL REPAIRS	90007915	8/5/2025	305.00
	1000-14-14300-513010-00000000-	W43734	POP 6/24/25-6/26/25 ELECTRICAL REPAIRS	90007915	8/5/2025	935.11
	1000-14-14300-513010-00000000-	W43735	POP 7/10/25-7/15/25 ELECTRICAL REPAIRS	90007915	8/5/2025	1,835.75
	Total Paid by Vendor					**33,824.51**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	102790	POP 2/6/25-2/21/25 HVAC REPAIRS	90007762	7/22/2025	144.00
	1000-14-14300-513010-00000000-	102811	POP 6/5/25-7/9/25 HVAC REPAIRS	90007762	7/22/2025	3,469.56
	1000-14-14300-513010-00000000-	102812	POP 6/25/25-7/9/25 HVAC REPAIRS	90007762	7/22/2025	348.00
	1000-14-14300-513010-00000000-	102825	POP 7/10/25-7/17/25 HVAC REPAIRS	90007916	8/5/2025	320.00
	1000-14-14300-513010-00000000-	102840	POP 6/17/25-7/24/25 HVAC REPAIRS	90007916	8/5/2025	2,523.18
	1000-14-14300-513010-00000000-	102841	POP 7/18/25-7/24/25 HVAC REPAIRS	90007916	8/5/2025	543.44
	Total Paid by Vendor					**7,348.18**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52500-515340-00000000-	22768	PUMP & HAMMER DRILL FOR WEST MAINT	106385	7/29/2025	329.95
	Total Paid by Vendor					**329.95**
PROPST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	Util-July-2025	POP 7/1/25-7/31/25 UTILITY REIMBURSEMENT BILLING	106509	8/5/2025	1,563.84
	Total Paid by Vendor					**1,563.84**
QUALITY GLASS CO	1000-14-14300-513010-00000000-	50879	POP 4/11/25-4/22/25 GLASS REPAIRS	106216	7/22/2025	385.00
	1000-14-14300-513010-00000000-	50880	POP 5/21/25-7/15/25 GLASS REPAIRS	106216	7/22/2025	662.75
	Total Paid by Vendor					**1,047.75**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND #65842	REFUND FOR OVERPAYMENT 4/25 #65842	106398	7/29/2025	285.17
	1000-00-00000-110008-00000000-	REF 11210643	REFUND BOND ON CASE# 11210643	106231	7/22/2025	950.00
	1000-00-00000-110008-00000000-	R 11155865/6183/9692		106234	7/22/2025	1,017.00
	1000-00-00000-110008-00000000-	REF 24T0032586		106229	7/22/2025	636.00
	1000-00-00000-110008-00000000-	REF 24T0010285		106222	7/22/2025	75.00
	1000-00-00000-110008-00000000-	REF 24T0004074		106233	7/22/2025	1,000.00
	1000-30-30401-422157-00000000-	REFUND-2	REFUND FOR SCHEDULING	106228	7/22/2025	525.00
	1000-00-00000-220450-00000000-	PB# 106969	REFUND - PERFORMANCE BOND# 106969	106235	7/22/2025	106,875.00
	1000-00-00000-220450-00000000-	PB# 91497	REFUND - PERFORMANCE BOND# 91497	106236	7/22/2025	531,324.75
	1000-00-00000-110008-00000000-	REF 24T0018352/53/54		106230	7/22/2025	833.00
	1000-00-00000-110008-00000000-	REF 24T0032389		106219	7/22/2025	30.00
	1000-00-00000-110008-00000000-	REF 25T0010731		106218	7/22/2025	25.00
	1000-00-00000-110008-00000000-	REF 11157575		106232	7/22/2025	1,000.00
	1000-00-00000-110008-00000000-	REF 24T0028261		106223	7/22/2025	200.00
	1000-00-00000-110008-00000000-	REF 24T0018301		106226	7/22/2025	211.00
	1000-00-00000-110008-00000000-	REF 11224869/7610		106227	7/22/2025	419.00
	1000-00-00000-110008-00000000-	REF 25T0007516		106224	7/22/2025	211.00
	1000-00-00000-110008-00000000-	REF 24T0026481		106225	7/22/2025	211.00
	1000-00-00000-110008-00000000-	REF 23T0006288		106221	7/22/2025	65.00
	1000-00-00000-130205-00000000-	REFUND #20871	REFUND MAY 2024 #20871	106220	7/22/2025	52.56
	1000-00-00000-130205-00000000-	REFUND #73886	REFUND#73886 PENALTY PD AND LATER WAIVED	106217	7/22/2025	100.00
	1000-00-00000-130205-00000000-	REFUND #573	SALES TAX REFUND #573	106395	7/29/2025	18,095.58
	1000-00-00000-110008-00000000-	REF 25T0002065/2066		106391	7/29/2025	511.00
	1000-00-00000-110008-00000000-	REF 25T0014016		106394	7/29/2025	500.00
	1000-00-00000-110008-00000000-	REF 24T0012520		106401	7/29/2025	611.00

	1000-00-00000-110008-00000000-	REF 25T0014015		106522	8/5/2025	500.00
	1000-00-00000-130205-00000000-	REFUND #30844A	REFUND FOR SALES TAX #30844	106396	7/29/2025	4,453.07
	1000-00-00000-130205-00000000-	REFUND #571	REFUND FOR USE TAX #571	106397	7/29/2025	96.75
	1000-00-00000-220450-00000000-	PB# 105073	PER BOND REF - # 105073 - HARBIN RD SUB/SEWER EXT	106390	7/29/2025	73,248.00
	1000-00-00000-110008-00000000-	RF 23T0001164/8911-2		106402	7/29/2025	3,000.00
	1000-00-00000-110008-00000000-	REF 11133566A		106403	7/29/2025	675.00
	1000-00-00000-110008-00000000-	REF 11216434		106400	7/29/2025	85.00
	1000-00-00000-110008-00000000-	REF 11061620		106392	7/29/2025	1,000.00
	1000-00-00000-130205-00000000-	REFUND #64010	REFUND #64010- FOR BL AND PENALTY WAIVED	106389	7/29/2025	190.65
	1000-12-00000-410100-00000000-	REFUND #64010	REFUND #64010- FOR BL AND PENALTY WAIVED	106389	7/29/2025	9,263.78
	1000-00-00000-210160-00000000-	OLSEN RSA REFUND	OLSEN - RSA REFUND (2000)	106399	7/29/2025	33.37
	1000-00-00000-110008-00000000-	REF 10823317		106393	7/29/2025	400.00
	1000-00-00000-110008-00000000-	REF 25T0000997/1575		106516	8/5/2025	194.00
	1000-00-00000-110008-00000000-	REF 25T0005613		106517	8/5/2025	271.00
	1000-00-00000-110008-00000000-	REF 24T0030526		106521	8/5/2025	436.00
	1000-00-00000-110008-00000000-	R 11144877/80/8036-7		106525	8/5/2025	1,286.00
	1000-00-00000-110008-00000000-	REF 25T0005887		106518	8/5/2025	300.00
	1000-00-00000-110008-00000000-	REF 25T0005614		106519	8/5/2025	300.00
	1000-00-00000-110008-00000000-	REF 24T0036274		106524	8/5/2025	700.00
	1000-00-00000-110008-00000000-	REF 24T0024849		106520	8/5/2025	396.00
	1000-00-00000-130205-00000000-	REFUND #593	REFUND #593 FOR S/T PD IN ERROR	106512	8/5/2025	27,038.66
	1000-00-00000-110008-00000000-	23T000993124OV000324		106526	8/5/2025	1,500.00
	1000-00-00000-130205-00000000-	REFUND #70451	REFUND #70451FOR BUSINESS LICENSE	106511	8/5/2025	420.72
	1000-12-00000-410100-00000000-	REFUND #70451	REFUND #70451FOR BUSINESS LICENSE	106511	8/5/2025	194.48
	1000-53-00000-420200-PK1030XX-	REFUND-GARAGE B	GARAGE B REFUND	106513	8/5/2025	15.00
	1000-00-00000-110008-00000000-	REF 25T0005989		106523	8/5/2025	600.00
	1000-00-00000-110008-00000000-	REF 24T0033237		106515	8/5/2025	136.00
	1000-00-00000-110008-00000000-	REF 24T0017050		106514	8/5/2025	111.00
	Total Paid by Vendor					**792,607.54**
REGIONS BANK	1000-19-00000-515040-00000000-	123840	POP: 07/31/25-07/30/26 ANNUAL FEES 2015-A BI# 6989	90007764	7/22/2025	1,100.00
	Total Paid by Vendor					**1,100.00**
REGIONS BANK	1000-19-00000-515040-00000000-	25060002749	POP 6/1/25-6/30/25 BANK FEES W/REGIONS	106404	7/29/2025	1,582.48
	1000-00-00000-200006-00000000-	7/25 PMT-6/25 TRX	POP: 06/01/25-06/30/25 JULY PCARD PAYMENT	106120	7/22/2025	144,471.71
	Total Paid by Vendor					**146,054.19**
REIMBURSEMENT PAYMENTS	1000-30-30200-515340-00000000-	LEMONDE DAY-07/16/25	SETUP MONEY FOR LEMONDE DAY	106117	7/16/2025	50.00
	Total Paid by Vendor					**50.00**
REPUBLIC SERVICES INC	1000-52-52200-515730-00000000-	0979-001161393	POP 5/1/25-5/31/25 LM STREET SWEEPING	106237	7/22/2025	12,311.84
	1000-52-52200-515730-00000000-	0979-001163508	POP 6/1/25-6/30/25 LM REFUSE CONTAINER SERVICES	106237	7/22/2025	404.25
	1000-52-52300-515730-00000000-	0979-001163508	POP 6/1/25-6/30/25 LM REFUSE CONTAINER SERVICES	106237	7/22/2025	404.25
	1000-52-52500-515730-00000000-	0979-001163508	POP 6/1/25-6/30/25 LM REFUSE CONTAINER SERVICES	106237	7/22/2025	134.75
	1000-52-52600-515730-00000000-	0979-001163508	POP 6/1/25-6/30/25 LM REFUSE CONTAINER SERVICES	106237	7/22/2025	404.25
	1000-52-52700-515730-00000000-	0979-001163508	POP 6/1/25-6/30/25 LM REFUSE CONTAINER SERVICES	106237	7/22/2025	404.25
	1000-52-52200-515730-00000000-	0979-001166443	POP 6/1/25-6/30/25 LM STREET SWEEPING	106237	7/22/2025	8,721.28
	1000-53-53200-513010-PK1060XX-	0979-001158710	POP: 05/09/25-06/30/25 REFUSE CONTNR SERV.	106528	8/5/2025	217.85
	1000-14-14310-515370-00000000-	0979-001163484	POP:06/01/25-06/30/25 2025 BLNKT-REFUSE SVS	106528	8/5/2025	7,894.46
	1000-14-14310-515370-00000000-	0979-001166115	POP 6/1/25-/6/30/25 REFUSE SVS	106528	8/5/2025	1,400.00
	1000-53-53200-513010-PK1060XX-	0979-001163849	POP:05/28/25-07/31/25 REFUSE CONTNR SERV.	106528	8/5/2025	442.98
	1000-14-14310-515370-00000000-	0979-001168605	POP 7/7/25 REFUSE SVS	106528	8/5/2025	350.00
	Total Paid by Vendor					**33,090.16**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	412651	Payroll Run 1 - Warrant 250720	106267	7/23/2025	1,407,731.24
	Total Paid by Vendor					**1,407,731.24**
RICHARD MOORE	1000-10-10300-515020-00000000-	RMJ-7/22/25	POP 7/22/25 CEA ALUMNI SOCIAL PHOTOBOOTH	106406	7/29/2025	200.00
	Total Paid by Vendor					**200.00**
ROBERT BOSCH NORTH AMERICA CORPORATION	1000-17-17100-515250-00000000-	2111172191	ALL-DOC-FLT-01 ALLISON DOC	106309	7/29/2025	820.00
	Total Paid by Vendor					**820.00**
ROBERT M BAKER	1000-18-00000-515372-00000000-	CS#47-CV-2024-900189	POP: 07/21/25 - OUTSIDE LEGAL SERVICES	106407	7/29/2025	3,500.00
	Total Paid by Vendor					**3,500.00**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	082025	POP 8/1/25-8/31/25 FIRE SUPPLY LEASE	106408	7/29/2025	8,000.00
	Total Paid by Vendor					**8,000.00**
ROCKET CITY GARAGE SERVICE LLC	1000-15-15100-513010-00000000-	2025INSPEC	POP:07/25/25 2025 LIFT INSPECTIONS	90007918	8/5/2025	4,415.00
	Total Paid by Vendor					**4,415.00**

RP MEDIA	1000-10-10200-515010-00000000-	0825	POP 8/1/25-9/1/25 DIGITAL BILLBOARD	106531	8/5/2025	1,200.00
	Total Paid by Vendor					**1,200.00**
RUSSELL CLINICS, LLC	1000-41-41250-515160-00000000-	421351	POP 6/24/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	373.20
	1000-41-41250-515160-00000000-	421481	POP 6/28/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	149.02
	1000-41-41250-515160-00000000-	421690	POP 7/3/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	1,281.85
	1000-41-41250-515160-00000000-	421744	POP 7/7/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	265.97
	1000-41-41250-515160-00000000-	421755	POP 7/7/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	1,206.31
	1000-41-41250-515160-00000000-	422025	POP 7/15/25 K9 VET BILLS-BLENKET PO	90007849	7/29/2025	1,498.13
	Total Paid by Vendor					**4,774.48**
RYAN THOMAS HUGHES	1000-41-41100-515340-00000000-	7426	POP: 07/28/25 - WINDOW TINT SERVICES	106443	8/5/2025	500.00
	Total Paid by Vendor					**500.00**
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230021183	COM TX 071625/4230021183	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230021183	COM TX 071625/4230021183	90007717	7/22/2025	10.00
	1000-15-15100-513030-00000000-	4230021183	COM TX 071625/4230021183	90007717	7/22/2025	140.26
	1000-15-15100-513030-00000000-	4230021272	COM TX 071625/4230021272	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230021272	COM TX 071625/4230021272	90007717	7/22/2025	152.00
	1000-15-15100-513030-00000000-	4230021272	COM TX 071625/4230021272	90007717	7/22/2025	2,622.72
	1000-15-15100-513030-00000000-	4230021288	COM TX 071625/4230021288	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230021288	COM TX 071625/4230021288	90007717	7/22/2025	33.00
	1000-15-15100-513030-00000000-	4230022509	COM TX 071625/4230022509	90007717	7/22/2025	38.00
	1000-15-15100-513030-00000000-	4230022544	COM TX 071625/4230022544	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022544	COM TX 071625/4230022544	90007717	7/22/2025	30.00
	1000-15-15100-513030-00000000-	4230022545	COM TX 071625/4230022545	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022545	COM TX 071625/4230022545	90007717	7/22/2025	24.00
	1000-15-15100-513030-00000000-	4230022545	COM TX 071625/4230022545	90007717	7/22/2025	79.80
	1000-15-15100-513030-00000000-	4230022545	COM TX 071625/4230022545	90007717	7/22/2025	3.00
	1000-15-15100-513030-00000000-	4230022550	COM TX 071625/4230022550	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022550	COM TX 071625/4230022550	90007717	7/22/2025	28.00
	1000-15-15100-513030-00000000-	4230022550	COM TX 071625/4230022550	90007717	7/22/2025	6.50
	1000-15-15100-513030-00000000-	4230022553	COM TX 071625/4230022553	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022553	COM TX 071625/4230022553	90007717	7/22/2025	38.00
	1000-15-15100-513030-00000000-	4230022594	COM TX 071625/4230022594	90007717	7/22/2025	11.00
	1000-15-15100-513030-00000000-	4230022594	COM TX 071625/4230022594	90007717	7/22/2025	297.59
	1000-15-15100-513030-00000000-	4230022594	COM TX 071625/4230022594	90007717	7/22/2025	28.00
	1000-15-15100-513030-00000000-	4230022604	COM TX 071625/4230022604	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022604	COM TX 071625/4230022604	90007717	7/22/2025	56.00
	1000-15-15100-513030-00000000-	4230022604	COM TX 071625/4230022604	90007717	7/22/2025	595.18
	1000-15-15100-513030-00000000-	4230022604	COM TX 071625/4230022604	90007717	7/22/2025	22.00
	1000-15-15100-513030-00000000-	4230022606	COM TX 071625/4230022606	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022606	COM TX 071625/4230022606	90007717	7/22/2025	30.00
	1000-15-15100-513030-00000000-	4230022606	COM TX 071625/4230022606	90007717	7/22/2025	192.67
	1000-15-15100-513030-00000000-	4230022606	COM TX 071625/4230022606	90007717	7/22/2025	7.02
	1000-15-15100-513030-00000000-	4230022606	COM TX 071625/4230022606	90007717	7/22/2025	6.50
	1000-15-15100-513030-00000000-	4230022607	COM TX 071625/4230022607	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022607	COM TX 071625/4230022607	90007717	7/22/2025	65.00
	1000-15-15100-513030-00000000-	4230022608	COM TX 071625/4230022608	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022608	COM TX 071625/4230022608	90007717	7/22/2025	76.00
	1000-15-15100-513030-00000000-	4230022610	COM TX 071625/4230022610	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022610	COM TX 071625/4230022610	90007717	7/22/2025	15.00
	1000-15-15100-513030-00000000-	4230022610	COM TX 071625/4230022610	90007717	7/22/2025	89.00
	1000-15-15100-513030-00000000-	4230022610	COM TX 071625/4230022610	90007717	7/22/2025	6.00
	1000-15-15100-513030-00000000-	4230022758	COM TX 071625/4230022758	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022758	COM TX 071625/4230022758	90007717	7/22/2025	33.00
	1000-15-15100-513030-00000000-	4230022759	COM TX 071625/4230022759	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022759	COM TX 071625/4230022759	90007717	7/22/2025	30.00
	1000-15-15100-513030-00000000-	4230022759	COM TX 071625/4230022759	90007717	7/22/2025	7.00
	1000-15-15100-513030-00000000-	4230022761	COM TX 071625/4230022761	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022761	COM TX 071625/4230022761	90007717	7/22/2025	33.00
	1000-15-15100-513030-00000000-	4230022762	COM TX 071625/4230022762	90007717	7/22/2025	85.00
	1000-15-15100-513030-00000000-	4230022762	COM TX 071625/4230022762	90007717	7/22/2025	28.00
	1000-15-15100-513030-00000000-	4230022762	COM TX 071625/4230022762	90007717	7/22/2025	355.00

1000-15-15100-513030-00000000-	4230022771	COM TX 071625/4230022771	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230022771	COM TX 071625/4230022771	90007717	7/22/2025	15.00
1000-15-15100-513030-00000000-	4230022887	COM TX 071625/4230022887	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230022887	COM TX 071625/4230022887	90007717	7/22/2025	55.00
1000-15-15100-513030-00000000-	4230022888	COM TX 071625/4230022888	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230022888	COM TX 071625/4230022888	90007717	7/22/2025	45.00
1000-15-15100-513030-00000000-	4230022974	COM TX 071625/4230022974	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230022975	COM TX 071625/4230022975	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230022975	COM TX 071625/4230022975	90007717	7/22/2025	152.00
1000-15-15100-513030-00000000-	4230022975	COM TX 071625/4230022975	90007717	7/22/2025	2,622.72
1000-15-15100-513030-00000000-	4230022976	COM TX 071625/4230022976	90007717	7/22/2025	85.00
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1000-15-15100-513030-00000000-	4230023023	COM TX 071625/4230023023	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230023023	COM TX 071625/4230023023	90007717	7/22/2025	56.00
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1000-15-15100-513030-00000000-	4230023023	COM TX 071625/4230023023	90007717	7/22/2025	297.59
1000-15-15100-513030-00000000-	4230023023	COM TX 071625/4230023023	90007717	7/22/2025	11.00
1000-15-15100-513030-00000000-	4230023073	COM TX 071625/4230023073	90007717	7/22/2025	85.00
1000-15-15100-513030-00000000-	4230023073	COM TX 071625/4230023073	90007717	7/22/2025	33.00
1000-00-00000-140101-00000000-	4230022901	TIRE	90007717	7/22/2025	56.00
1000-15-15100-513030-00000000-	4230022552	COM TX 072325/4230022552	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230022552	COM TX 072325/4230022552	90007795	7/29/2025	30.00
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1000-15-15100-513030-00000000-	4230022890	COM TX 072325/4230022890	90007795	7/29/2025	25.00
1000-15-15100-513030-00000000-	4230022890	COM TX 072325/4230022890	90007795	7/29/2025	142.83
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1000-15-15100-513030-00000000-	4230023122	COM TX 072325/4230023122	90007795	7/29/2025	56.00
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1000-15-15100-513030-00000000-	4230023136	COM TX 072325/4230023136	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023136	COM TX 072325/4230023136	90007795	7/29/2025	15.00
1000-15-15100-513030-00000000-	4230023137	COM TX 072325/4230023137	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023137	COM TX 072325/4230023137	90007795	7/29/2025	38.00
1000-15-15100-513030-00000000-	4230023141	COM TX 072325/4230023141	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023141	COM TX 072325/4230023141	90007795	7/29/2025	65.00
1000-15-15100-513030-00000000-	4230023149	COM TX 072325/4230023149	90007795	7/29/2025	272.84
1000-15-15100-513030-00000000-	4230023187	COM TX 072325/4230023187	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023187	COM TX 072325/4230023187	90007795	7/29/2025	10.00
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1000-15-15100-513030-00000000-	4230023187	COM TX 072325/4230023187	90007795	7/29/2025	6.00
1000-15-15100-513030-00000000-	4230023189	COM TX 072325/4230023189	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023189	COM TX 072325/4230023189	90007795	7/29/2025	33.00
1000-15-15100-513030-00000000-	4230023193	COM TX 072325/4230023193	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023193	COM TX 072325/4230023193	90007795	7/29/2025	33.00
1000-15-15100-513030-00000000-	4230023194	COM TX 072325/4230023194	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023194	COM TX 072325/4230023194	90007795	7/29/2025	56.00
1000-15-15100-513030-00000000-	4230023194	COM TX 072325/4230023194	90007795	7/29/2025	690.00
1000-15-15100-513030-00000000-	4230023195	COM TX 072325/4230023195	90007795	7/29/2025	270.00
1000-15-15100-513030-00000000-	4230023195	COM TX 072325/4230023195	90007795	7/29/2025	1,140.84
1000-15-15100-513030-00000000-	4230023196	COM TX 072325/4230023196	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023196	COM TX 072325/4230023196	90007795	7/29/2025	152.00
1000-15-15100-513030-00000000-	4230023196	COM TX 072325/4230023196	90007795	7/29/2025	1,221.16
1000-15-15100-513030-00000000-	4230023197	COM TX 072325/4230023197	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023197	COM TX 072325/4230023197	90007795	7/29/2025	130.00
1000-15-15100-513030-00000000-	4230023198	COM TX 072325/4230023198	90007795	7/29/2025	65.00
1000-15-15100-513030-00000000-	4230023238	COM TX 072325/4230023238	90007795	7/29/2025	85.00
1000-15-15100-513030-00000000-	4230023238	COM TX 072325/4230023238	90007795	7/29/2025	15.00
1000-15-15100-513030-00000000-	4230023244	COM TX 072325/4230023244	90007795	7/29/2025	85.00

	1000-15-15100-513030-00000000-	4230023244	COM TX 072325/4230023244	90007795	7/29/2025	165.00
	1000-15-15100-513030-00000000-	4230023277	COM TX 072325/4230023277	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023277	COM TX 072325/4230023277	90007795	7/29/2025	66.00
	1000-15-15100-513030-00000000-	4230023278	COM TX 072325/4230023278	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023278	COM TX 072325/4230023278	90007795	7/29/2025	65.00
	1000-15-15100-513030-00000000-	4230023279	COM TX 072325/4230023279	90007795	7/29/2025	65.00
	1000-15-15100-513030-00000000-	4230023342	COM TX 072325/4230023342	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023342	COM TX 072325/4230023342	90007795	7/29/2025	30.00
	1000-15-15100-513030-00000000-	4230023377	COM TX 072825/4230023377	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023377	COM TX 072825/4230023377	90007795	7/29/2025	1,340.00
	1000-15-15100-513030-00000000-	4230023377	COM TX 072825/4230023377	90007795	7/29/2025	224.00
	1000-15-15100-513030-00000000-	4230023380	COM TX 072825/4230023380	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023380	COM TX 072825/4230023380	90007795	7/29/2025	15.00
	1000-15-15100-513030-00000000-	4230023380	COM TX 072825/4230023380	90007795	7/29/2025	60.00
	1000-15-15100-513030-00000000-	4230023380	COM TX 072825/4230023380	90007795	7/29/2025	5.00
	1000-15-15100-513030-00000000-	4230023402	COM TX 072825/4230023402	90007795	7/29/2025	1,300.00
	1000-15-15100-513030-00000000-	4230023402	COM TX 072825/4230023402	90007795	7/29/2025	112.00
	1000-15-15100-513030-00000000-	4230023484	COM TX 072825/4230023484	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023484	COM TX 072825/4230023484	90007795	7/29/2025	38.00
	1000-15-15100-513030-00000000-	4230023528	COM TX 072825/4230023528	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023528	COM TX 072825/4230023528	90007795	7/29/2025	190.00
	1000-15-15100-513030-00000000-	4230023528	COM TX 072825/4230023528	90007795	7/29/2025	38.00
	1000-15-15100-513030-00000000-	4230023528	COM TX 072825/4230023528	90007795	7/29/2025	1,210.68
	1000-15-15100-513030-00000000-	4230023533	COM TX 072825/4230023533	90007795	7/29/2025	595.18
	1000-15-15100-513030-00000000-	4230023533	COM TX 072825/4230023533	90007795	7/29/2025	22.00
	1000-15-15100-513030-00000000-	4230023533	COM TX 072825/4230023533	90007795	7/29/2025	56.00
	1000-15-15100-513030-00000000-	4230023578	COM TX 072825/4230023578	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023578	COM TX 072825/4230023578	90007795	7/29/2025	76.00
	1000-15-15100-513030-00000000-	4230023579	COM TX 072825/4230023579	90007795	7/29/2025	85.00
	1000-15-15100-513030-00000000-	4230023579	COM TX 072825/4230023579	90007795	7/29/2025	15.00
	Total Paid by Vendor					**25,473.67**
S&S WORLDWIDE INC	1000-30-30200-515340-00000000-	IN101622652	ITEMS FOR HOME SCHOOL CHILDREN ARTS & CRAFT CLUB	106238	7/22/2025	102.49
	Total Paid by Vendor					**102.49**
SAFE SOFTWARE INC	1000-17-17100-515250-00000000-	INV116832	POP 09/30/25-10/01/26 FME ESRI SW EDITION PL/GIS	106410	7/29/2025	2,375.00
	Total Paid by Vendor					**2,375.00**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	97648744	CLEANERS/SOLVENTS DISPOSAL (BLANKET)	106411	7/29/2025	938.33
	Total Paid by Vendor					**938.33**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	134120	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007765	7/22/2025	11.58
	1000-14-14300-513010-00000000-	134141	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007765	7/22/2025	157.70
	1000-14-14300-513010-00000000-	134125	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007765	7/22/2025	378.96
	1000-14-14300-513010-00000000-	134152	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007850	7/29/2025	427.51
	1000-14-14300-513010-00000000-	134164	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007850	7/29/2025	154.38
	1000-14-14300-513010-00000000-	134181	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007919	8/5/2025	1.77
	1000-14-14300-513010-00000000-	134193	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007919	8/5/2025	189.00
	1000-14-14300-513010-00000000-	134197	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007919	8/5/2025	189.00
	1000-14-14300-513010-00000000-	134215	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007919	8/5/2025	58.76
	1000-14-14300-513010-00000000-	134236	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007919	8/5/2025	120.00
	1000-14-14300-513010-00000000-	134248	2025 BLANKET PO ELECTRICAL MISC ITEMS	90007919	8/5/2025	3,785.40
	1000-14-14300-513010-00000000-	134214	2025 BLANKET PO - SPECIFIC ELECTRICAL ITEMS	90007919	8/5/2025	69.00
	Total Paid by Vendor					**5,543.06**
SERVICEWEAR APPAREL	1000-52-52100-515670-00000000-	0057627518	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007766	7/22/2025	180.32
	1000-52-52100-515670-00000000-	0057684224	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007766	7/22/2025	107.89
	1000-52-52100-515670-00000000-	0057684225	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007766	7/22/2025	62.61
	1000-52-52100-515670-00000000-	0057697189	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007766	7/22/2025	78.34
	1000-52-52100-515670-00000000-	0057697190	UNIFORMS-LANDSCAPE MANAGEMENT (BLANKET)	90007766	7/22/2025	38.25
	1000-14-14300-515670-00000000-	0057722669	UNIFORMS - GENERAL SERVICES (BLANKET)	90007766	7/22/2025	204.32
	1000-14-14310-515670-00000000-	0057722668	UNIFORMS - GENERAL SERVICES (BLANKET)	90007766	7/22/2025	160.52
	1000-14-14300-515670-00000000-	0057673721	UNIFORMS - GENERAL SERVICES (BLANKET)	90007766	7/22/2025	28.25
	1000-74-74200-515670-00000000-	0057702553	UNIFORMS-GIS (BLANKET)	90007766	7/22/2025	19.91
	1000-74-74200-515670-00000000-	0057107255	UNIFORMS-GIS (BLANKET)	90007766	7/22/2025	162.58
	1000-74-74200-515670-00000000-	0057684223	UNIFORMS-GIS (BLANKET)	90007766	7/22/2025	39.82

	1000-30-30100-515670-00000000-	0057335620	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007766	7/22/2025	25.79
	1000-30-30100-515670-00000000-	0057392919	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007766	7/22/2025	117.14
	1000-30-30100-515670-00000000-	0057402684	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007766	7/22/2025	38.80
	1000-30-30100-515670-00000000-	0057406238	BLANKET-UNIFORMS FOR PARKS AND RECREATION	90007766	7/22/2025	75.87
	1000-75-75200-515670-00000000-	0057694223	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	90007766	7/22/2025	29.12
	1000-15-15100-515670-00000000-	0057546927	2025 UNIFORMS FLEET SERVICES(BLANKET)	90007766	7/22/2025	160.70
	1000-15-15100-515670-00000000-	0057702554	2025 UNIFORMS FLEET SERVICES(BLANKET)	90007766	7/22/2025	76.50
	1000-50-00000-515670-00000000-	0001101	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007766	7/22/2025	2,134.31
	1000-50-00000-515670-00000000-	0057711895	FY25 UNIFORMS - ANIMAL SERVICES - BLANKET	90007766	7/22/2025	51.90
	1000-50-00000-515670-00000000-	0001096	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007766	7/22/2025	3,146.91
	1000-50-00000-515670-00000000-	0001056	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007766	7/22/2025	61.97
	1000-55-55100-515670-00000000-	0057722667	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007851	7/29/2025	68.19
	1000-55-55100-515670-00000000-	0057543145	FY25 UNIFORMS-PWS-ADM/CONST/MAINT	90007851	7/29/2025	83.19
	1000-75-75200-515670-00000000-	0057751049	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	90007851	7/29/2025	20.87
	1000-13-13100-515340-00000000-	0057711896	UNIFORMS-FINANCE REVENUE ENFORCEMENT (BLANKETPO)	90007851	7/29/2025	25.29
	1000-13-13100-515340-00000000-	00391629	CREDIT MEMO FOR 0057576164	90007851	7/29/2025	-25.29
	1000-14-14300-515670-00000000-	0057554218	UNIFORMS - GENERAL SERVICES (BLANKET)	90007851	7/29/2025	56.73
	1000-30-30100-515670-00000000-	00317847	CREDIT FOR INV# 0057296635	90007851	7/29/2025	-102.54
	1000-30-30100-515670-00000000-	00326095	CREDIT FOR INV# 0057316615	90007851	7/29/2025	-25.29
	1000-30-30100-515670-00000000-	0057524667	WASHES W/CM 00376191	90007851	7/29/2025	64.76
	1000-30-30100-515670-00000000-	00376191	CREDIT FOR INV# 0057524667	90007851	7/29/2025	-64.76
	1000-30-30100-515670-00000000-	00343853	CREDIT FOR INV# 0057414713	90007851	7/29/2025	-13.05
	1000-50-00000-515670-00000000-	0001116	UNIFORMS ANIMAL SERVICES (THIRD PARTY)	90007920	8/5/2025	61.97
	Total Paid by Vendor					**7,151.89**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7432	POP 5/28/25-7/11/25 PAINTING BRAHAN SPRING	106240	7/22/2025	7,691.83
	1000-14-14300-513010-00000000-	7434	POP 6/12/25-7/16/25 PAINTING PLAYGROUND EQUIPMENT	106415	7/29/2025	1,643.76
	Total Paid by Vendor					**9,335.59**
SHI INTERNATIONAL CORP	1000-00-00000-140200-00000000-	B19989827	POP 05/01/25-04/30/26 MS EA ANNUAL SUPPORT	106241	7/22/2025	3,711.30
	1000-17-17100-515250-00000000-	B20007907	POP 7/15/25-7/14/26 ENTERPRISE LINUX SERVER	106416	7/29/2025	880.98
	1000-17-17200-520300-00000000-	B20058914	POP 7/24/25-4/30/26 COPILOT LICENSE FOR CD	106535	8/5/2025	278.10
	Total Paid by Vendor					**4,870.38**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	107914	POP 8/1/2025 - 8/31/2025 DATA CENTER SERVICES	106537	8/5/2025	7,577.44
	Total Paid by Vendor					**7,577.44**
SIMTECH SOLUTIONS INC	1000-17-17100-515250-00000000-	22372	REMAINING 50% FOR PO 20234966	106418	7/29/2025	4,475.00
	Total Paid by Vendor					**4,475.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52300-513013-00000000-	155861346-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106243	7/22/2025	55.46
	1000-52-52500-513010-00000000-	155363933-001	24-2-11 FERTILIZER FOR WEST	106243	7/22/2025	4,664.00
	1000-52-52300-513010-00000000-	154466283-002	SURFACTANT FOR SPORTS	106243	7/22/2025	186.63
	1000-52-52300-513013-00000000-	155831468-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106243	7/22/2025	158.12
	1000-52-52300-513013-00000000-	156127756-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106243	7/22/2025	14.17
	1000-52-52700-513010-00000000-	156086804-001	SUPPLIES FOR LM DIVISIONS NON-BID (BLANKET)	106243	7/22/2025	154.99
	1000-52-52300-513013-00000000-	156127756-001A	IRRIGATION SUPPLIES A-BID (BLANKET)	106419	7/29/2025	14.17
	1000-51-00000-513010-00000000-	156682007-001	GRASS SEED FOR CEMETERY	106538	8/5/2025	1,047.00
	1000-51-00000-515340-00000000-	156676593-001	NON-BID CEMETERY MAINT ITEMS/BLANKET PO	106538	8/5/2025	104.72
	1000-52-52300-513013-00000000-	156354599-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106538	8/5/2025	49.65
	1000-52-52300-513013-00000000-	156380807-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106538	8/5/2025	176.70
	1000-52-52300-513013-00000000-	156462458-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106538	8/5/2025	63.81
	1000-52-52300-513013-00000000-	156573313-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106538	8/5/2025	329.18
	1000-52-52300-513013-00000000-	156697038-001	IRRIGATION NON-BID ITEMS - LM (BLANKET)	106538	8/5/2025	159.83
	1000-52-52500-513010-00000000-	156710093-001	SUPPLIES FOR LM DIVISIONS NON-BID (BLANKET)	106538	8/5/2025	210.91
	Total Paid by Vendor					**7,389.34**
SMALL CLAIMS COURT OF LIMESTONE COUNTY	1000-00-00000-210180-00000000-	412645	Payroll Run 1 - Warrant 250720	106282	7/24/2025	321.56
	Total Paid by Vendor					**321.56**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	412658	Payroll Run 1 - Warrant 250720	106276	7/24/2025	1,907.06
	Total Paid by Vendor					**1,907.06**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/65129409	TOOLS - FLTHVY4	106244	7/22/2025	756.38
	1000-15-15100-515610-00000000-	ARV-65232280	TOOLS FLTAUTO	106420	7/29/2025	328.50
	1000-15-15100-515610-00000000-	ARV/65129410	TOOL KIT FOR NEW FLEET SERVICE TRUCK	106420	7/29/2025	7,092.56
	1000-15-15100-515610-00000000-	ARV-65382688	TOOLS - FLTHVY	106539	8/5/2025	208.00
	Total Paid by Vendor					**8,385.44**
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52900-515730-00000000-	T1008366	POP 5/1/25-5/31/25 LANDFILL TIPPING FEE	90007852	7/29/2025	5.73

	1000-75-75300-515340-00000000-	T1008580	POP 7/1/25-7/31/25 SOLID WASTE DISPOSAL	90007921	8/5/2025	77.55
	1000-50-00000-515340-00000000-	T1008582	POP 7/1/25-7/31/25 SOLID WASTE DISPOSAL	90007921	8/5/2025	31.91
	1000-52-52900-515730-00000000-	T1008473	POP 6/1/25-6/30/25 LANDFILL TIPPING	90007921	8/5/2025	40.90
	1000-70-70200-515730-00000000-	T1008562	POP 7/1-7/31/25 DUMP FEES	90007921	8/5/2025	3,749.40
	Total Paid by Vendor					**3,905.49**
SON MEDIA GROUP	1000-19-00000-515010-00000000-	6778	POP 7/16/25 CITY COUNCIL PUBLICATIONS	106541	8/5/2025	4,904.14
	Total Paid by Vendor					**4,904.14**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	1663019	POP 8/1/25-8/31/25 O&M LTE ACCOUNT #11027909	106540	8/5/2025	16,000.00
	1000-17-17100-515070-00000000-	REG20250000427694	POP 08/01/25-08/31/25 O&M LTE ACCOUNT #11027909	106540	8/5/2025	4,450.09
	1000-17-17100-515070-00000000-	REG20250000427122	POP 08-01-2025 - 08-31-2025 SOUTHERNLINC	106540	8/5/2025	4,707.76
	Total Paid by Vendor					**25,157.85**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240040218	TIRE	90007922	8/5/2025	1,512.00
	1000-00-00000-140101-00000000-	2240039679	TIRE	106245	7/22/2025	1,064.00
	1000-00-00000-140101-00000000-	2240039704	TIRE	106245	7/22/2025	-151.00
	1000-00-00000-140101-00000000-	2240039705	TIRE	106245	7/22/2025	1,688.88
	1000-00-00000-140101-00000000-	2240039871	TIRE	106245	7/22/2025	2,760.00
	1000-00-00000-140101-00000000-	2240039961	TIRE	106245	7/22/2025	1,842.00
	Total Paid by Vendor					**8,715.88**
STAPLES INC	1000-30-30200-515340-00000000-	6036933267	2411 9TH AVE. SW DEBRA H. 256-564-8026	90007768	7/22/2025	1,133.79
	1000-75-75300-515340-00000000-	6036507399	M.MILLS,2100 CLINTON AVE W.,256-427-5563	90007768	7/22/2025	229.99
	1000-13-13100-515340-00000000-	6037397619	S HOUSTON/305 FOUNTAIN CIR/256.427.5284	90007768	7/22/2025	405.99
	1000-30-30600-515340-00000000-	6037397626	211 9TH AVE. SW JERRY SHELTON 256-564-8026	90007768	7/22/2025	229.88
	1000-43-00000-515340-00000000-	6035743639	815 WHEELER AVENUE NETTA S. 256-427-7803	90007768	7/22/2025	1,152.87
	1000-55-55300-515340-00000000-	6036507389	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007768	7/22/2025	63.17
	1000-30-30200-515340-00000000-	6037397627	2411 9TH AVE SW, ROB E. 256-5648026	90007854	7/29/2025	136.54
	1000-72-00000-515340-00000000-	6037397622	S MIZE INSPECTION DEPT 305 FOUNTAIN CIR 427-5337	90007854	7/29/2025	58.50
	1000-43-00000-515340-00000000-	6038069607	815 WHEELER AVENUE NETTA S. 256-427-7803	90007854	7/29/2025	739.38
	1000-43-00000-515340-00000000-	6038069606	815 WHEELER AVENUE NETTA S. 256-427-7803	90007854	7/29/2025	379.92
	1000-30-30200-515340-00000000-	6038069602	2411 9TH AVE. SW KEVIN READY 256-564-8026	90007854	7/29/2025	522.29
	1000-42-42100-515340-00000000-	6037397628	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007854	7/29/2025	271.37
	1000-14-14300-513010-00000000-	6038069604	615 WASHINGTON ST 35801 256-427-5660 T. IRIAS	90007854	7/29/2025	34.63
	1000-41-41101-515340-00000000-	6038069601	820 MEMORIAL PARKWAY NW: J. TEMPLETON 427-7012	90007854	7/29/2025	543.40
	1000-13-13100-515340-00000000-	6038069600	SUPPLIES/SHOUSTON/305FOUNTAINCIR/3RDFL/2564275284	90007854	7/29/2025	18.09
	1000-10-10300-515340-00000000-	6034650628	HP 206X	90007854	7/29/2025	529.79
	1000-10-10300-515340-00000000-	6036933265	REFUND FOR 6034650628	90007854	7/29/2025	-529.79
	1000-30-30600-515340-00000000-	6036933266	HIGH YIELD TONER	90007854	7/29/2025	229.88
	1000-30-30600-515340-00000000-	6037397624	CREDIT FOR 6036933266	90007854	7/29/2025	-229.88
	1000-41-41110-515340-00000000-	6038069599	704 FIBER STREET NW - NAMACC 256-427-7034	90007923	8/5/2025	356.82
	1000-41-41304-515340-00000000-	6038069598	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007923	8/5/2025	45.39
	1000-41-41100-515340-00000000-	6038981691	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007923	8/5/2025	281.45
	1000-75-75300-515340-00000000-	6038981692	M.MILLS,2100 CLINTON AVE.,256-427-5563	90007923	8/5/2025	163.16
	1000-41-41100-515340-00000000-	6038981695	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007923	8/5/2025	213.94
	1000-41-41100-515340-00000000-	6038981696	704 FIBER ST. NW/ J.TOWRY/ 256-427-7174	90007923	8/5/2025	192.20
	1000-42-42100-515340-00000000-	6038981700	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007923	8/5/2025	263.62
	1000-43-00000-515340-00000000-	6038981701	815 WHEELER AVENUE NETTA S. 256-427-7803	90007923	8/5/2025	1,161.90
	1000-41-41100-515340-00000000-	6038981689	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90007923	8/5/2025	35.89
	1000-42-42100-515340-00000000-	6038981693	OFFICE SUPPLIES JULIE A 2219 HALL AVE 2567053075	90007923	8/5/2025	57.83
	Total Paid by Vendor					**8,692.01**
STATE OF OKLAHOMA	1000-00-00000-210180-00000000-	412667	Payroll Run 1 - Warrant 250720	106283	7/24/2025	159.92
	Total Paid by Vendor					**159.92**
STATE OF WISCONSIN	1000-00-00000-210180-00000000-	412668	Payroll Run 1 - Warrant 250720	106284	7/24/2025	211.22
	Total Paid by Vendor					**211.22**
STATE SYSTEMS INC	1000-50-00000-515340-00000000-	148027308	ADDITIONAL SECURITY CAMERAS FOR ANIMAL SERVICES	90007769	7/22/2025	40,235.48
	1000-14-14300-515370-00000000-	148028929	POP 6/1/25-7/1/25 FIRE & SEC. MONTHLY BILLING	90007769	7/22/2025	1,239.00
	1000-14-14300-515370-00000000-	148023414	POP: 05/01/25-05/31/25 FIRE & SEC. MONTHLY BILLING	90007769	7/22/2025	11,011.50
	1000-53-53200-513010-PK1030XX-	148031700	POP 7/15/25-7/18/25 SPRINKLER & FIRE ALARM MNT	90007855	7/29/2025	578.50
	1000-14-14300-513010-00000000-	148031713	POP 7/11/25-7/22/25 FIRE PUMP REPAIR - MJPSC	90007924	8/5/2025	836.60
	1000-14-14300-513010-00000000-	148029137	POP: 06/27/25-06/30/25 CAMERAS CCTV REPAIRS	90007924	8/5/2025	375.00
	Total Paid by Vendor					**54,276.08**
STERICYCLE INC	1000-50-00000-515340-00000000-	8011448749	POP 8/1/25-10/31/25 HAZARDOUS NEEDLES DISPOSAL	106544	8/5/2025	107.19
	Total Paid by Vendor					**107.19**

STOVEHOUSE PROPERTIES LLC	1000-74-74400-515020-00000000-	23268	POP 6/1/25-6/30/25 BRANDING AND AWARENESS	106422	7/29/2025	1,750.00
	Total Paid by Vendor					**1,750.00**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU046072-00	PAPER FOR STOCK	106423	7/29/2025	29.78
	1000-12-12500-515340-00000000-	HU047208-00	PAPER FOR STOCK	106423	7/29/2025	2,238.60
	1000-12-12500-515340-00000000-	HU046670-00	PAPER FOR STOCK	106545	8/5/2025	76.00
	1000-12-12500-515340-00000000-	HU046670-01	PAPER FOR STOCK	106545	8/5/2025	101.00
	1000-12-12500-515340-00000000-	HU047594-00	OFFICE AND PRINT SUPPLIES	106545	8/5/2025	101.00
	1000-43-00000-515340-00000000-	HU047801-00	STRICKLAND PAPERSTOCK	106545	8/5/2025	915.80
	1000-00-00000-140110-00000000-	HU047989-00	BETH WALLS /305 FOUNTAIN CIRCLE SW/OFFICE SUPPLY	106545	8/5/2025	118.48
	Total Paid by Vendor					**3,580.66**
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	106767-0101	SWING REPLACEMENT FOR OPTIMIST PARK	106424	7/29/2025	1,341.19
	1000-14-14300-513010-00000000-	106832-0101	CAVALRY HILLS SEE SAW RUBBER SPRING	106424	7/29/2025	2,089.28
	1000-14-14300-513010-00000000-	106411-0101	COIL SPRINGS-SOUTHSIDE PARK	106546	8/5/2025	1,232.48
	Total Paid by Vendor					**4,662.95**
SUNBELT FIRE INC	1000-15-15100-513030-00000000-	00028091	COM TX 071625/00028091	90007771	7/22/2025	542.50
	1000-15-15100-513030-00000000-	00028091	COM TX 071625/00028091	90007771	7/22/2025	82.01
	1000-15-15100-513030-00000000-	00028091	COM TX 071625/00028091	90007771	7/22/2025	32.55
	Total Paid by Vendor					**657.06**
SUNBELT RENTALS INC	1000-55-55300-513050-00000000-	167535563-0004	POP 7-3-25 to 7-30-25 MINI EXCAVATOR W/BUCKET	106425	7/29/2025	1,487.50
	1000-55-55300-513050-00000000-	159891021-0011	POP 7-2-25 to 7-29-25 ASPHALT/CONC PLANNER	106425	7/29/2025	1,508.50
	1000-74-74400-515520-00000000-	170786196-0001	POP 6/26/25 FANS FOR 805 AFTER FIVE JUNE	106425	7/29/2025	1,036.00
	1000-74-74400-515520-00000000-	170827058-0001	POP 6/26/25 FANS FOR 805 AFTER FIVE JUNE	106425	7/29/2025	614.25
	Total Paid by Vendor					**4,646.25**
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	042	POP 7/1/25-7/31/25 JANITORIAL SERVICES	90007925	8/5/2025	94,352.93
	Total Paid by Vendor					**94,352.93**
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000150202	POP 8/1/25-8/31/25 LUKE SERVICES PARKING	90007858	7/29/2025	6,180.00
	Total Paid by Vendor					**6,180.00**
TASK FORCE TIPS, LLC	1000-42-42100-513040-00000000-	9022376	POP 7/2/25 NOZZLE REPAIR	106547	8/5/2025	609.33
	Total Paid by Vendor					**609.33**
TEMPLE INC	1000-75-75300-515340-00000000-	INV0267183	PUSHBUTTONS FOR STOCK-JASON	106426	7/29/2025	500.00
	1000-75-75100-515790-00000000-	INV0267128	POP 4/8/25-4/9/25 ON-SITE CABINET TRAINING	106426	7/29/2025	1,250.00
	1000-75-75300-515340-00000000-	INV0267348	SETUP BOX FOR PEDS	106548	8/5/2025	1,300.80
	1000-75-75100-515790-00000000-	INV0267349.1	POP:04/08/26-04/09/26 ON-SITE CABINET TRAINING	106548	8/5/2025	1,250.00
	Total Paid by Vendor					**4,300.80**
TENNANT SALES AND SERVICE CO	1000-14-14310-515310-00000000-	921419844	POP:07/09/25 I MOP SERVICE	106549	8/5/2025	281.45
	Total Paid by Vendor					**281.45**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	412654	Payroll Run 1 - Warrant 250720	106285	7/24/2025	726.91
	Total Paid by Vendor					**726.91**
TENNESSEE TENSION LLC	1000-53-53200-513010-PK1060XX-	00481	POP 7/30/25 SINGLE BARRIER CABLE REPAIR	106550	8/5/2025	2,500.00
	Total Paid by Vendor					**2,500.00**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	31518	POP 7/16/25-7/21/25 ANIMAL CONTROL CATCH	90007926	8/5/2025	445.00
	1000-14-14300-513010-00000000-	31531	POP 7/18/25-7/25/25 CID- REPLACE LOOP	90007926	8/5/2025	1,080.00
	Total Paid by Vendor					**1,525.00**
TERESA HODGES	1000-19-00000-515190-00000000-	SETT CL# FY2025-178	SETTLEMENT OF CL#FY2025-178	106248	7/22/2025	375.00
	Total Paid by Vendor					**375.00**
TEWALT LAW FIRM	1000-43-00000-515043-00000000-	24T26554	POP 9/23/25-2/12/25 LEGAL ATTORNEY SERVICES	90007772	7/22/2025	385.00
	Total Paid by Vendor					**385.00**
THE BURNEY SISTERS	1000-74-74400-515020-00000000-	163	POP 8/15/25-8/30/25 MAP AWARD RES #25-146	90007928	8/5/2025	500.00
	Total Paid by Vendor					**500.00**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN584587	POP: 06/01/25-07/10/25-COPIER SVCS LIOCE GRP	106249	7/22/2025	552.50
	1000-17-17100-515250-00000000-	IN583493	POP: 06/11/25-07/10/25- COPIER SVCS LIOCE GRP	106249	7/22/2025	96.24
	1000-70-70200-515340-00000000-	IN585497	POP: 06/05/25 -07/04/25 -COPIER SERVICES	106427	7/29/2025	170.25
	1000-17-17100-515250-00000000-	IN585497	POP: 06/05/25 -07/04/25 -COPIER SERVICES	106427	7/29/2025	2,654.49
	Total Paid by Vendor					**3,473.48**
THE ROBERTS GROUP INC	1000-15-15100-515340-00000000-	1639690	DRINKING WATER, FEES FY25 (BLANKET)	106250	7/22/2025	43.50
	1000-15-15100-515340-00000000-	1634791	CREDIT FOR 1634790	106250	7/22/2025	-24.50
	1000-52-52100-515340-00000000-	1644558	POP 7/1/25-7/31/25 WATER SYSTEMS FOR LM BUILDING	106552	8/5/2025	34.99
	1000-52-52600-515340-00000000-	1645029	POP 7/1/25-7/31/25 WATER SYSTEMS FOR LM BUILDINGS	106552	8/5/2025	34.99
	1000-16-16300-515340-00000000-	1644825	POP 7/1/25-7/31/25 WATER FOR THE HEALTH/WELLNES	106552	8/5/2025	53.70
	Total Paid by Vendor					**142.68**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	7/16/25-1ST SESSION	POP 7/16/25 TIMOTHY WILLIS	106251	7/22/2025	105.00

	1000-43-00000-515370-00000000-	7/23/25-2ND SESSION	POP 7/23/25 TIMOTHY WILLIS	106428	7/29/2025	105.00
	1000-43-00000-515370-00000000-	7/30/25-3RD SESSION	POP 7/30/25 TIMOTHY WILLIS	106554	8/5/2025	105.00
	1000-43-00000-515370-00000000-	8/4/25- 1ST SESSION	POP 8/4/25 TIMOTHY WILLIS	106554	8/5/2025	100.00
	Total Paid by Vendor					**415.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	45136	COM TX 072325/45136	106305	7/29/2025	100.00
	1000-15-15100-513030-00000000-	45141	COM TX 072325/45141	106305	7/29/2025	100.00
	1000-15-15100-513030-00000000-	45148	COM TX 072825/45148	106305	7/29/2025	100.00
	1000-15-15100-513030-00000000-	45149	COM TX 072825/45149	106305	7/29/2025	100.00
	Total Paid by Vendor					**400.00**
TOM JEFFREYS SIGN AND BANNER	1000-52-52900-515010-00000000-	45671	SIGNS FOR GREEN TEAM ACTIVITIES (BLANKET FY25)	106429	7/29/2025	275.00
	1000-52-52900-515010-00000000-	45727	SIGNS FOR GREEN TEAM ACTIVITIES (BLANKET FY25)	106429	7/29/2025	300.00
	1000-42-42100-515340-00000000-	45722	ART WORK AND SIGN BLANKET	106555	8/5/2025	150.00
	1000-42-42100-515340-00000000-	45193	ART WORK AND SIGN BLANKET	106555	8/5/2025	355.00
	Total Paid by Vendor					**1,080.00**
TOP SURFACE LLC	1000-14-14300-513010-00000000-	1040	POP 7/1/25-7/30/25 FALLEN OFFICERS MEMORIAL	90007929	8/5/2025	625.00
	Total Paid by Vendor					**625.00**
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W03241	COM TX 072325/W03241	106430	7/29/2025	6,231.61
	1000-15-15100-513030-00000000-	W03241	COM TX 072325/W03241	106430	7/29/2025	5,994.00
	1000-15-15100-513030-00000000-	W03396	COM TX 072325/W03396	106430	7/29/2025	485.23
	1000-15-15100-513030-00000000-	W03396	COM TX 072325/W03396	106430	7/29/2025	3,402.00
	1000-15-15100-513030-00000000-	W03480	COM TX 072325/W03480	106430	7/29/2025	2,766.96
	1000-15-15100-513030-00000000-	W03480	COM TX 072325/W03480	106430	7/29/2025	28.41
	Total Paid by Vendor					**18,908.21**
TRI COUNTY SHOES INCORPORATED	1000-50-00000-515670-00000000-	758ST1-663250	BOOTS FOR OFFICER KADEEM CLEVELAND	90007846	7/29/2025	163.99
	1000-51-00000-515670-00000000-	758ST1-1094959	FY25 FOOTWEAR CEMETERY DEPT (BLANKET)	90007917	8/5/2025	150.00
	1000-55-55100-515670-00000000-	758ST1-982483	FY25 BOOTS FOR PWS M&C(BLANKET)	90007917	8/5/2025	159.00
	1000-14-14200-515670-00000000-	758ST1-1190431	2025 SAFETY SHOES-GENERAL SERVICES (BLANKET)	90007917	8/5/2025	135.99
	Total Paid by Vendor					**608.98**
TRIHAZ SOLUTIONS LLC	1000-42-42200-515130-00000000-	62763	POP 6/1/25-6/30/25 MEDICAL WASTE DISPOSAL	90007775	7/22/2025	700.00
	1000-42-42200-515130-00000000-	62764	POP 7/1/25-7/30/25 MEDICAL WASTE DISPOSAL	90007775	7/22/2025	700.00
	1000-42-42200-515130-00000000-	62172	POP 6/1/25-6/30/25 FIRE MEDICAL WASTE	90007860	7/29/2025	700.00
	Total Paid by Vendor					**2,100.00**
TURFGRASS OF TENNESSEE LLC	1000-52-52600-513010-00000000-	41572	SOD FOR STONER PARK FOOTBALL FIELD (NORTH)	106431	7/29/2025	6,804.00
	1000-52-52600-513010-00000000-	41573	SOD FOR SHURNEY CENTER (NORTH)	106431	7/29/2025	4,860.00
	1000-52-52600-513010-00000000-	41930	SOD FOR CALVERY HILL & MARK RUSSELL (NORTH)	106431	7/29/2025	14,288.40
	1000-52-52600-513010-00000000-	41778	SOD FOR NORTH MAINTENANCE (BLANKET)	106557	8/5/2025	337.50
	Total Paid by Vendor					**26,289.90**
UKG KRONOS SYSTEMS LLC	1000-00-00000-140200-00000000-	I10010013417	POP 09/06/25-09/05/26 KRONOS YEARLY SUPPORT	106368	7/29/2025	193,240.32
	Total Paid by Vendor					**193,240.32**
ULINE INC	1000-30-30600-515340-00000000-	194823117	WRIST BANDS TO VERIFY ADMISSION TO POOL-SHOWERS P	106253	7/22/2025	371.18
	Total Paid by Vendor					**371.18**
UNITED STATES TREASURY	1000-00-00000-210180-00000000-	412661	Payroll Run 1 - Warrant 250720	106274	7/24/2025	322.72
	Total Paid by Vendor					**322.72**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	412652	Payroll Run 1 - Warrant 250720	106286	7/24/2025	659.65
	Total Paid by Vendor					**659.65**
US BANK	1000-19-00000-515040-00000000-	14826243	POP 5/1/25-5/31/25 SANDRA HOUSTON	106255	7/22/2025	82.26
	Total Paid by Vendor					**82.26**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	412665	Payroll Run 1 - Warrant 250720	106275	7/24/2025	310.47
	Total Paid by Vendor					**310.47**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	412649	Payroll Run 1 - Warrant 250720	106265	7/23/2025	989,794.84
	1000-00-00000-210140-00000000-	412649	Payroll Run 1 - Warrant 250720	106265	7/23/2025	537,311.26
	Total Paid by Vendor					**1,527,106.10**
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	320952	PED SIGNAL HARDWARE	90007864	7/29/2025	3,986.00
	1000-75-75300-515340-00000000-	320028	GROUNDING LUG-TIM RILEY	90007864	7/29/2025	292.50
	1000-75-75300-515340-00000000-	319968	ITEMS FOR STOCK-JASON	90007864	7/29/2025	2,290.00
	1000-75-75300-515340-00000000-	319972	HARDWARE FOR STOCK-JASON	90007864	7/29/2025	6,870.00
	Total Paid by Vendor					**13,438.50**
VALLEY CUSTOM FABRICATION & WELDING	1000-15-15100-513030-00000000-	47669	COM TX 072225/47669	106433	7/29/2025	310.00
	Total Paid by Vendor					**310.00**
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	823299272	JULY 2025 ACCT #30015389/3429037	90007865	7/29/2025	24,405.98
	Total Paid by Vendor					**24,405.98**

VULCAN INC	1000-75-75200-515340-00000000-	R62177	METAL SIGN BLANKS	106434	7/29/2025	1,121.00
	Total Paid by Vendor					**1,121.00**
WAGEWORKS	1000-00-00000-210250-00000000-	412648	Payroll Run 1 - Warrant 250720	106263	7/23/2025	5,020.03
	1000-00-00000-210260-00000000-	412648	Payroll Run 1 - Warrant 250720	106263	7/23/2025	29,058.95
	Total Paid by Vendor					**34,078.98**
WEST PUBLISHING CORPORATION	1000-18-00000-515340-00000000-	852307841	POP 7/1/25-7/31/25 WESTLAW	90007934	8/5/2025	5,104.00
	Total Paid by Vendor					**5,104.00**
WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	600024	OIL	90007780	7/22/2025	8,664.00
	Total Paid by Vendor					**8,664.00**
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	41612	POP 6/30/25-7/11/25 LAUNDRY APPLIANCE REPAIRS	106259	7/22/2025	1,073.34
	1000-14-14300-513010-00000000-	41630	POP 7/8/25-7/17/25 LAUNDRY APPLIANCE REPAIRS	106259	7/22/2025	527.05
	1000-14-14300-513010-00000000-	41613	POP 6/27/25-7/11/25 LAUNDRY APPLIANCE REPAIRS	106436	7/29/2025	485.00
	1000-14-14300-513010-00000000-	41615	POP 7/8/25-7/14/25 LAUNDRY APPLIANCE REPAIRS	106436	7/29/2025	495.04
	1000-14-14300-513010-00000000-	41657	POP 7/21/25 LAUNDRY APPLIANCE REPAIRS	106436	7/29/2025	760.62
	1000-14-14300-513010-00000000-	41658	POP 7/14/25-7/23/25 LAUNDRY APPLIANCE REPAIRS	106436	7/29/2025	562.68
	1000-14-14300-513010-00000000-	41667	POP 7/8/25-7/14/25 LAUNDRY APPLIANCE REPAIRS	106560	8/5/2025	485.00
	Total Paid by Vendor					**4,388.73**
WHOLESALE TROPHIES INC	1000-42-42100-515340-00000000-	25-0708	WHOLESALE TROPHY BLANKET	106260	7/22/2025	42.50
	Total Paid by Vendor					**42.50**
WINSUPPLY HUNTSVILLE AL CO.	1000-51-00000-515340-00000000-	085029 01	NONBID PLUMBING PARTS/BLANKET PO	106261	7/22/2025	27.73
	1000-14-14300-513010-00000000-	085379 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106261	7/22/2025	163.86
	1000-14-14300-513010-00000000-	085257 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106261	7/22/2025	1,056.00
	1000-14-14300-513010-00000000-	085510 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106261	7/22/2025	114.65
	1000-14-14300-513010-00000000-	085516 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106261	7/22/2025	80.00
	1000-14-14300-513010-00000000-	085074 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106261	7/22/2025	608.90
	1000-14-14300-513010-00000000-	085408 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106437	7/29/2025	126.80
	1000-55-55100-513010-00000000-	084899 01	FY25 BLANKET FOR PLUMBING SUPPLIES	106437	7/29/2025	790.09
	1000-14-14300-513010-00000000-	086088 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	145.14
	1000-14-14300-513010-00000000-	085944 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	66.40
	1000-14-14300-513010-00000000-	085861 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	6.78
	1000-14-14300-513010-00000000-	085839 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	243.22
	1000-14-14300-513010-00000000-	085803 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	73.87
	1000-14-14300-513010-00000000-	085581 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	270.50
	1000-14-14300-513010-00000000-	083340 01	2025 BLANKET PO - MISC. PLUMBING SUPPLIES/TOOLS	106561	8/5/2025	1,122.23
	Total Paid by Vendor					**4,896.17**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S105310702.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	27.76
	1000-14-14300-515610-00000000-	S105294856.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	560.21
	1000-14-14300-513010-00000000-	S105303048.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	999.57
	1000-14-14300-513010-00000000-	S105304824.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	202.05
	1000-14-14300-513010-00000000-	S105304836.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	300.00
	1000-14-14300-513010-00000000-	S105305937.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	226.88
	1000-14-14300-513010-00000000-	S105306669.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	54.50
	1000-14-14300-513010-00000000-	S105306803.001	2025 BLANKET PO - HVAC SUPPLIES	90007782	7/22/2025	42.40
	1000-14-14300-513010-00000000-	S105313921.001	2025 BLANKET PO - HVAC SUPPLIES	90007868	7/29/2025	25.25
	1000-14-14300-515610-00000000-	S105294856.002	2025 BLANKET PO - HVAC SUPPLIES	90007868	7/29/2025	554.93
	1000-14-14300-513010-00000000-	S105316643.001	2025 BLANKET PO - HVAC SUPPLIES	90007868	7/29/2025	262.65
	1000-14-14300-513010-00000000-	S105324784.001	2025 BLANKET PO - HVAC SUPPLIES	90007868	7/29/2025	59.73
	1000-14-14300-513010-00000000-	S105196171.001	CREDIT FOR S105194839.001	90007868	7/29/2025	-17.96
	1000-14-14300-513010-00000000-	S105322222.001	2025 BLANKET PO - HVAC SUPPLIES	90007937	8/5/2025	325.00
	1000-14-14300-515610-00000000-	S105322222.001	2025 BLANKET PO - HVAC SUPPLIES	90007937	8/5/2025	53.32
	1000-14-14300-513010-00000000-	S105346098.001	2025 BLANKET PO - HVAC SUPPLIES	90007937	8/5/2025	300.00
	1000-14-14300-513010-00000000-	S105346106.001	2025 BLANKET PO - HVAC SUPPLIES	90007937	8/5/2025	98.01
	1000-14-14300-513010-00000000-	S105358910.001	2025 BLANKET PO - HVAC SUPPLIES	90007937	8/5/2025	300.00
	Total Paid by Vendor					**4,374.30**
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	082025	POP 8/1/25-8/31/25 SHONEY DRIVE LEASE	106438	7/29/2025	5,667.00
	Total Paid by Vendor					**5,667.00**
WL HALSEY GROCERY CO	1000-14-14310-515340-00000000-	319295	2 PALLETS OF BOTTLED WATER	106167	7/22/2025	696.60
	Total Paid by Vendor					**696.60**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18921558	COM TX 071625/18921558	106262	7/22/2025	1,048.15
	1000-15-15100-513030-00000000-	18921558	COM TX 071625/18921558	106262	7/22/2025	518.40
	1000-15-15100-513030-00000000-	18921558	COM TX 071625/18921558	106262	7/22/2025	235.20

		1000-15-15100-513030-00000000-	18921558	COM TX 071625/18921558	106262	7/22/2025	171.50
		1000-15-15100-513030-00000000-	18921558	COM TX 071625/18921558	106262	7/22/2025	220.00
		1000-15-15100-513030-00000000-	18921618	COM TX 071625/18921618	106262	7/22/2025	121.18
		1000-15-15100-513030-00000000-	18921618	COM TX 071625/18921618	106262	7/22/2025	724.80
		1000-15-15100-513030-00000000-	18921618	COM TX 071625/18921618	106262	7/22/2025	172.80
		1000-15-15100-513030-00000000-	18921618	COM TX 071625/18921618	106262	7/22/2025	126.00
		1000-15-15100-513030-00000000-	18921618	COM TX 071625/18921618	106262	7/22/2025	180.00
		1000-15-15100-513030-00000000-	16538431	COM TX 071825/16538431	106262	7/22/2025	35.55
		1000-15-15100-513030-00000000-	16538431	COM TX 071825/16538431	106262	7/22/2025	275.00
		1000-15-15100-513030-00000000-	16539620	COM TX 072825/16539620	106439	7/29/2025	385.08
		1000-15-15100-513030-00000000-	16539620	COM TX 072825/16539620	106439	7/29/2025	1,350.00
		1000-15-15100-513030-00000000-	18921535	COM TX 072825/18921535	106439	7/29/2025	388.80
		1000-15-15100-513030-00000000-	18921535	COM TX 072825/18921535	106439	7/29/2025	163.20
		1000-15-15100-513030-00000000-	18921535	COM TX 072825/18921535	106439	7/29/2025	378.07
		1000-15-15100-513030-00000000-	18921535	COM TX 072825/18921535	106439	7/29/2025	119.00
		1000-15-15100-513030-00000000-	18921535	COM TX 072825/18921535	106439	7/29/2025	170.00
		Total Paid by Vendor					**6,782.73**
	ZOE NICOLE SASSER	1000-74-74400-515520-00000000-	07262511	POP 7/26/25 SPECIAL ACTIVITIES	90007869	7/29/2025	350.00
		Total Paid by Vendor					**350.00**
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9028534228	ANIMAL MEDICATION (NOT ON CONTRACT) BLANKET	106440	7/29/2025	387.84
		Total Paid by Vendor					**387.84**
	Total by Fund 1000						**8,047,569.44**
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20250506	POP:05/01/25-05/31/25 MENTAL HEALTH SVCS, CITY EMP	90007716	7/22/2025	95,136.05
		1005-00-00000-517030-00000000-	20250701	POP:06/01/25-06/30/25 MENTAL HEALTH SVCS, CITY EMP	90007716	7/22/2025	118,803.01
		Total Paid by Vendor					**213,939.06**
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517020-00000000-	GROUP INV DUE 8/1/25	POP: 8/01/25-8/31/25 GROUP HEALTH	90007718	7/22/2025	83,778.78
		1005-00-00000-517010-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	589,705.03
		1005-00-00000-517010-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	198.83
		1005-00-00000-517015-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	159,822.96
		1005-00-00000-517015-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	528.86
		1005-00-00000-517025-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	732.52
		1005-00-00000-517010-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	661,839.22
		1005-00-00000-517010-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	315.90
		1005-00-00000-517015-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	213,904.44
		1005-00-00000-517015-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	128.52
		1005-00-00000-517025-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	969.68
		1005-00-00000-517010-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	374,253.61
		1005-00-00000-517010-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	2,825.04
		1005-00-00000-517015-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	271,034.03
		1005-00-00000-517015-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	16.93
		1005-00-00000-517025-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	151.18
		1005-00-00000-517010-00000000-	PPA839197625-AUG25	PMT OF COBRA BENEFITS 8/1/25-9/1/25 (HORNBUCKLE)	106307	7/29/2025	1,347.33
		Total Paid by Vendor					**2,361,552.86**
	UNITED STATES FIRE INSURANCE COMPANY	1005-00-00000-517040-00000000-	US2145420-071825	POP: 08/01/25-08/31/25-FY25 STOP LOSS	106432	7/29/2025	178,421.15
		Total Paid by Vendor					**178,421.15**
	WAGEWORKS	1005-00-00000-517020-00000000-	INV8065514	POP 7/1/25-7/31/25 FY25 FSA	90007867	7/29/2025	1,557.00
		Total Paid by Vendor					**1,557.00**
	Total by Fund 1005						**2,755,470.07**
1010	BSN SPORTS LLC	1010-30-00000-513010-00000000-	930361799	REPLACEMENT OF DAMAGED BOXES	106453	8/5/2025	2,105.99
		Total Paid by Vendor					**2,105.99**
	COLORADO TIME SYSTEMS LLC	1010-30-30403-515520-00000000-	2018603-IN	SOLE SOURCE TIMING SYSTEM HSV AQUATICS CENTER	106320	7/29/2025	30,825.00
		1010-30-30403-515520-00000000-	2018409-IN	SOLE SOURCE TIMING SYSTEM HSV AQUATICS CENTER	106320	7/29/2025	24,575.00
		Total Paid by Vendor					**55,400.00**
	GALLS LLC	1010-42-00000-515520-00000000-	031735429	SHOULDER CORDS FOR HONOR GUARD	90007738	7/22/2025	140.00
		Total Paid by Vendor					**140.00**
	INTERIOR ELEMENTS LLC	1010-10-00000-515524-00000000-	12200	QUOTE HSV TV STUDIO FURNISHINGS	106360	7/29/2025	212.00
		Total Paid by Vendor					**212.00**
	JAMES R BRENNER	1010-51-00000-515340-00000000-	10863	HEADSTONE CLEANER FOR CEMETERY	106487	8/5/2025	4,074.37
		Total Paid by Vendor					**4,074.37**
	WL HALSEY GROCERY CO	1010-10-00000-515520-00000000-	148095	R BARBOUR 305 FOUNTIN CIRCLE 7TH FL 256-427-5001	106167	7/22/2025	42.95
		1010-10-00000-515520-00000000-	148094	R BARBOUR 305 FOUNTIN CIRCLE 7TH FL 256-427-5001	106342	7/29/2025	2,884.45

		Total Paid by Vendor					**2,927.40**
	Total by Fund 1010						**64,859.76**
2000	ALL SEASONS UNIFORMS, INC.	2000-54-54D10-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	9,399.63
		2000-54-54D41-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	468.10
		2000-54-54M10-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	8,100.93
		2000-54-54M41-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	380.00
		2000-54-54M42-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	101.75
		2000-54-5416D-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	706.10
		2000-54-5416M-515670-PT502130-	IN0153970	2025 PUBLIC TRANSIT UNIFORMS	106445	8/5/2025	871.90
		2000-54-54M10-515670-PT502130-	IN0153969	NEW HIRE UNIFORMS (ORBIT)	106445	8/5/2025	732.30
		2000-54-54M42-515670-PT502130-	IN0153969	NEW HIRE UNIFORMS (ORBIT)	106445	8/5/2025	36.10
		Total Paid by Vendor					**20,796.81**
	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	1MJG-NTF4-36DK	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007712	7/22/2025	66.69
		2000-54-54M41-515340-PT504990-	1MJG-NTF4-36DK	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007712	7/22/2025	69.33
		2000-54-54160-515340-PT504990-	1XCX-QGJD-NJQH	CREDIT MEMO FOR INVOICE 1MJG-NTF4-36DK	90007712	7/22/2025	-66.69
		2000-54-54160-515340-PT504990-	1FD4-4L1M-Y4VY	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	31.32
		2000-54-54D10-515340-PT504990-	1FD4-4L1M-Y4VY	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	47.85
		2000-54-54D41-515340-PT504990-	1FD4-4L1M-Y4VY	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	17.42
		2000-54-54M10-515340-PT504990-	1FD4-4L1M-Y4VY	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	47.85
		2000-54-54M41-515340-PT504990-	1FD4-4L1M-Y4VY	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	17.42
		2000-54-54D10-515670-PT502130-	1P6J-GPQC-77X6	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	24.99
		2000-54-54M10-515670-PT502130-	1P6J-GPQC-77X6	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	24.99
		2000-54-54160-515340-PT504990-	16VY-QNHH-77FQ	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	90007788	7/29/2025	88.97
		Total Paid by Vendor					**370.14**
	DUTCH OIL COMPANY	2000-54-54D10-514010-PT504010-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	875.10
		2000-54-54M10-514010-PT504010-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	1,663.52
		2000-54-54999-514010-PT504010-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	31.13
		2000-54-54D10-514010-PT504010-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	805.89
		2000-54-54M10-514010-PT504010-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	1,790.81
		2000-54-54M41-513030-PT503050-	INV-222909	POP: 0703/25 - DIESEL EXHAUST FLUID	90007731	7/22/2025	760.11
		2000-54-54D10-514010-PT504010-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	669.39
		2000-54-54M10-514010-PT504010-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	1,799.52
		2000-54-54999-514010-PT504010-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	22.59
		2000-54-54D10-514010-PT504010-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	620.79
		2000-54-54M10-514010-PT504010-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	1,665.42
		2000-54-54160-514010-PT504010-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	34.32
		2000-54-54D10-514010-PT504010-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	862.55
		2000-54-54M10-514010-PT504010-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	1,727.50
		2000-54-54D10-514010-PT504010-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	442.05
		2000-54-54M10-514010-PT504010-	CFN-43423	FUELING TRANS DATED 071925	90007731	7/22/2025	949.15
		2000-54-54M10-514010-PT504010-	CFN-43429	FUELING TRANS DATED 072025	90007731	7/22/2025	49.51
		2000-54-54160-514010-PT504010-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	91.56
		2000-54-54D10-514010-PT504010-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	776.44
		2000-54-54M10-514010-PT504010-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	1,657.51
		2000-54-54999-514010-PT504010-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	57.40
		2000-54-54D10-514010-PT504010-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	664.14
		2000-54-54M10-514010-PT504010-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	1,864.07
		2000-54-54D10-514010-PT504010-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	763.15
		2000-54-54M10-514010-PT504010-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	1,822.86
		2000-54-54D10-514010-PT504010-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	649.64
		2000-54-54M10-514010-PT504010-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	2,094.79
		2000-54-54160-514010-PT504010-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	35.73
		2000-54-54D10-514010-PT504010-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	525.97
		2000-54-54M10-514010-PT504010-	CFN-43519	FUELING TRANS DATED 072525	90007810	7/29/2025	1,707.87
		2000-54-54D10-514010-PT504010-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	347.79
		2000-54-54M10-514010-PT504010-	CFN-43534	FUELING TRANS DATED 072625	90007810	7/29/2025	863.54
		2000-54-54D10-514010-PT504010-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	957.64
		2000-54-54M10-514010-PT504010-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	1,597.10
		2000-54-54D10-514010-PT504010-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	681.75
		2000-54-54M10-514010-PT504010-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	2,194.28
		2000-54-54999-514010-PT504010-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	31.16

	2000-54-54D10-514010-PT504010-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	785.49
	2000-54-54M10-514010-PT504010-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	1,740.93
	2000-54-54160-514010-PT504010-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	60.35
	2000-54-54D10-514010-PT504010-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	656.45
	2000-54-54M10-514010-PT504010-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	1,678.94
	2000-54-54D10-514010-PT504010-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	811.68
	2000-54-54M10-514010-PT504010-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	1,766.27
	2000-54-54D10-514010-PT504010-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	518.56
	2000-54-54M10-514010-PT504010-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	947.46
	2000-54-54999-514010-PT504010-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	23.43
	2000-54-54D10-514010-PT504010-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	642.21
	2000-54-54M10-514010-PT504010-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	1,469.89
	Total Paid by Vendor					**45,255.40**
GILLIG LLC	2000-54-54M11-520100-PT111040-	76918	35-FOOT DIESEL BUSSES FOR PUBLIC TRANSIT	106338	7/29/2025	612,239.00
	2000-54-54M11-520100-PT111040-	76917	35-FOOT DIESEL BUSSES FOR PUBLIC TRANSIT	106338	7/29/2025	612,239.00
	Total Paid by Vendor					**1,224,478.00**
HOME DEPOT USA INC	2000-54-54D10-515340-PT504990-	875662033	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	106479	8/5/2025	39.75
	2000-54-54M10-515340-PT504990-	875662033	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	106479	8/5/2025	39.75
	2000-54-54M10-515340-PT504990-	875662041	DAVID ANDERSON 500B CHURCH ST 2ND FL 427-5206	106479	8/5/2025	28.77
	Total Paid by Vendor					**108.27**
JAMES R HALL	2000-54-54M41-513030-PT503050-	77905	COM TX 072825/77905	90007848	7/29/2025	275.00
	2000-54-54D41-513030-PT503050-	78174	COM TX 072825/78174	90007848	7/29/2025	100.00
	Total Paid by Vendor					**375.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	14.33
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	147.54
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	5.42
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
	2000-54-54M41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	46.27
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
	2000-54-54D41-513030-PT503050-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
	2000-54-54D41-515340-PT504990-	271756	VEHICLE MAINTEANCE SUPPLIES (BLANKET PO)	106199	7/22/2025	155.51
	2000-54-54M41-513030-PT503050-	OPEN 7.14.25	POP: 3/4/25-7/14/25 AW INVOICES - NO IMPORT	106200	7/22/2025	61.48
	2000-54-54M41-513030-PT503050-	272988	NAPA TRX DATE 071625	106199	7/22/2025	1,033.68
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	42.39
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	16.90
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	101.28
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	47.86
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	39.25
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	13.85
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	5,430.27
	2000-54-54M41-513030-PT503050-	273058	NAPA TRX DATE 071725	106199	7/22/2025	85.00
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	121.20
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	27.94
	2000-54-54D41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	9.37
	2000-54-54D41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	50.82
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	47.86
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	103.78
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	65.24
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	13.85
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	39.25
	2000-54-54M41-513030-PT503050-	273111	NAPA TRX DATE 071825	106199	7/22/2025	184.59
	2000-54-54M41-515340-PT504990-	273197	VEHICLE MAINTEANCE SUPPLIES (BLANKET PO)	106199	7/22/2025	487.34
	2000-54-54D41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	7.05
	2000-54-54D41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	59.70
	2000-54-54D41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	79.14
	2000-54-54D41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	44.66
	2000-54-54D41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	382.84
	2000-54-54M41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	65.24
	2000-54-54M41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	39.25
	2000-54-54M41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	47.86

		2000-54-54M41-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	13.85
		2000-54-54160-513030-PT503050-	273167	NAPA TRX DATE 072125	106370	7/29/2025	147.54
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	296.20
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	273.86
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	46.71
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	45.84
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	67.11
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	64.53
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	73.41
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	23.33
		2000-54-54M41-513030-PT503050-	273214	NAPA TRX DATE 072225	106370	7/29/2025	95.00
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	42.39
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	184.59
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	101.28
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	10.10
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	47.86
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	39.25
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	13.85
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	60.72
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	44.91
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	56.63
		2000-54-54M41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	1,437.88
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	54.99
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	129.06
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	740.38
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	286.56
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	1,006.33
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	99.10
		2000-54-54D41-513030-PT503050-	273282	NAPA TRX DATE 072325	106370	7/29/2025	7.05
		2000-54-54M41-513030-PT503050-	273354	NAPA TRX DATE 072425	106370	7/29/2025	21.38
		2000-54-54M41-513030-PT503050-	273354	NAPA TRX DATE 072425	106370	7/29/2025	51.32
		2000-54-54M41-513030-PT503050-	273354	NAPA TRX DATE 072425	106370	7/29/2025	181.80
		2000-54-54M41-515340-PT504990-	273501	VEHICLE MAINTEANCE SUPPLIES (BLANKET PO)	106370	7/29/2025	521.19
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	61.46
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	93.42
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	59.48
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	348.47
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	2,707.48
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	77.77
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	50.97
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	15.43
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	6.08
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	101.28
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	39.25
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	47.86
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	13.85
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	65.24
		2000-54-54M41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	20.20
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	7.05
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	35.56
		2000-54-54D41-513030-PT503050-	273455	NAPA TRX DATE 072825	106370	7/29/2025	7.05
		2000-54-54D41-513030-PT503050-	273511	NAPA TRX DATE 072925	106495	8/5/2025	161.14
		2000-54-54M41-513030-PT503050-	273511	NAPA TRX DATE 072925	106495	8/5/2025	1,532.63
		2000-54-54M41-513030-PT503050-	273570	NAPA TRX DATE 073025	106495	8/5/2025	4,368.67
		2000-54-54M41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	8.92
		2000-54-54M41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	5.96
		2000-54-54M41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	1,138.52
		2000-54-54M41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	220.00
		2000-54-54D41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	282.53
		2000-54-54D41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	27.54
		2000-54-54D41-513030-PT503050-	273641	NAPA TRX DATE 073125	106495	8/5/2025	85.98

		2000-54-54M41-513030-PT503050-	273694	NAPA TRX DATE 080125	106495	8/5/2025	61.46
		2000-54-54M41-513030-PT503050-	273694	NAPA TRX DATE 080125	106495	8/5/2025	93.42
		2000-54-54M41-513030-PT503050-	273694	NAPA TRX DATE 080125	106495	8/5/2025	59.48
		2000-54-54D41-513030-PT503050-	273694	NAPA TRX DATE 080125	106495	8/5/2025	51.04
		2000-54-54D41-513030-PT503050-	273734	NAPA TRX DATE 080425	106495	8/5/2025	108.92
		Total Paid by Vendor					**27,396.32**
	MOBILE COMMUNICATIONS AMERICA INC	2000-54-54160-520500-PT504990-	770002571-1	FIXED ROUTE RADIOS	90007909	8/5/2025	10,608.00
		Total Paid by Vendor					**10,608.00**
	ROUTEMATCH SOFTWARE INC	2000-54-54M10-515340-PT504990-	RMSOA00000227	VLU AND MOUNTING BRACKETS FOR FIXED ROUTE BUSSES	106530	8/5/2025	2,512.00
		Total Paid by Vendor					**2,512.00**
	S & S FIRESTONE INC	2000-54-54D10-515580-PT504020-	4230021763	COM TX 072925/4230021763	90007877	8/5/2025	240.98
		2000-54-54M10-515580-PT504020-	4230021763	COM TX 072925/4230021763	90007877	8/5/2025	55.00
		2000-54-54M10-515580-PT504020-	4230021763	COM TX 072925/4230021763	90007877	8/5/2025	6.00
		2000-54-54M10-514010-PT504010-	4230023588	COM TX 072925/4230023588	90007877	8/5/2025	30.00
		2000-54-54M10-514010-PT504010-	4230023588	COM TX 072925/4230023588	90007877	8/5/2025	651.92
		2000-54-54M10-514010-PT504010-	4230023588	COM TX 072925/4230023588	90007877	8/5/2025	8.00
		2000-54-54M10-514010-PT504010-	4230023588	COM TX 072925/4230023588	90007877	8/5/2025	110.00
		2000-54-54M10-515580-PT504020-	4230023589	COM TX 072925/4230023589	90007877	8/5/2025	1,697.60
		2000-54-54M10-515580-PT504020-	4230023589	COM TX 072925/4230023589	90007877	8/5/2025	60.00
		2000-54-54M10-515580-PT504020-	4230023589	COM TX 072925/4230023589	90007877	8/5/2025	16.00
		2000-54-54D10-515580-PT504020-	4230023590	COM TX 072925/4230023590	90007877	8/5/2025	345.76
		2000-54-54D10-515580-PT504020-	4230023590	COM TX 072925/4230023590	90007877	8/5/2025	55.00
		2000-54-54D10-515580-PT504020-	4230023590	COM TX 072925/4230023590	90007877	8/5/2025	6.00
		2000-54-54M10-514010-PT504010-	4230023591	COM TX 072925/4230023591	90007877	8/5/2025	70.00
		2000-54-54M10-514010-PT504010-	4230023591	COM TX 072925/4230023591	90007877	8/5/2025	30.00
		2000-54-54M10-514010-PT504010-	4230023591	COM TX 072925/4230023591	90007877	8/5/2025	8.00
		2000-54-54D10-515580-PT504020-	4230023592	COM TX 072925/4230023592	90007877	8/5/2025	345.76
		2000-54-54D10-515580-PT504020-	4230023592	COM TX 072925/4230023592	90007877	8/5/2025	55.00
		2000-54-54D10-515580-PT504020-	4230023592	COM TX 072925/4230023592	90007877	8/5/2025	6.00
		2000-54-54M10-514010-PT504010-	4230023593	COM TX 072925/4230023593	90007877	8/5/2025	70.00
		2000-54-54M10-514010-PT504010-	4230023593	COM TX 072925/4230023593	90007877	8/5/2025	55.00
		2000-54-54M10-514010-PT504010-	4230023593	COM TX 072925/4230023593	90007877	8/5/2025	345.76
		2000-54-54M10-514010-PT504010-	4230023593	COM TX 072925/4230023593	90007877	8/5/2025	6.00
		2000-54-54D10-515580-PT504020-	4230021764	COM TX 072925/4230021764	90007877	8/5/2025	240.98
		2000-54-54D10-515580-PT504020-	4230021764	COM TX 072925/4230021764	90007877	8/5/2025	55.00
		2000-54-54D10-515580-PT504020-	4230021764	COM TX 072925/4230021764	90007877	8/5/2025	6.00
		Total Paid by Vendor					**4,575.76**
	STRICKLAND COMPANIES	2000-54-54160-515340-PT504990-	HU046038-00	COPY PAPER FOR PUBLIC TRANSIT	106423	7/29/2025	915.80
		Total Paid by Vendor					**915.80**
	Total by Fund 2000						**1,337,391.50**
2100	ACCELERATED RISK MANAGEMENT LLC	2100-70-70300-523000-00000000-00190	2507167	LEAD BASED PAINT INSPECTIONS (POP 7/28/25)	106288	7/29/2025	2,400.00
		Total Paid by Vendor					**2,400.00**
	AMAZON CAPITAL SERVICES INC	2100-70-70100-515340-PN200015-	13WR-X7HH-GPQC	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007875	8/5/2025	31.98
		Total Paid by Vendor					**31.98**
	CITY LUMBER COMPANY OF HUNTSVILLE, INC.	2100-70-70300-523000-00000000-00190	2096535	MAT FOR DMP PROJ(REHAB @3011 SHADOW LN)	90007802	7/29/2025	149.60
		2100-70-70300-523000-00000000-00190	2093734	MAT FOR DMP PROJ(REAHB @3011 SHADOW LN)	90007802	7/29/2025	1,371.16
		2100-70-70100-515520-PN200010-00007	2013635	MATERIALS FOR DMP PROJ(HOMELESS CAMP 7/31/25)	90007881	8/5/2025	200.00
		2100-70-70100-515520-PN200010-00007	2103222	MATERIALS FOR DMP PROJ(HOMELESS CAMP 7/31/25)	90007881	8/5/2025	275.00
		2100-70-70300-523000-00000000-00190	2102516	MATERIALS FOR DMP PROJ(POP 112 DANMAN DR 7/31)	90007881	8/5/2025	1,072.50
		2100-70-70300-523000-00000000-00190	2099915	MATERIALS FOR DMP PROJ(POP 3123 GAYHART DR 7/30/25	90007881	8/5/2025	575.00
		2100-70-70300-523000-00000000-00190	217485	MAT FOR DMP PROJ(REHAB @3011 SHADOW LN)	90007881	8/5/2025	-119.68
		2100-70-70100-515520-PN200010-00007	2103224	MATERIALS FOR DMP PROJ(HOMELESS CAMP 8/1/25)	90007881	8/5/2025	1,175.60
		Total Paid by Vendor					**4,699.18**
	COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	2100-70-70100-515340-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	106322	7/29/2025	5,899.00
		2100-70-70100-515520-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	106322	7/29/2025	4,754.00
		Total Paid by Vendor					**10,653.00**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	106326	7/29/2025	1,518.90
		Total Paid by Vendor					**1,518.90**
	DUNLAP CONTRACTING INC	2100-00-00000-220400-00000000-	APPL#7 - JHP FIN RET	24368 - JHP PUBLIC RESTROOMS FINAL RETAINAGE	90007886	8/5/2025	20,600.00
		2100-00-00000-220400-00000000-	APPL#7 - JHP FIN RET	24368 - JHP PUBLIC RESTROOMS FINAL RETAINAGE	90007886	8/5/2025	12,250.00
		2100-00-00000-220400-00000000-	APPL#7 - JHP FIN RET	24368 - JHP PUBLIC RESTROOMS FINAL RETAINAGE	90007886	8/5/2025	706.25

		Total Paid by Vendor					**33,556.25**
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	90007814	7/29/2025	1,685.44
		2100-70-70100-515370-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	90007814	7/29/2025	542.56
		Total Paid by Vendor					**2,228.00**
	FIRST STOP INC	2100-70-70100-515340-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	106336	7/29/2025	7,966.40
		Total Paid by Vendor					**7,966.40**
	HUNTSVILLE UTILITIES	2100-70-70100-515520-PN200010-00007	221010501257 7/22/25	UTILITIES @ 813 MEADOW DR NW (POP 6/18-7/21/25)	106484	8/5/2025	112.94
		Total Paid by Vendor					**112.94**
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00190	5793	REHAB @ 4917 BURROS STREET NW (POP 7/14-7/18/25)	90007758	7/22/2025	24,690.00
		2100-70-70300-523000-00000000-00190	5794	REHAB @ 3604 WILLIAMSBURG DRIVE (POP 7/15-7/19/25)	90007758	7/22/2025	16,970.00
		2100-70-70300-523000-00000000-00190	5796	POP: 7/9-7/24 2025 REHAB @ 14001 CONGRESS SQUARE	90007833	7/29/2025	23,160.00
		2100-70-70300-523000-00000000-00190	5814	POP: 7/22-24/2025 REHAB @ 3202 REYNOLDS DR	90007833	7/29/2025	3,135.00
		2100-70-70300-523000-00000000-00190	5815	POP: 7/8/25-7/23/25 REHAB @ 5008 KYLE LANE NW	90007833	7/29/2025	23,720.00
		2100-70-70300-523000-00000000-00190	5819	POP: 7/24/25-7/31/25 REHAB @2806 SPARKMAN DR	90007911	8/5/2025	23,840.00
		2100-70-70300-523000-00000000-00190	5821	POP: 7/28/25-7/30/25 REHAB @3815 LAKEWOOD DR	90007911	8/5/2025	10,845.00
		2100-70-70300-523000-00000000-00190	5820	POP: 7/25/25-7/30/25 REHAB @4805 AUBREY CR	90007911	8/5/2025	11,550.00
		2100-70-70300-523000-00000000-00190	5818	POP: 7/24/25-7/30/25 REHAB @4024 SEWALL DR	90007911	8/5/2025	23,985.00
		Total Paid by Vendor					**161,895.00**
	NEW FUTURES INC	2100-70-70100-515340-PN200011-00188	REQ03HESG24	REIMBURSE EXP REQ#3 HESG 2024	90007836	7/29/2025	4,148.00
		Total Paid by Vendor					**4,148.00**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00190	8/1/25	SERVICE FEE FOR LOANS (POP LOAN SVS 7/31/25)	106510	8/5/2025	407.00
		Total Paid by Vendor					**407.00**
	STAPLES INC	2100-70-70100-515340-PN200015-	6036933261	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007768	7/22/2025	65.94
		2100-70-70100-515340-00000000-00177	6036507394	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007768	7/22/2025	34.50
		2100-70-70100-515340-00000000-00177	6036933259	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007768	7/22/2025	53.79
		2100-70-70100-515340-PN200015-	6038981690	CHARLEEN 305 FOUNTAIN CR SW256-883-3705 3RD FLOOR	90007923	8/5/2025	47.87
		Total Paid by Vendor					**202.10**
	THE LIOCE GROUP INC	2100-70-70100-515340-PN200015-	IN585497	POP: 06/05/25 -07/04/25 -COPIER SERVICES	106427	7/29/2025	170.25
		2100-70-70100-515340-PN200015-	IN585497	POP: 06/05/25 -07/04/25 -COPIER SERVICES	106427	7/29/2025	170.24
		Total Paid by Vendor					**340.49**
	Total by Fund 2100						**230,159.24**
2200	ARBOURS AT MOORES MILL LLC	2200-00-00000-131000-C1222220-	23-966/2	DRAW REQ#2 IDIS#1318 (POP 12/6/23-5/30/2025)	106296	7/29/2025	150,000.00
		Total Paid by Vendor					**150,000.00**
	Total by Fund 2200						**150,000.00**
2500	HDR ENGINEERING INC	2500-74-00000-515370-00000000-00180	1200731575	POP: 02/23/25 -05/31/25 - UNI/MED COORIDOR STUDY	106170	7/22/2025	22,121.39
		2500-74-00000-515370-00000000-00180	1200741364	POP: 06/01/25-06/28/25- UNI/MED COORIDOR STUDY	106345	7/29/2025	50,037.36
		Total Paid by Vendor					**72,158.75**
	Total by Fund 2500						**72,158.75**
2501	URBAN STRATEGIES INC	2501-70-00000-515520-CN1405HD-	REQ3CNI1405	REIMBURSE EXPENSE REQ#3 (POP 2/25-5/25)	90007931	8/5/2025	260,093.20
		Total Paid by Vendor					**260,093.20**
	Total by Fund 2501						**260,093.20**
3000	REGIONS BANK	3000-00-00000-633950-TO000000-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	1,884,387.18
		3000-00-00000-602000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	135,600.00
		3000-00-00000-602000-DE2025BX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	352,505.98
		3000-00-00000-460100-00000000-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	-12.87
		Total Paid by Vendor					**2,372,480.29**
	Total by Fund 3000						**2,372,480.29**
3020	ALABAMA CONCRETE INC	3020-75-00000-529000-00000000-	165206	CONCRETE-OLD 431/EASTERN BYPASS	90007711	7/22/2025	1,224.00
		3020-75-00000-529000-00000000-	165269	CONCRETE-OLD 431/EASTERN BYPASS	90007711	7/22/2025	1,071.00
		3020-55-00000-516010-00000000-	165204	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007711	7/22/2025	483.00
		3020-55-00000-516010-00000000-	165205	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007711	7/22/2025	393.25
		3020-55-00000-516010-00000000-	165543	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007711	7/22/2025	715.00
		3020-55-00000-516010-00000000-	165410	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007711	7/22/2025	276.00
		3020-55-00000-516010-00000000-	165546	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007711	7/22/2025	143.00
		3020-55-00000-516010-00000000-	165156	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007711	7/22/2025	286.00
		3020-55-00000-516010-00000000-	165161	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007711	7/22/2025	214.50
		3020-55-00000-516010-00000000-	165064	FY25 Q3 CONCRETE(PICKUP)MAINT-BLANKET	90007711	7/22/2025	207.00
		3020-55-00000-516040-00000000-	165545	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90007711	7/22/2025	1,430.00
		3020-55-00000-516040-00000000-	165344	FY25 Q4 CONCRETE(PICKUP)CONST-BLANKET	90007711	7/22/2025	1,430.00
		3020-55-00000-516040-00000000-	164946	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007711	7/22/2025	2,533.00
		3020-55-00000-516040-00000000-	164815	FY25 Q3 CONCRETE(PICKUP)CONST-BLANKET	90007711	7/22/2025	1,490.00

	3020-55-00000-516010-00000000-	165879	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	143.00
	3020-55-00000-516010-00000000-	165940	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	214.50
	3020-55-00000-516010-00000000-	165945	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	143.00
	3020-55-00000-516010-00000000-	165941	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	214.50
	3020-55-00000-516010-00000000-	165872	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	858.00
	3020-55-00000-516010-00000000-	165797	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	357.50
	3020-55-00000-516010-00000000-	165795	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	500.50
	3020-55-00000-516010-00000000-	165749	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	500.50
	3020-55-00000-516010-00000000-	165747	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	1,001.00
	3020-55-00000-516010-00000000-	165664	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	214.50
	3020-55-00000-516010-00000000-	165663	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	715.00
	3020-55-00000-516010-00000000-	165607	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	286.00
	3020-55-00000-516010-00000000-	165263	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	572.00
	3020-55-00000-516010-00000000-	165265	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	786.50
	3020-55-00000-516010-00000000-	165875	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007786	7/29/2025	858.00
	3020-75-00000-529000-00000000-	166321	CONCRETE-PRATT/SCHIFFMAN	90007786	7/29/2025	431.00
	3020-55-00000-516010-00000000-	166261	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007873	8/5/2025	429.00
	3020-55-00000-516010-00000000-	166265	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007873	8/5/2025	286.00
	3020-55-00000-516010-00000000-	166263	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007873	8/5/2025	429.00
	3020-55-00000-516010-00000000-	166455	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007873	8/5/2025	321.75
	3020-55-00000-516010-00000000-	166453	FY25-Q4-CONCRETE (PICKUP)MAINT-BLANKET	90007873	8/5/2025	276.00
	Total Paid by Vendor					**21,433.00**
ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0027593-IN	GUARDRAIL REPAIR-STRINGFIELD/BANK ST	106124	7/22/2025	3,000.00
	Total Paid by Vendor					**3,000.00**
ANDERS POOL CO INC	3020-14-00000-523000-PR8405XX-	79921	2025 BLNKT POOL REPAIRS & MISC.	90007789	7/29/2025	339.99
	Total Paid by Vendor					**339.99**
ARCSPACE STUDIO LLC	3020-14-00000-520010-00000000-	2363-08	POP:03/12/25-06/26/25 ARCHITECT SVCS-HSV ICE SPORT	106298	7/29/2025	81,449.30
	Total Paid by Vendor					**81,449.30**
BUILDING & EARTH SCIENCES INC	3020-14-00000-520502-00000000-	128617	POP:06/02/25-06/30/25JHP SIGNS CONST MATER TST	106312	7/29/2025	2,811.25
	3020-14-00000-520502-00000000-	127786	POP:05/01/25-05/27/25-JHP SIGNS CONST MATER TST	106312	7/29/2025	3,902.50
	Total Paid by Vendor					**6,713.75**
BUTLER CONSTRUCTION COMPANY LLC	3020-14-00000-521030-00000000-	APPL# 9, STONER PK	#9 POP:05/01/25-05/31/25 CONSTRUCT SVCS- STONER PK	106138	7/22/2025	167,302.00
	Total Paid by Vendor					**167,302.00**
CAMPBELL TRANSPORT	3020-55-00000-516010-00000000-	6121	POP: 06/24/25-06/26/25-EMERGENCY TRANSPORT FOR PWS	106315	7/29/2025	1,300.00
	Total Paid by Vendor					**1,300.00**
CITY LUMBER COMPANY OF HUNTSVILLE, INC.	3020-55-00000-516010-00000000-	2084886	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	65.20
	3020-55-00000-516010-00000000-	2078862	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	206.36
	3020-55-00000-516010-00000000-	2076289	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	185.66
	3020-55-00000-516010-00000000-	2088294	FY25 LUMBER BLANKET FOR PWS	90007802	7/29/2025	57.56
	Total Paid by Vendor					**514.78**
CONSOLIDATED WIRING LLC	3020-75-00000-529000-00000000-	COHT25-101	POP: 02/18/25-02/27/25-BORING-WHITESBURG/MARTIN	106460	8/5/2025	14,969.58
	Total Paid by Vendor					**14,969.58**
COWIN EQUIPMENT CO INC	3020-15-00000-520100-00000000-	ESA011811V1	ROLLER FOR PWS	106463	8/5/2025	55,912.44
	Total Paid by Vendor					**55,912.44**
CTU OF HUNTSVILLE LLC	3020-15-00000-520100-00000000-	51775	POP: 07/14/25 LINE X FOR EQ# 022799 2025 FORD F550	90007806	7/29/2025	3,520.00
	Total Paid by Vendor					**3,520.00**
ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	3020-14-00000-520010-00000000-	5072	POP:06/01/25-06/30/25-STRUCT DESIGN-HPD STAC NADTF	106154	7/22/2025	1,500.00
	Total Paid by Vendor					**1,500.00**
GIFFEN RECREATION INC	3020-14-00000-521031-00000000-	111600	PLAYGROUND EQUIPMENT-MCGUCKEN PARK	106163	7/22/2025	18,564.00
	Total Paid by Vendor					**18,564.00**
GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9300235001	ELECTRICAL ITEMS FOR PROJECT PRATT/SCHIFFMAN	106473	8/5/2025	248.98
	Total Paid by Vendor					**248.98**
GRAYSON CARTER & SON CONTRACTING INC	3020-55-00000-516020-00000000-	APPL# 3 - ST RESURF	#3, POP: 06/09/25-07/11/25 - FY 25, PH 1 ST RESURF	90007892	8/5/2025	904,348.70
	Total Paid by Vendor					**904,348.70**
HALLIBURTON SURVEYING & MAPPING LLC	3020-14-00000-520010-00000000-	2413002	POP:07/11/25-ADD'L PRIVATE LINE(BORING)- GOLDSMITH	106341	7/29/2025	1,200.00
	3020-14-00000-520010-00000000-	2413003	POP:07/07/25-07/18/25-ADD'L TOPOGRAPHIC- GOLDSMITH	106474	8/5/2025	3,000.00
	Total Paid by Vendor					**4,200.00**
HEATH WALLACE	3020-14-00000-520502-00000000-	APPL#4 JHP ST SIGNS	#4 POP: 06/21/25-07/20/25 JHP STREET SIGNS	106476	8/5/2025	182,439.75
	Total Paid by Vendor					**182,439.75**
HUNTSVILLE UTILITIES	3020-75-00000-529000-00000000-	EASTERN BYPASS ATC	OLD 431/EASTERN BYPASS ATC ELECTRIC	106177	7/22/2025	2,371.00
	3020-14-00000-521028-00000000-	PARK@HAYS FARM ATC	THE PARK AT HAYS FARM ATC GAS	106355	7/29/2025	3,443.00

	Total Paid by Vendor					**5,814.00**
JAKE MARSHALL SERVICE INC	3020-14-00000-513010-PR8610XX-	HUNTSVILLE-500459	DECTRON CONTROLS - AQUATIC CENTER	90007748	7/22/2025	658.00
	Total Paid by Vendor					**658.00**
JAMES MONAGHAN	3020-14-00000-523014-00000000-	5813	POP 7/16/25-7/24/25 RESTROOM ROOF REPLACEMENT	90007911	8/5/2025	5,870.00
	Total Paid by Vendor					**5,870.00**
JM PHILLIPS ENGINEERING LLC	3020-14-00000-520502-00000000-	1861	POP:02/21/25-06/30/25 ENGINEER SVCS -NEW SIGN	106363	7/29/2025	4,853.25
	Total Paid by Vendor					**4,853.25**
MADISON COUNTY COMMISSION	3020-55-00000-516020-00000000-	RES#25-594 REPAV MOU	RES#25-594, REPAVING OLD BIG COVE/SUTTON TO TAYLOR	106496	8/5/2025	103,250.47
	Total Paid by Vendor					**103,250.47**
MARINEONE CORPORATION	3020-15-00000-520100-00000000-	01-20350	BOAT FOR FIRE	106371	7/29/2025	50,886.00
	Total Paid by Vendor					**50,886.00**
MOBILE COMMUNICATIONS AMERICA INC	3020-15-00000-520100-00000000-	762007385-1	EQUIPMENT FOR #022786 FOR FIRE	90007832	7/29/2025	10,816.00
	3020-15-00000-520100-00000000-	762007403-1	EQUIPMENT FOR #022786 FOR FIRE	90007832	7/29/2025	2,290.00
	3020-44-00000-520500-00000000-	842000194-1	POP: 07/03/25 BLANKET PO FOR SIREN REPAIR	90007909	8/5/2025	1,263.00
	3020-44-00000-520500-00000000-	631009066-1	POP 7/14/25 SIREN REPAIR	90007909	8/5/2025	277.50
	Total Paid by Vendor					**14,646.50**
PEC STRUCTURAL ENGINEERING INC	3020-14-00000-520010-00000000-	24-176-003	POP:03/17/25-05/14/25 STRUCT DES SVCS- GOLDSMITH	106504	8/5/2025	11,150.00
	3020-14-00000-520010-00000000-	24-176-004	POP:04/12/25-06/11/25 STRUCT DES SVCS- GOLDSMITH	106504	8/5/2025	4,460.00
	Total Paid by Vendor					**15,610.00**
PRECISION CONCRETE CUTTING	3020-55-00000-516050-00000000-	071825A	POP 6/11/25-7/17/25 SIDEWALK ADA STANDARD	90007840	7/29/2025	44,439.05
	Total Paid by Vendor					**44,439.05**
PRO-AIR SERVICES INC	3020-14-00000-523053-00000000-	102541	POP 12/23/24-3/24/25 REVALVING WATER SYSTEM -MJPSC	90007762	7/22/2025	106,076.68
	3020-14-00000-513010-PR8610XX-	102558	DEHUMIDIFIERS FOR OPTIMIST REC	90007845	7/29/2025	56,108.92
	3020-14-00000-513010-PR8610XX-	102602	POP 1/6/25-4/22/25 ADD DEHUMIDIFIER/TOILET EXHAUST	90007916	8/5/2025	15,356.02
	3020-14-00000-513010-PR8610XX-	102605	POP 12/23/24-4/23/25 DEHUMIDIFIER/TOILET EXHAUST	90007916	8/5/2025	12,709.63
	Total Paid by Vendor					**190,251.25**
REED CO LLC	3020-55-00000-516010-00000000-	5289	SAND FOR PWS S. LOT	106388	7/29/2025	1,000.00
	3020-55-00000-516010-00000000-	5361	TOPSOIL FOR MAINT STOCK	106388	7/29/2025	650.00
	Total Paid by Vendor					**1,650.00**
RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516040-00000000-	10491	POP 6/25/25 CONCRETE LINE PUMPING BLANKET	106405	7/29/2025	628.80
	3020-55-00000-516040-00000000-	10488	POP 6/23/25 CONCRETE LINE PUMPING	106405	7/29/2025	609.00
	Total Paid by Vendor					**1,237.80**
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0209001507	FY25-Q3-ASPHALT-BLANKET	106409	7/29/2025	3,562.20
	3020-55-00000-516020-00000000-	0209001507	FY25-Q3-ASPHALT-BLANKET	106409	7/29/2025	1,559.35
	3020-55-00000-516010-00000000-	0209001547	FY25-Q3-ASPHALT-BLANKET	106409	7/29/2025	73,810.57
	3020-55-00000-516020-00000000-	APPL#10 RESUR RES ST	#10 POP:06/01/25-06/30/25 RESURF RES ST FY24 PH3	106409	7/29/2025	904,741.21
	3020-55-00000-516020-00000000-	406824-8-1	POP:06/01/25-06/30/25 ADA RAMP WHITESBRG/BYRD SPRG	106529	8/5/2025	32,140.79
	3020-55-00000-516010-00000000-	0209001525	POP:07/07/25-07/11/25 FY25-Q3-ASPHALT-BLANKET	106529	8/5/2025	3,774.06
	3020-55-00000-516020-00000000-	0209001525	POP:07/07/25-07/11/25 FY25-Q3-ASPHALT-BLANKET	106529	8/5/2025	23,120.11
	Total Paid by Vendor					**1,042,708.29**
RYAN THOMAS HUGHES	3020-15-00000-520100-00000000-	7425	POP: 07/14/25 WINDOW TINT FOR HPD	106443	8/5/2025	600.00
	Total Paid by Vendor					**600.00**
SCHOEL ENGINEERING COMPANY INC	3020-14-00000-521003-00000000-	535658	POP:06/01/25-06/30/25 ENGINEERING SVCS- DON MIN	106413	7/29/2025	610.00
	Total Paid by Vendor					**610.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516040-00000000-	155338470-001	GRASS SEED FOR PWS CONSTRUCTION	106243	7/22/2025	375.00
	3020-55-00000-516010-00000000-	156046278-001	FY25 PWS IRRIGATION BLANKET	106419	7/29/2025	4.03
	3020-55-00000-516010-00000000-	155793422-001	FY25 PWS IRRIGATION BLANKET	106419	7/29/2025	141.98
	3020-55-00000-516010-00000000-	156299824-001	FY25 PWS IRRIGATION BLANKET	106419	7/29/2025	6.71
	Total Paid by Vendor					**527.72**
SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	9850	POP 7/29/25 SPECTRUM FIBER INSTALLS/WORK FOR COH	106542	8/5/2025	737.68
	Total Paid by Vendor					**737.68**
STEWART CONTRACTING LLC	3020-55-00000-516040-00000000-	1197	TOPSOIL FOR MAINT STOCK	90007856	7/29/2025	1,950.00
	Total Paid by Vendor					**1,950.00**
TEMPLE INC	3020-75-00000-529000-00000000-	INV0267035	PED HEDS FOR PROJECT ***SOLE SOURCE***	106426	7/29/2025	4,884.00
	3020-75-00000-529001-00000000-	INV0267764	POP 7/28/25-7/31/27 DATA PLAN FOR GLANCE BEACONS	106548	8/5/2025	898.00
	Total Paid by Vendor					**5,782.00**
TENNESSEE VALLEY ENGINEERING SERVICES PC	3020-14-00000-523051-00000000-	1375	POP 7/19/24-5/1/25 ELECTRICAL DESIGN/LOWE MILL	106551	8/5/2025	12,000.00
	Total Paid by Vendor					**12,000.00**
TOP SURFACE LLC	3020-14-00000-523000-PR8405XX-	1042	POP 7/1/25-7/30/25 FALLEN OFFICERS MEMORIAL	90007929	8/5/2025	600.00
	Total Paid by Vendor					**600.00**

	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	320952	PED SIGNAL HARDWARE	90007864	7/29/2025	3,986.00
		3020-75-00000-529001-00000000-	321121	NOTRAFFIC FOR CLINTON/CHURCH	90007864	7/29/2025	24,988.50
		3020-75-00000-529001-00000000-	321119	NOTRAFFIC-SPARKMAN/PULASKI	90007864	7/29/2025	24,988.50
		3020-75-00000-529000-00000000-	319970	HARDWARE FOR PROJECT	90007864	7/29/2025	2,748.00
		3020-75-00000-529000-00000000-	319971	ITEMS FOR PROJECT	90007864	7/29/2025	916.00
		3020-75-00000-529001-00000000-	320478	NO TRAFFIC FOR PROJECT	90007864	7/29/2025	24,988.50
		3020-75-00000-529001-00000000-	320477	NOTRAFFIC-OLD 431/EASTERN BYPASS	90007932	8/5/2025	24,988.50
		3020-75-00000-529000-00000000-	317886A	HARDWARE FOR PROJECT	90007932	8/5/2025	4.75
		Total Paid by Vendor					**107,608.75**
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	3800646	FY25 Q3 CONST ROCK-BLANKET	90007779	7/22/2025	1,260.45
		3020-55-00000-516040-00000000-	3746993	FY25 Q3 CONST ROCK-BLANKET	90007779	7/22/2025	1,223.49
		3020-55-00000-516040-00000000-	3943798	FY25 Q4 CONST ROCK-BLANKET	90007779	7/22/2025	1,191.30
		3020-55-00000-516010-00000000-	3938811	FY25-Q4-ROCK BLANKET-MAINT	90007866	7/29/2025	517.81
		3020-55-00000-516010-00000000-	3939714	FY25-Q4-ROCK BLANKET-MAINT	90007866	7/29/2025	421.08
		3020-55-00000-516010-00000000-	3939871	FY25-Q4-ROCK BLANKET-MAINT	90007866	7/29/2025	525.42
		3020-55-00000-516010-00000000-	3997126	FY25-Q4-ROCK BLANKET-MAINT	90007866	7/29/2025	616.65
		3020-55-00000-516010-00000000-	3998066	FY25-Q4-ROCK BLANKET-MAINT	90007866	7/29/2025	356.73
		3020-55-00000-516040-00000000-	3938894	FY25 Q4 CONST ROCK-BLANKET	90007933	8/5/2025	4,353.26
		Total Paid by Vendor					**10,466.19**
	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516010-00000000-	247192	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	253.50
		3020-55-00000-516010-00000000-	247175	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	284.70
		3020-55-00000-516010-00000000-	247629	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	130.65
		3020-55-00000-516010-00000000-	247811	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	377.65
		3020-55-00000-516010-00000000-	248164	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	369.60
		3020-55-00000-516010-00000000-	248178	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	351.65
		3020-55-00000-516010-00000000-	248188	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	420.55
		3020-55-00000-516010-00000000-	248637	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	878.80
		3020-55-00000-516010-00000000-	248645	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	158.60
		3020-55-00000-516010-00000000-	248920	ASPHALT (ROGERS NOT MAKING)	90007781	7/22/2025	469.30
		3020-55-00000-516010-00000000-	250164	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	131.30
		3020-55-00000-516010-00000000-	250145	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	273.65
		3020-55-00000-516010-00000000-	250050	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	171.60
		3020-55-00000-516010-00000000-	250033	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	242.45
		3020-55-00000-516010-00000000-	249779	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	140.40
		3020-55-00000-516010-00000000-	249252	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	213.20
		3020-55-00000-516010-00000000-	249213	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	344.50
		3020-55-00000-516010-00000000-	248932	ASPHALT (ROGERS NOT MAKING)	90007936	8/5/2025	233.35
		Total Paid by Vendor					**5,445.45**
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	A23551	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	A56073	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	A56287	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	A56289	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	A56326	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	A56366	SUV FOR HPD	106439	7/29/2025	65,686.00
		3020-15-00000-520100-00000000-	D90213	F250 FOR TRAFFIC	106439	7/29/2025	45,385.84
		3020-15-00000-520100-00000000-	A56398	SUV FOR HPD	106562	8/5/2025	65,686.00
		Total Paid by Vendor					**505,187.84**
	Total by Fund 3020						**3,601,146.51**
3040	REGIONS BANK	3040-00-00000-602000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	12,500.00
		3040-00-00000-601000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	160,000.00
		3040-00-00000-602000-DE2025AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	581,243.05
		3040-00-00000-460100-00000000-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	-16.37
		Total Paid by Vendor					**753,726.68**
	Total by Fund 3040						**753,726.68**
3050	BAMAVIEW LLC	3050-14-00000-521027-00000000-	5477	POP 7/1/25-7/31/25 PHOTOGRAPHIC DOCUMENTATION	106376	7/29/2025	600.00
		Total Paid by Vendor					**600.00**
	CDW GOVERNMENT INC	3050-14-00000-523045-00000000-	AD7YY8F	APC SMART UPS -JHP PUBLIC RESTROOMS	106140	7/22/2025	824.42
		Total Paid by Vendor					**824.42**
	CHORBA CONTRACTING CORP	3050-14-00000-521027-00000000-	APPL#9 - JHP TENNIS	#9 POP:05/28/25-06/25/25 CONSTRUCTION SVCS-JHP TEN	90007724	7/22/2025	348,589.00
		Total Paid by Vendor					**348,589.00**
	DUNLAP CONTRACTING INC	3050-14-00000-523045-00000000-	APPL#6 - JHP RSTROOM	#6 POP:03/01/25-05/31/25 JHP PUBLIC RESTROOMS	90007730	7/22/2025	58,459.43

		Total Paid by Vendor					**58,459.43**
	Total by Fund 3050						**408,472.85**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	LRAC 072125	GRIDIRON MEN'S CONFERENCE	90007743	7/22/2025	25,000.00
		3060-00-00000-610022-00000000-	LRAC 072125	JEHOVAH'S WITNESSES 5/29/25-6/01/25	90007743	7/22/2025	28,073.00
		3060-00-00000-610022-00000000-	LRAC 072125	JEHOVAH'S WITNESSES 6/05/25-6/08/25	90007743	7/22/2025	28,073.00
		3060-00-00000-610022-00000000-	LRAC 072125	JEHOVAH'S WITNESSES 6/19/25-6/22/25	90007743	7/22/2025	19,073.00
		3060-00-00000-610022-00000000-	LRAC 072125	JEHOVAH'S WITNESSES 6/26/25-6/29/25	90007743	7/22/2025	28,073.00
		3060-00-00000-610022-00000000-	LRAC 072125	JEHOVAH'S WITNESSES 7/03/25-7/06/25	90007743	7/22/2025	28,073.00
		Total Paid by Vendor					**156,365.00**
	Total by Fund 3060						**156,365.00**
3080	A & S APPRAISAL COMPANY LLC	3080-71-00000-524024-00000000-	24-130-2	POP:06/18/24-07/30/24-APPRAISAL, GOVERNORS DRIVE	90007783	7/29/2025	1,850.00
		Total Paid by Vendor					**1,850.00**
	BREEZE AVIATION GROUP	3080-71-00000-530000-BUDGET01-	800038	POP: 06/01/25-06/30/25-BREEZE INCENTIVE PAYMENTS	90007798	7/29/2025	20,000.00
		Total Paid by Vendor					**20,000.00**
	CROY ENGINEERING LLC	3080-71-00000-524009-00000000-	32013	POP:05/26/25/25-Parking Lot SW of Homes/Monroe St	106327	7/29/2025	3,401.97
		Total Paid by Vendor					**3,401.97**
	GARVER LLC	3080-71-00000-530000-BUDGET01-	2402000-5	POP: 03/15/25-06/13/25-ON CALL PROFESSIONAL SVCS	90007739	7/22/2025	29,858.45
		3080-71-00000-524042-CONSTRUC-00172	2302162-9	POP: 03/22/25-07/18/25-HSV NO. BYPASS CE&I SVCS	90007890	8/5/2025	74,055.68
		3080-71-00000-524000-PR8143XX-	2302159-9	POP:03/22/25-07/18/25-MARTIN RD ADD'L LN CE&I SVCS	90007890	8/5/2025	300,518.37
		Total Paid by Vendor					**404,432.50**
	GTEC LLC	3080-71-00000-530000-BUDGET01-	4033	POP:06/30/25-07/27/25VARIOUS FLIGHTS AERIAL PHOTO	90007893	8/5/2025	1,200.00
		Total Paid by Vendor					**1,200.00**
	KIMLEY-HORN AND ASSOCIATES, INC	3080-71-00000-524008-00000000-	017019004-0625	POP:06/01/25-06/30/25-EDS FOR CAPSHAW RD INTE IMPR	90007902	8/5/2025	20,375.00
		3080-71-00000-524008-00000000-	017019003-0625	POP:04/01/25-06/30/25-TRAFFIC SIGNAL WARRANT ANALY	90007902	8/5/2025	2,499.75
		Total Paid by Vendor					**22,874.75**
	LANIER FORD SHAVER & PAYNE PC	3080-71-00000-521000-BUDGET01-	250113	POP: 06/16/25 - LEGAL SERVICES	90007751	7/22/2025	97.50
		Total Paid by Vendor					**97.50**
	LORD AECK SARGENT PLANING & DESIGN INC	3080-71-00000-520900-00000000-	51090	POP: 06/24/25-07/23/25-NO HSV GREENWAY MASTER PLAN	90007903	8/5/2025	29,900.00
		3080-71-00000-520900-00000000-	50955	POP: 05/24/25-06/23/25-NO HSV GREENWAY MASTER PLAN	90007903	8/5/2025	22,100.00
		Total Paid by Vendor					**52,000.00**
	MILL CREEK PHASE 1, LP	3080-71-00000-524007-00000000-	DRAW 6 CNI	CNI MILL CREEK PREDEV DRAW 6 POP 6/1-7/23	90007831	7/29/2025	316,290.35
		Total Paid by Vendor					**316,290.35**
	MORELL ENGINEERING	3080-71-00000-527000-BUDGET01-	30891-1	POP 6/3/25-6/30/25 MONROE STREET DRAINAGE	106374	7/29/2025	7,500.00
		Total Paid by Vendor					**7,500.00**
	REGIONS BANK	3080-00-00000-602000-DE2025BX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	380,812.06
		Total Paid by Vendor					**380,812.06**
	ROGERS GROUP INC	3080-71-00000-524009-00000000-	APPL#7, 4TH AVE STSC	#7, POP: 06/01/25-06/30/25 4TH AVE STREETSCAPE IMP	106409	7/29/2025	29,586.21
		3080-71-00000-527001-00000000-	3724039-2-1	POP:05/01/25-05/31/25 2416 POLK DRIVE	106529	8/5/2025	15,893.44
		3080-00-00000-220400-00000000-	3725008-2-2RET	24885 - MIDCITY FLUME FINAL RETAINAGE	106529	8/5/2025	600.19
		3080-71-00000-516025-00000000-	3725008-18-1	POP:07/01/25-07/31/25 HOBBS ISLAND RIP RAP REPAIR	106529	8/5/2025	59,971.82
		3080-71-00000-527001-00000000-	3724039-4-1	POP:07/01/25-07/31/25 GOLDSMITH DRAINAGE WALKER	106529	8/5/2025	19,000.00
		3080-00-00000-220400-00000000-	3725008-8-2RET	2550 - MONROE STREETSCAPE FINAL RETAINAGE	106529	8/5/2025	5,425.76
		3080-71-00000-524028-00000000-	APPL #40 SR-255	#40, POP: 08/01/23-01/31/25-SR255 WIDE & INTERCHG	106529	8/5/2025	260,375.61
		3080-71-00000-524008-00000000-	403024-30-1	POP:07/01/25-07/31/25 JOHNS&PLUMMER ROAD ASPHALT	106529	8/5/2025	11,690.34
		Total Paid by Vendor					**402,543.37**
	S&ME INC	3080-71-00000-524000-BUDGET01-	1289420	POP 7/1/25-7/31/25 NORTHERN BYPASS NPDES	106532	8/5/2025	2,080.00
		Total Paid by Vendor					**2,080.00**
	SAIN ASSOCIATES INC	3080-71-00000-524000-ALDOT003-	56476	POP 6/1/25-6/28/25 SLAUGHTER RD	106239	7/22/2025	6,892.31
		Total Paid by Vendor					**6,892.31**
	SCHOEL ENGINEERING COMPANY INC	3080-71-00000-524009-00000000-	532160	POP:07/01/24-07/31/24 MONROE STREETSCAPE IMPROVE	106413	7/29/2025	3,625.00
		3080-71-00000-524009-00000000-	531844	POP:06/01/24-06/30/24 MONROE STREETSCAPE IMPROVE	106413	7/29/2025	12,325.00
		3080-71-00000-524009-00000000-	R533091	POP:10/01/24-10/31/24 MONROE STREETSCAPE IMPROVE	106533	8/5/2025	8,480.00
		3080-71-00000-520900-ALDOT002-	534933	POP 4/1/25-4/30/25 MILLER BRANCH GREENWAY	106533	8/5/2025	15,584.00
		Total Paid by Vendor					**40,014.00**
	THE FERGUSON GROUP LLC	3080-71-00000-524000-BUDGET01-	INV4051	GRANT WRITING RESOLUTE WAY INTERCHANGE	106159	7/22/2025	7,187.50
		3080-71-00000-524000-BUDGET01-	INV4042	GRANT WRITING- RESOLUTE WAY INTERCHANGE	106335	7/29/2025	7,187.50
		3080-71-00000-524000-BUDGET01-	INV4052	GRANT WRITING SERVICES RESOLUTE WAY INTERCHANGE	106335	7/29/2025	14,375.00
		Total Paid by Vendor					**28,750.00**
	THREE NOTCH GROUP INC	3080-71-00000-524008-00000000-	13198	POP 6/1/25 -6/23/25 BOB WADE LANE REALIGNMENT	90007773	7/22/2025	9,970.00
		Total Paid by Vendor					**9,970.00**
	UES PROFESSIONAL SOLUTIONS 18 LLC	3080-71-00000-521000-BUDGET01-	0182511122	POP 6/1/25-6/30/25 PRESERVE AT WADEPOINT	90007777	7/22/2025	2,500.00

		Total Paid by Vendor					**2,500.00**
	UNITED STATES GEOLOGICAL SURVEY	3080-71-00000-516041-00000000-	90116203	POP 4/1/25-6/30/25 JOINT FUNDING AGREEMENT	106256	7/22/2025	33,393.75
		Total Paid by Vendor					**33,393.75**
	UTILICOM SUPPLY ASSOCIATES LLC	3080-75-00000-529004-00000000-	319969	HARDWARE FOR PROJECT-LOWE/GALLATIN	90007864	7/29/2025	3,206.00
		Total Paid by Vendor					**3,206.00**
	VULCAN MATERIALS CO	3080-71-00000-530000-BUDGET01-	3882138	ROCK FOR 222 WASHINGTON STREET BLANKET	90007779	7/22/2025	787.00
		3080-71-00000-530000-BUDGET01-	3882341	ROCK FOR 222 WASHINGTON STREET BLANKET	90007779	7/22/2025	743.34
		3080-71-00000-530000-BUDGET01-	3938842	ROCK FOR 222 WASHINGTON STREET BLANKET	90007779	7/22/2025	739.65
		3080-71-00000-530000-BUDGET01-	3997186	ROCK FOR 222 WASHINGTON STREET BLANKET	90007866	7/29/2025	703.36
		3080-71-00000-530000-BUDGET01-	3997743	ROCK FOR 222 WASHINGTON STREET BLANKET	90007866	7/29/2025	773.67
		Total Paid by Vendor					**3,747.02**
	Total by Fund 3080						**1,743,555.58**
3204	REGIONS BANK	3204-00-00000-602000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	325,237.50
		3204-00-00000-601000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	1,085,000.00
		3204-00-00000-460100-00000000-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	-133.80
		Total Paid by Vendor					**1,410,103.70**
	Total by Fund 3204						**1,410,103.70**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	136-16800-00-0625	POP: 05/22/25 - 06/23/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	73.54
		3310-71-00000-515550-00000000-	136-34530-00-0625	POP: 05/23/25 - 06/24/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	2.60
		3310-71-00000-515550-00000000-	136-36500-00-0625	POP: 05/23/25 - 06/23/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	18.93
		3310-71-00000-515550-00000000-	136-16900-00-0625	POP: 05/22/25 - 06/22/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	78.98
		3310-71-00000-515550-00000000-	136-16650-00-0625	POP: 05/20/25 - 06/22/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	65.86
		3310-71-00000-515550-00000000-	136-65652-01-0625	POP: 05/23/25 - 06/24/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	93.79
		3310-71-00000-515550-00000000-	136-56300-00-0625	POP: 05/22/25 - 06/23/25-ELECTRIC SVCS UTILITIES	90007715	7/22/2025	14.31
		3310-71-00000-515550-00000000-	136-69040-00-0625	POP: 05/23/25 -06/23/25ELECTRIC SERVICES UTILITIES	90007715	7/22/2025	59.54
		3310-71-00000-515550-00000000-	136-65650-00-0625	POP:05/23/25 -06/23/25-ELECTRIC SERVICES UTILITIES	90007715	7/22/2025	30.14
		3310-71-00000-515550-00000000-	146-02400-00-0625	POP:05/28/25-06/25/25-ELECTRIC SERVICES UTILITIES	90007792	7/29/2025	587.48
		3310-71-00000-515550-00000000-	106-35050-00-0725	POP:06/18/25-07/22/25-ELECTRIC SERVICES UTILITIES	90007876	8/5/2025	45.18
		Total Paid by Vendor					**1,070.35**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	3110100101650825	POP 8/1/25-8/31/25 STREET LIGHTS/TRAFFIC LIGHTS	106484	8/5/2025	414,479.23
		Total Paid by Vendor					**414,479.23**
	Total by Fund 3310						**415,549.58**
3430	BRIDGESTONE AMERICA'S INC.	3430-41-00000-515520-00000000-	257743	POP: 07/11/25 - STAC VEHICLE REPAIR	90007799	7/29/2025	542.67
		Total Paid by Vendor					**542.67**
	DETECTACHEM, INC.	3430-41-00000-515520-00000000-	INV19605	STAC DRUG TEST KITS	90007728	7/22/2025	1,387.00
		Total Paid by Vendor					**1,387.00**
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-423056	POP: 07/03/25 - STAC VEHICLE REPAIR/MTNC	90007733	7/22/2025	86.98
		3430-41-00000-515520-00000000-	00019-423940	POP: 07/18/25 - STAC VEHICLE REPAIR/MTNC	90007733	7/22/2025	93.98
		3430-41-00000-515520-00000000-	00019-424247	POP: 07/23/25 - STAC VEHICLE REPAIR/MTNC	90007813	7/29/2025	133.96
		3430-41-00000-515520-00000000-	00019-424104	POP: 07/21/25 - STAC VEHICLE REPAIR/MTNC	90007813	7/29/2025	97.97
		3430-41-00000-515520-00000000-	00019-424378	POP: 07/25/25 -STAC VEHICLE REPAIR/MTNC	90007813	7/29/2025	86.98
		Total Paid by Vendor					**499.87**
	LAW ENFORCEMENT TRAINING ASSOCIATES INC	3430-41-00000-515520-00000000-	K KISSICK SP OP TRNG	7/28-8/1/25 K KISSICK SP OP TRNG 2025	106195	7/22/2025	475.00
		Total Paid by Vendor					**475.00**
	PRESTIGE SERVICE CENTER	3430-41-00000-515520-00000000-	7820	POP 7/24/25 STAC VEHICLE REPAIR	90007843	7/29/2025	394.80
		Total Paid by Vendor					**394.80**
	T-MOBILE	3430-41-00000-515520-00000000-	9609681437	POP 5/29/25-6/8/25 STAC CELL PHONE SUBPOENA	106247	7/22/2025	500.00
		Total Paid by Vendor					**500.00**
	Total by Fund 3430						**3,799.34**
3550	LANIER FORD SHAVER & PAYNE PC	3550-51-00000-520600-00000000-	250157	POP: 06/04/25-06/26/25LEGAL FEES FOR LAND PURCHASE	90007827	7/29/2025	395.11
		Total Paid by Vendor					**395.11**
	Total by Fund 3550						**395.11**
3560	HOLLAND SUPPLY INC	3560-51-00000-515340-00000000-	INV161447	CEMETERY MONUMENT EQUIPMENT	106172	7/22/2025	5,712.85
		Total Paid by Vendor					**5,712.85**
	Total by Fund 3560						**5,712.85**
3900	ALABAMA DEPARTMENT OF REVENUE	3900-44-00000-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	31.07
		Total Paid by Vendor					**31.07**
	AMAZON CAPITAL SERVICES INC	3900-44-00000-515340-00000000-	1DNT-Q7TQ-Y94F	EMMA LANSDELL 305 FOUNTAIN CIR, HSV AL 35801	90007788	7/29/2025	131.99
		Total Paid by Vendor					**131.99**
	DUTCH OIL COMPANY	3900-44-00000-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	15.22
		3900-44-00000-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	29.04

		3900-44-00000-514010-00000000-	CFN-43405	FUELING TRANS DATED 071825	90007731	7/22/2025	32.57
		3900-44-00000-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	23.71
		3900-44-00000-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	25.63
		3900-44-00000-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	30.77
		3900-44-00000-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	32.10
		Total Paid by Vendor					**189.04**
	ONE DIVERSIFIED LLC	3900-00-00000-140200-00000000-	VH212425	POP:05/15/25-05/14/27-BARCO SUB-SERVICES COVERAGE	106211	7/22/2025	28,754.87
		3900-00-00000-140200-00000000-	VH212426	POP: 06/25/25-06/24/26 ASSURANCE MANAGED SVC	106382	7/29/2025	20,000.00
		Total Paid by Vendor					**48,754.87**
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20250000423299	POP 7/20/25-8/19/25 SOUTHERN LINC SERVICES	106421	7/29/2025	442.13
		Total Paid by Vendor					**442.13**
	Total by Fund 3900						**49,549.10**
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	280.38
		Total Paid by Vendor					**280.38**
	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	3110100101290825	EARLYWORKS	106484	8/5/2025	14,580.79
		Total Paid by Vendor					**14,580.79**
	Total by Fund 3910						**14,861.17**
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	197.42
		Total Paid by Vendor					**197.42**
	Total by Fund 3930						**197.42**
3950	REGIONS BANK	3950-00-00000-602000-DE2021PB-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	378,952.61
		3950-00-00000-602000-DE2022PB-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	1,770,125.00
		3950-00-00000-602000-DE2025PB-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	115,588.96
		3950-00-00000-460100-00000000-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	-2,239.35
		3950-00-00000-636500-FROM0000-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	-378,040.04
		3950-00-00000-633000-FROM0000-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	-1,884,387.18
		Total Paid by Vendor					**0.00**
	Total by Fund 3950						**0.00**
4013	APAC-ALABAMA INC	4013-14-00000-521033-00000000-	403236-020&21-2R	POP:02/20/25-06/18/25 CONCRETE-BRAHAN SPRING PARK	90007714	7/22/2025	38,928.22
		Total Paid by Vendor					**38,928.22**
	Total by Fund 4013						**38,928.22**
4015	CONTEXTURE, INC.	4015-14-00000-522010-00000000-	250192	POP:06/16/25-06/23/25- NEW CITY HALL-MOD TO BLINDS	106461	8/5/2025	30,996.00
		Total Paid by Vendor					**30,996.00**
	PRO ELECTRIC INC	4015-14-00000-522010-00000000-	W43743	CIRCUITS FOR NEW A/V IN COUNCIL CHAMBER-NEW CITY	90007915	8/5/2025	3,540.25
		Total Paid by Vendor					**3,540.25**
	QUALITY GLASS CO	4015-14-00000-522010-00000000-	50890	POP 5/2/25-5/19/25 770 BUILD OUT	106386	7/29/2025	4,290.15
		Total Paid by Vendor					**4,290.15**
	SPECTRUM SOLUTIONS INC	4015-14-00000-522010-00000000-	9765	POP 6/17/25 TWO NEW NETWORK DROPS	106246	7/22/2025	510.61
		Total Paid by Vendor					**510.61**
	STATE SYSTEMS INC	4015-14-00000-522010-00000000-	148030767	POP 7/15/25 RELOCATE FIRE SPRINKLER	90007855	7/29/2025	1,569.50
		Total Paid by Vendor					**1,569.50**
	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL#1 - ROOF/WATER	#1, POP:03/06/25-05/30/25 ROOF&WATER MITIGATION	90007863	7/29/2025	39,342.81
		Total Paid by Vendor					**39,342.81**
	Total by Fund 4015						**80,249.32**
4017	BAILEY HARRIS CONSTRUCTION COMPANY INC	4017-14-00000-521028-00000000-	APPL#12R-HAYSLAND PK	#12R, POP:06/01/25-06/30/25 CONSTRUCTION-HAYS FARM	90007794	7/29/2025	441,992.87
		Total Paid by Vendor					**441,992.87**
	BAMAVIEW LLC	4017-14-00000-522020-00000000-	5475	POP 7/1/25-7/31/25 PHOTOGRAPHIC DOCU	106376	7/29/2025	2,089.00
		Total Paid by Vendor					**2,089.00**
	BUILDING & EARTH SCIENCES INC	4017-14-00000-523023-PHASE004-	127045	POP: 04/24/25-04/30/25 CMT AND INSPECTION SERVICES	106136	7/22/2025	6,866.88
		4017-14-00000-523023-PHASE004-	127774	POP: 05/01/25-05/31/25 CMT AND INSPECTION SERVICES	106136	7/22/2025	2,180.00
		4017-14-00000-523023-PHASE004-	128608	POP: 06/01/25-06/30/25 CMT AND INSPECTION SERVICES	106136	7/22/2025	2,558.75
		4017-14-00000-521035-00000000-	127783	POP: 04/30/25-05/31/25 CMT AND INSPECTION SERVICES	106136	7/22/2025	2,285.00
		Total Paid by Vendor					**13,890.63**
	FITE CONSTRUCTION COMPANY LLC	4017-14-00000-522020-00000000-	APPL#9 - JHP REC CTR	#9 POP:05/24/25-06/30/25 CONSTRUCTION -JHP REC	90007736	7/22/2025	1,323,821.41
		4017-14-00000-523023-PHASE004-	297708	POP:06/01/25-06/30/25 CONSTRUCT-SANDRA M	90007736	7/22/2025	1,546,040.52
		Total Paid by Vendor					**2,869,861.93**
	JAKE MARSHALL SERVICE INC	4017-14-00000-522019-00000000-	HUNTSVILLE-496644	POP: 10/30/24-REWORK ACCESS CONT-HPD CSI BLDG	90007825	7/29/2025	4,535.00
		Total Paid by Vendor					**4,535.00**
	KPS GROUP INC	4017-14-00000-523023-PHASE004-	225031-00-30	POP:04/26/25-05/30/25 ARCHITECT SVCS- SANDRA MOON	106193	7/22/2025	25,321.99
		4017-14-00000-523023-PHASE004-	225031-00-30.1	POP:04/26/25-05/30/25 ARCHITECT SVCS- SANDRA MOON	106193	7/22/2025	9,660.87
		4017-14-00000-523023-PHASE004-	225031-00-31	POP:06/01/25-06/27/25 ARCHITECT SVCS- SANDRA MOON	106193	7/22/2025	34,259.54

		Total Paid by Vendor					**69,242.40**
	PEARCE CONSTRUCTION CO INC	4017-14-00000-522019-00000000-	APPL #13 CSI BLDG	#13, POP:06/01/25-06/30/25-CONSTRUCTION SVCS-HPD	90007838	7/29/2025	629,466.50
		Total Paid by Vendor					**629,466.50**
	PRO ELECTRIC INC	4017-14-00000-523023-PHASE004-	W43639	POP:03/06/25-03/30/25 - SANDRA MOON PH 4	90007915	8/5/2025	9,368.32
		Total Paid by Vendor					**9,368.32**
	THOMPSON TRACTOR COMPANY INC	4017-14-00000-522019-00000000-	SPI01686308	LIFT TRUCK - HPD CSI - EVIDENCE BUILDING	106553	8/5/2025	30,260.00
		Total Paid by Vendor					**30,260.00**
	TTL INC	4017-14-00000-522021-00000000-	2153151	POP 6/1/25-6/30/25 ADDITIONAL SERVICES	90007862	7/29/2025	509.25
		Total Paid by Vendor					**509.25**
	US BANCORP ASSET MANAGEMENT INC	4017-00-00000-515370-00000000-	14829480	POP 6/1/25-6/30/25 INVESTMENTDEBT PROCEED	90007778	7/22/2025	4,075.27
		Total Paid by Vendor					**4,075.27**
	Total by Fund 4017						**4,075,291.17**
4018	HYDRA SERVICE INC	4018-14-00000-521026-00000000-	190417	POP 7/21/25 NSTALL TIMER AND REWIRE PANEL	90007897	8/5/2025	2,500.00
		Total Paid by Vendor					**2,500.00**
	Total by Fund 4018						**2,500.00**
4020	GKL COMPANIES INC	4020-00-00000-523050-00000000-	DRAW #7 - VBC	POP: 6/01/25-6/30/25 VBC PLAYHOUSE & SO HALL	106164	7/22/2025	65,594.80
		Total Paid by Vendor					**65,594.80**
	REDMOND CONSTRUCTION COMPANY LLC	4020-00-00000-523054-00000000-	DRAW #4 - VBC	POP: 6/01/25-6/30/25 VBC KITCHEN MODERNIZATION	90007763	7/22/2025	119,902.56
		Total Paid by Vendor					**119,902.56**
	STEWART ELECTRIC COMPANY, INC	4020-00-00000-523049-00000000-	DRAW #6 - VBC	POP: 6/01/25-6/30/25 VBC LIGHTING & SPRINKLER	90007770	7/22/2025	350,055.94
		Total Paid by Vendor					**350,055.94**
	TURNER CONSTRUCTION COMPANY	4020-00-00000-523047-00000000-	DRAW #15 - VBC	POP: 6/01/25-6/30/25 VBC CONCERT HALL BOH	90007776	7/22/2025	778,764.44
		Total Paid by Vendor					**778,764.44**
	Total by Fund 4020						**1,314,317.74**
4021	ARCO MURRAY NATIONAL HOLDINGS INC	4021-14-00000-522022-00000000-	APPL#1 - ICE CTR EXP	#1, POP:02/18/25-07/31/25 CONSTRUCTION - HSV ICE	106297	7/29/2025	627,112.43
		Total Paid by Vendor					**627,112.43**
	BOSTICK LANDSCAPE ARCHITECTS	4021-14-00000-522023-00000000-	05/01/25	LANDSCAPE ARCHITECTURAL SERVICES-VETERANS MUSEUM	106134	7/22/2025	1,312.50
		4021-14-00000-521040-00000000-	07/01/25	ADDL SRVS-CHRUCH STREET SURVEY-BSPE	106134	7/22/2025	7,480.00
		Total Paid by Vendor					**8,792.50**
	GTEC LLC	4021-14-00000-522023-00000000-	3952	POP:06/09/25-06/29/25-AD SVCS- GTEC-JHP VET MUSEUM	90007742	7/22/2025	6,635.00
		Total Paid by Vendor					**6,635.00**
	HUNTSVILLE UTILITIES	4021-14-00000-522022-00000000-	ICE SPORT CPLX ATC	ICE SPORT COMPLEX EXPANSION ATC GAS	106354	7/29/2025	2,015.00
		Total Paid by Vendor					**2,015.00**
	JM PHILLIPS ENGINEERING LLC	4021-14-00000-522023-00000000-	1859	POP:02/21/25-06/30/25 ENGINEERING SVCS - VETERAN	106363	7/29/2025	11,113.20
		Total Paid by Vendor					**11,113.20**
	Total by Fund 4021						**655,668.13**
6000	ALABAMA CONCRETE INC	6000-76-76250-513040-00000000-	165063	PL 1 REPAIRS (BLANKET)	90007711	7/22/2025	453.00
		6000-76-76370-513040-00000000-	166452	LIFT STAION REPAIRS (BLANKET)	90007873	8/5/2025	638.50
		Total Paid by Vendor					**1,091.50**
	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	594.55
		6000-76-76220-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	540.35
		6000-76-76230-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	342.91
		6000-76-76250-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	1,807.28
		6000-76-76260-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	1,623.28
		6000-76-76370-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	1,560.36
		6000-76-76380-515700-00000000-	UT TAX DUE 7/20/2025	UTILITY TAX DUE 7/20/2025	106118	7/18/2025	17.34
		Total Paid by Vendor					**6,486.07**
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	108-08250-01-0725	POP: 06/19/25-07/22/25 - LIFT STATION UTILITIES	90007876	8/5/2025	3,143.06
		6000-76-76370-515700-00000000-	108-26005-01-0725	POP: 06/18/25-07/22/25 -LIFT STATION UTILITIES	90007876	8/5/2025	51.63
		6000-76-76370-515700-00000000-	116-32200-01-0725	POP 6/23/25-7/23/25 LIFT STATION UTILITIES	90007876	8/5/2025	215.68
		6000-76-76370-515700-00000000-	118-34918-00-0725	POP 6/23/25-7/23/25 LIFT STATION UTILITIES	90007876	8/5/2025	96.32
		Total Paid by Vendor					**3,506.69**
	BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-0725	POP: 07/20/25-08/19/25-CMOM DATA FLOW LINES	106299	7/29/2025	252.67
		6000-76-76100-515070-00000000-	256 535-6412-0725	POP: 07/19/25-08/18/25 -ATT MAIN CENTREX FOR COH	106299	7/29/2025	61.65
		Total Paid by Vendor					**314.32**
	CC LYNCH AND ASSOCIATES INC	6000-76-76370-513040-00000000-	251500	YEARLY CALIBRATIONS FOR 6712 SAMPLES (EXEMPT)	90007721	7/22/2025	3,883.00
		Total Paid by Vendor					**3,883.00**
	CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	6118253627	POP 06/11/25-07/10/25 VERIZON SERVICES	106257	7/22/2025	2,231.29
		Total Paid by Vendor					**2,231.29**
	CINTAS	6000-76-76100-515670-00000000-	4236508735	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	38.87
		6000-76-76100-515670-00000000-	4236392429	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	119.25

	6000-76-76100-515670-00000000-	4236200817	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	72.84
	6000-76-76100-515670-00000000-	4236200954	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	114.38
	6000-76-76100-515670-00000000-	4236010423	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	52.93
	6000-76-76100-515670-00000000-	4235992666	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	105.49
	6000-76-76100-515670-00000000-	4236390313	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	1,267.76
	6000-76-76100-515670-00000000-	4237226928	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	38.87
	6000-76-76100-515670-00000000-	4237122040	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	119.25
	6000-76-76100-515670-00000000-	4237120167	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	1,267.76
	6000-76-76100-515670-00000000-	4236914085	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	114.38
	6000-76-76100-515670-00000000-	4236787019	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	52.93
	6000-76-76100-515670-00000000-	4236768277	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	105.49
	6000-76-76100-515670-00000000-	4236914069	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106141	7/22/2025	72.84
	6000-76-76100-515670-00000000-	4237956183	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	38.87
	6000-76-76100-515670-00000000-	4237651808	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	72.84
	6000-76-76100-515670-00000000-	4237840506	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	1,267.76
	6000-76-76100-515670-00000000-	4237842508	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	119.25
	6000-76-76100-515670-00000000-	4237651887	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	114.38
	6000-76-76100-515670-00000000-	4237530559	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	105.49
	6000-76-76100-515670-00000000-	4237543976	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106319	7/29/2025	52.93
	6000-76-76100-515670-00000000-	4238235224	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	105.49
	6000-76-76100-515670-00000000-	4238558823	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	119.25
	6000-76-76100-515670-00000000-	4238252421	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	52.93
	6000-76-76100-515670-00000000-	4238369856	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	114.38
	6000-76-76100-515670-00000000-	4238555874	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	1,267.76
	6000-76-76100-515670-00000000-	4238369726	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	72.84
	6000-76-76100-515670-00000000-	4238734351	WPC UNIFORMS JULY-SEPT 2025 (BLANKET)	106455	8/5/2025	38.87
	Total Paid by Vendor					**7,086.08**
CORA INC	6000-76-76300-516030-00000000-	460745	pop 7/8/25 PUMPING-MONTE SANO/VAR PROJ	90007759	7/22/2025	175.00
	6000-76-76300-516030-00000000-	460769	POP 7/15/25 PUMPING-MONTE SANO/VAR PROJ	90007759	7/22/2025	7,000.00
	6000-76-76300-516030-00000000-	460908	POP 7/16/25 PUMPING-MONTE SANO/VAR PROJ	90007759	7/22/2025	175.00
	6000-76-76300-516030-00000000-	460909	POP: 07/16/25 PUMPING-MONTE SANO/VAR PROJ	90007912	8/5/2025	175.00
	6000-76-76300-516030-00000000-	460771	POP 7/21/25 PUMPING-MONTE SANO	90007912	8/5/2025	8,750.00
	6000-76-76300-516030-00000000-	460772	POP 7/22/25 PUMPING-MONTE SANO	90007912	8/5/2025	8,750.00
	6000-76-76300-516030-00000000-	460773	POP 7/23/25 PUMPING-MONTE SANO	90007912	8/5/2025	7,875.00
	6000-76-76300-516030-00000000-	460963	POP 7/22/25 PUMPING-MONTE SANO	90007912	8/5/2025	175.00
	6000-76-76300-516030-00000000-	460976	POP 7/24/25 PUMPING-MONTE SANO	90007912	8/5/2025	175.00
	Total Paid by Vendor					**33,250.00**
CORE & MAIN LP	6000-00-00000-140100-00000000-	X296483	INVENTORY	106148	7/22/2025	14,616.00
	6000-00-00000-140100-00000000-	X333026	INVENTORY	106323	7/29/2025	2,352.00
	6000-00-00000-140100-00000000-	X339243	INVENTORY	106323	7/29/2025	4,299.40
	6000-00-00000-140100-00000000-	X372231	INVENTORY	106323	7/29/2025	1,680.90
	Total Paid by Vendor					**22,948.30**
D & D ARNOLD LLC	6000-76-76110-513030-00000000-	I006806	POP: 07/17/25 - INSTALL WINDSHIELD - R&M EQ#022208	90007709	7/22/2025	500.00
	6000-76-76110-513030-00000000-	I006899	POP: 07/28/25 - REPAIR WINDSHIELD - R&M EQ#022571	90007870	8/5/2025	515.00
	Total Paid by Vendor					**1,015.00**
DELL MARKETING LP	6000-76-76110-520200-00000000-	10826035134	24 INCH DELL MONITORS FOR WP	90007727	7/22/2025	1,081.02
	6000-76-76110-520200-00000000-	10826183367	DELL PRO MAX SLIM TOWER FOR WP SCADA	90007727	7/22/2025	1,385.64
	6000-76-76110-520200-00000000-	10827042050	DELL PRO SLIM PLUSQBS1250 FOR WP	90007808	7/29/2025	4,258.80
	6000-76-76110-520200-00000000-	10828054578	DELL PRO MAX 16 XCTO LAPTOP FOR WP ROSEMARY JONES	90007884	8/5/2025	2,080.83
	Total Paid by Vendor					**8,806.29**
DUTCH OIL COMPANY	6000-00-00000-140100-00000000-	INV-222963	POP: 07/08/25 - WPC FUELING FACILITY FY25	90007731	7/22/2025	3,168.48
	6000-00-00000-140100-00000000-	INV-222731	POP: 07/01/25 - WPC FUELING FACILITY FY25	90007731	7/22/2025	2,500.60
	6000-76-76110-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	36.45
	6000-76-76110-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	68.36
	6000-76-76110-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	107.83
	6000-76-76110-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	41.50
	6000-76-76110-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	38.13
	6000-76-76110-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	46.31
	6000-76-76110-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	85.44
	6000-76-76110-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	104.41
	6000-00-00000-140100-00000000-	INV-223391	POP: 07/17/25 - WPC FUELING FACILITY	90007810	7/29/2025	5,814.18

	6000-00-00000-140100-00000000-	INV-223158	POP: 07/15/25 - WPC FUELING FACILITY FY25	90007810	7/29/2025	7,007.85
	6000-76-76110-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	135.94
	6000-76-76110-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	73.81
	6000-00-00000-140100-00000000-	INV-223550	POP: 07/24/25-WPC FUELING FACILITY FY25	90007810	7/29/2025	1,847.23
	6000-76-76110-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	45.56
	6000-00-00000-140100-00000000-	INV-223645	POP: 07/22/25 -WPC FUELING FACILITY FY25	90007887	8/5/2025	2,963.18
	6000-00-00000-140100-00000000-	INV-223695	POP: 07/29/25 - WPC FUELING FACILITY FY25	90007887	8/5/2025	3,972.85
	6000-76-76110-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	111.17
	6000-76-76110-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	60.64
	6000-76-76110-514010-00000000-	CFN-43787	FUELING TRANS DATED 080125	90007887	8/5/2025	96.97
	6000-76-76110-514010-00000000-	CFN-43804	FUELING TRANS DATED 080225	90007887	8/5/2025	123.90
	Total Paid by Vendor					**28,450.79**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	37924	POP: 07/04/25 - R&M EQ#022054	106156	7/22/2025	1,223.54
	6000-76-76110-513030-00000000-	37939	POP: 07/17/25 R&M EQ#021747	106467	8/5/2025	605.14
	6000-76-76110-513030-00000000-	37956	POP: 07/25/25 R&M EQ 088446	106467	8/5/2025	277.98
	6000-76-76110-513030-00000000-	37950	POP: 07/22/25 R&M EQ#093890	106467	8/5/2025	95.00
	6000-76-76110-513030-00000000-	37936	POP: 07/17/25 R&M EQ#021662	106467	8/5/2025	330.85
	Total Paid by Vendor					**2,532.51**
ESTES EQUIPMENT CO INC	6000-76-76110-513010-00000000-	202208199	POP: 07/22/25-FUELING FACILITY INSPECTION/TESTING	106469	8/5/2025	4,037.00
	Total Paid by Vendor					**4,037.00**
FERGUSON US HOLDINGS INC	6000-76-76200-515340-00000000-	1591769	STOCK	90007734	7/22/2025	1,433.20
	Total Paid by Vendor					**1,433.20**
FREIGHTLINER OF ARIZONA LLC	6000-76-76110-513030-00000000-	RA380015581:01	POP 7/15/25-7/16/25 R&M EQ#030530	106558	8/5/2025	304.80
	Total Paid by Vendor					**304.80**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9300176473	BALCH RD PS	106166	7/22/2025	3,295.58
	6000-76-76250-513010-00000000-	9300323666	ADMIN BREAK ROOM	106340	7/29/2025	659.91
	6000-76-76250-513010-00000000-	9300256501	ADMIN BREAK ROOM	106340	7/29/2025	66.39
	6000-76-76250-513010-00000000-	9300285819	ADMIN BREAK ROOM	106340	7/29/2025	40.53
	6000-76-76370-513040-00000000-	9300274758	SCADA	106340	7/29/2025	1,849.80
	6000-76-76250-513040-00000000-	9300285808	PL1 PRE AIR	106340	7/29/2025	286.46
	6000-76-76250-513040-00000000-	9300323663	PL1 PRE AIR	106340	7/29/2025	149.27
	6000-76-76370-513040-00000000-	9300345750	ANDERSON CEMETERY PS	106473	8/5/2025	5,021.33
	6000-76-76370-513040-00000000-	9300381628	BALCH RD PS	106473	8/5/2025	158.87
	6000-76-76370-513040-00000000-	9300398461	BALCH RD PS	106473	8/5/2025	335.64
	Total Paid by Vendor					**11,863.78**
HARCROS CHEMICALS INC	6000-76-76110-515060-00000000-	871012215	PL5/PL6 SPLIT LOAD	106343	7/29/2025	2,701.01
	6000-76-76110-515060-00000000-	871012216	PL5/PL6 SPLIT LOAD	106343	7/29/2025	9,278.64
	6000-76-76110-515060-00000000-	871012247	PL1 TREATMENT CHEMICALS	106343	7/29/2025	12,021.73
	6000-76-76110-515060-00000000-	871012218	PL1 TREATMENT CHEMICALS	106343	7/29/2025	11,942.83
	6000-76-76110-515060-00000000-	871012217	PL4 TREATMENT CHEMICALS	106343	7/29/2025	11,927.05
	6000-76-76110-515060-00000000-	871012248	PL4 TREATMENT CHEMICALS	106343	7/29/2025	12,169.01
	Total Paid by Vendor					**60,040.27**
HOME DEPOT USA INC	6000-76-76200-515340-00000000-	873860290	STOCK	106175	7/22/2025	383.20
	6000-76-76200-515340-00000000-	874325830	STOCK	106348	7/29/2025	73.70
	Total Paid by Vendor					**456.90**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-515340-00000000-	6449299	TRUCK STOCK	90007744	7/22/2025	422.50
	6000-76-76200-515340-00000000-	6449300	TRUCK STOCK	90007744	7/22/2025	2,375.00
	6000-76-76260-513040-00000000-	6450666	PL4-CLARIFIER MAINTENANCE	90007744	7/22/2025	146.80
	6000-76-76200-513040-00000000-	6451893	MAINTENANCE REPAIRS (BLANKET)	90007744	7/22/2025	14.00
	6000-76-76200-513040-00000000-	6452613	MAINTENANCE REPAIRS (BLANKET)	90007744	7/22/2025	32.70
	6000-76-76200-513040-00000000-	6449388	MAINTENANCE REPAIRS (BLANKET)	90007820	7/29/2025	83.20
	6000-76-76200-513040-00000000-	6453342	MAINTENANCE REPAIRS (BLANKET)	90007820	7/29/2025	147.00
	6000-76-76200-515340-00000000-	6454562	TRUCK STOCK	90007820	7/29/2025	1,052.65
	6000-76-76200-513040-00000000-	6456756	MAINTENANCE REPAIRS (BLANKET)	90007896	8/5/2025	15.00
	6000-76-76200-513040-00000000-	6459295	MAINTENANCE REPAIRS (BLANKET)	90007896	8/5/2025	267.50
	Total Paid by Vendor					**4,556.35**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	PT46148	MISC HEAVY EQUIP PARTS (EXEMPT)(BLANKET)	90007821	7/29/2025	237.90
	6000-76-76110-513030-00000000-	CM15385	CREDIT MEMO FOR INVOICE PT46148	90007821	7/29/2025	-237.90
	6000-76-76110-513030-00000000-	PT46407	MISC HEAVY EQUIP PARTS (EXEMPT)(BLANKET)	90007821	7/29/2025	76.50
	Total Paid by Vendor					**76.50**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	75314	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	862.56

	6000-76-76200-515340-00000000-	75359	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	41.65
	6000-76-76200-515340-00000000-	75419	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	3,570.09
	6000-76-76200-515340-00000000-	75434	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	2,190.00
	6000-76-76200-515340-00000000-	75469	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	337.72
	6000-76-76200-515340-00000000-	75474	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	276.37
	6000-76-76200-515340-00000000-	75527	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	109.12
	6000-76-76200-515340-00000000-	75416	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	106179	7/22/2025	209.60
	Total Paid by Vendor					**7,597.11**
JAMES R HALL	6000-76-76110-513030-00000000-	77704	COM TX 072825/77704	90007848	7/29/2025	375.00
	6000-76-76110-513030-00000000-	77704	COM TX 072825/77704	90007848	7/29/2025	49.20
	Total Paid by Vendor					**424.20**
JMS RUSSEL METALS CORP	6000-76-76260-513040-00000000-	20564746	PL4	90007749	7/22/2025	591.00
	6000-76-76260-513040-00000000-	20564744	PL4	90007749	7/22/2025	750.00
	Total Paid by Vendor					**1,341.00**
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0725	POP:06/10/25-07/10/25-LIFT STATION UTILITIES FY25	90007828	7/29/2025	26.00
	Total Paid by Vendor					**26.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	7.05
	6000-76-76110-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	7.05
	6000-76-76110-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	8.53
	6000-76-76110-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	7.05
	6000-76-76110-513030-00000000-	272986	WPC AUTO PARTS FY 25 (BLANKET)	106370	7/29/2025	388.95
	6000-76-76110-513030-00000000-	273105	WPC AUTO PARTS FY 25 (BLANKET)	106370	7/29/2025	803.19
	6000-76-76110-513030-00000000-	273145	WPC AUTO PARTS FY 25 (BLANKET)	106370	7/29/2025	1,581.40
	6000-76-76110-513030-00000000-	273448	WPC AUTO PARTS FY 25 (BLANKET)	106370	7/29/2025	886.85
	6000-76-76110-513030-00000000-	273382	WPC AUTO PARTS FY 25 (BLANKET)	106370	7/29/2025	1,149.62
	6000-76-76110-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	7.05
	6000-76-76110-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	7.05
	6000-76-76110-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	18.60
	6000-76-76110-513030-00000000-	273652	WPC AUTO PARTS FY 25 (BLANKET)	106495	8/5/2025	739.94
	6000-76-76110-513030-00000000-	273689	WPC AUTO PARTS FY 25 (BLANKET)	106495	8/5/2025	25.97
	Total Paid by Vendor					**5,638.30**
MADISON COUNTY WATER DEPT	6000-76-76370-515700-00000000-	01098317-000725	POP 6/9/25-7/7/25 UTILITIES	106201	7/22/2025	10.40
	6000-76-76230-515700-00000000-	01127311-000725	POP 6/20/25-7/21/25 UTILITIES	106497	8/5/2025	2,969.08
	6000-76-76370-515700-00000000-	01155616-000725	POP 6/23/25-7/22/25 UTILITIES	106497	8/5/2025	10.40
	6000-76-76370-515700-00000000-	01098590-000725	POP 6/23/25-7/22/25 UTILITIES	106497	8/5/2025	10.40
	Total Paid by Vendor					**3,000.28**
MAXIM CRANE WORKS LP	6000-76-76370-513040-00000000-	56108986	POP 7/8/25 LIFT STATIONS	106203	7/22/2025	540.00
	6000-76-76370-513040-00000000-	56109015	POP 7/18/25 LIFT STATIONS	106372	7/29/2025	540.00
	Total Paid by Vendor					**1,080.00**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660085734	POP 7/18/25 EM R&M EQ#080445	90007755	7/22/2025	989.55
	6000-76-76110-513030-00000000-	4660085783	POP 7/15/25 RPR EQ#050674 (OFF ROAD)	90007755	7/22/2025	432.68
	6000-76-76110-513030-00000000-	4660084968	POP 6/26/25 EM R&M EQ#022598	90007755	7/22/2025	18.80
	6000-76-76110-513030-00000000-	4660085671	POP 7/14/25 EM R&M EQ#022103	90007755	7/22/2025	342.60
	6000-76-76110-513030-00000000-	4660085239	POP 7/1/25 EMERGENCY RPR - EQ#022574	90007755	7/22/2025	16.80
	6000-76-76110-513030-00000000-	4660085487	POP 7/14/25 TRAILER - EQ#080294	90007830	7/29/2025	514.04
	6000-76-76110-513030-00000000-	4660085953	POP 7/18/25 EM R&M EQ#080357	90007830	7/29/2025	628.08
	6000-76-76110-513030-00000000-	4660086048	POP 7/22/25 EM R&M EQ#080446	90007830	7/29/2025	35.80
	6000-76-76110-513030-00000000-	4660085335A	WASH W/CM 4660086365	90007908	8/5/2025	580.48
	6000-76-76110-513030-00000000-	4660086365	CREDIT FOR INV 4660085335A	90007908	8/5/2025	-580.48
	6000-76-76110-513030-00000000-	4660086368	POP: 07/08/25 R&M EQ#022106	90007908	8/5/2025	496.48
	6000-76-76110-513030-00000000-	4660086277	POP 7/16/25 EM R&M EQ#030759	90007908	8/5/2025	808.00
	Total Paid by Vendor					**4,282.83**
P & H SUPPLY CO INC	6000-00-00000-140100-00000000-	4838	INVENTORY	106503	8/5/2025	2,370.00
	6000-76-76200-515340-00000000-	4841	STOCK	106503	8/5/2025	3,991.90
	6000-76-76200-515340-00000000-	4845	STOCK	106503	8/5/2025	8,694.00
	6000-76-76200-515340-00000000-	4846	STOCK	106503	8/5/2025	617.50
	Total Paid by Vendor					**15,673.40**
PENHALL COMPANY	6000-76-76300-516030-00000000-	240754	POP 7/8/25 POINT REPAIR	106212	7/22/2025	340.00
	6000-76-76300-516030-00000000-	240734	POP 6/5/25 POINT REPAIR	106212	7/22/2025	340.00
	6000-76-76300-516030-00000000-	240731	POP 5/28/25-5/30/25 POINT REPAIR	106212	7/22/2025	680.00
	6000-76-76300-516030-00000000-	240748	POP 5/28/25 POINT REPAIR	106212	7/22/2025	617.50

	6000-76-76300-516030-00000000-	242000	POP 7/23/25 POINT REPAIR - 1ST CALL	106505	8/5/2025	1,020.00
	6000-76-76300-516030-00000000-	242558	POP 7/25/25 POINT REPAIR - 1ST CALL	106505	8/5/2025	637.50
	6000-76-76300-516030-00000000-	242561	POP 7/25/25-7/28/25 POINT REPAIR - 1ST CALL	106505	8/5/2025	425.00
	Total Paid by Vendor					**4,060.00**
PRO-AIR SERVICES INC	6000-76-76370-513010-00000000-	102806	POP 6/17/25-7/2/25 I565 PS	90007845	7/29/2025	274.43
	6000-76-76370-513010-00000000-	102807	POP 6/26/25-6/30/25 DUPREE WORTHY PS	90007845	7/29/2025	382.60
	6000-76-76370-513010-00000000-	102808	POP 6/25/25-6/30/25 GOOSE CREEK PS	90007845	7/29/2025	678.20
	Total Paid by Vendor					**1,335.23**
REFUND PAYMENTS	6000-76-00000-424115-00000000-	REF SWR TAP 25-50/51	REFUND OF SEWER TAP PERMIT# 25-50 & 25-51	106527	8/5/2025	2,000.00
	Total Paid by Vendor					**2,000.00**
REGIONS BANK	6000-00-00000-602000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	144,250.00
	6000-00-00000-601000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	1,055,000.00
	6000-00-00000-460100-00000000-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	-113.78
	Total Paid by Vendor					**1,199,136.22**
S & S FIRESTONE INC	6000-76-76110-513030-00000000-	4230023135	COM TX 071825/4230023135	90007717	7/22/2025	33.00
	Total Paid by Vendor					**33.00**
SAFEWARE INC	6000-76-76200-515340-00000000-	30300427	FOR WPC AED DEVICES	106412	7/29/2025	688.30
	Total Paid by Vendor					**688.30**
SEQUEL ELECTRICAL SUPPLY LLC	6000-76-76200-515340-00000000-	930664801	MONTE SANO	106414	7/29/2025	456.45
	Total Paid by Vendor					**456.45**
SHATTUCK PAINTING	6000-76-76110-513010-00000000-	7448	WPC ADMIN OFFICE	106534	8/5/2025	1,798.00
	Total Paid by Vendor					**1,798.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	6000-76-76300-515340-00000000-	156348450-001	SEWER CONSTRUCTION	106538	8/5/2025	3,420.00
	Total Paid by Vendor					**3,420.00**
STAPLES INC	6000-76-76200-515340-00000000-	6035743647	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90007854	7/29/2025	87.12
	6000-76-76200-515340-00000000-	6037397623	REFUND FOR STAPLES 10PK-LINE 3	90007854	7/29/2025	-20.11
	6000-76-76200-515340-00000000-	6038069603	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90007854	7/29/2025	705.24
	6000-76-76200-515340-00000000-	6038981699	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90007923	8/5/2025	179.99
	Total Paid by Vendor					**952.24**
SUNBELT RENTALS INC	6000-76-76250-513040-00000000-	165482156-0006	POP 7/11/25-8/7/25 PL1 HEADWORKS	106425	7/29/2025	532.00
	Total Paid by Vendor					**532.00**
T & V CLEANING SERVICES, LLC	6000-76-76100-515370-00000000-	029A	POP 7/1/25- 7/30/25 WPC JANITORIAL	90007857	7/29/2025	2,059.33
	Total Paid by Vendor					**2,059.33**
TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	6217522	POP 7/8/25-7/14/25 EM R&M EQ#980394	90007774	7/22/2025	632.17
	Total Paid by Vendor					**632.17**
TRINITY MACHINE SHOP LLC	6000-76-76250-513040-00000000-	56803	PL1A BLOWER	90007930	8/5/2025	498.00
	Total Paid by Vendor					**498.00**
TRUCKWORX HOLDING CO., LLC	6000-76-76110-513030-00000000-	0640656477	POP: 07/07/25 - REPAIRS. R&M EQ#030538	90007861	7/29/2025	484.20
	Total Paid by Vendor					**484.20**
UKG KRONOS SYSTEMS LLC	6000-00-00000-140200-00000000-	I10010013417	POP 09/06/25-09/05/26 KRONOS YEARLY SUPPORT	106368	7/29/2025	8,494.08
	Total Paid by Vendor					**8,494.08**
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	3939251	POINT REPAIR (BLANKET)	90007779	7/22/2025	572.40
	6000-76-76300-516030-00000000-	3943128	POINT REPAIR (BLANKET)	90007779	7/22/2025	1,014.08
	6000-76-76300-516030-00000000-	3944012	POINT REPAIR (BLANKET)	90007779	7/22/2025	138.89
	6000-76-76300-516030-00000000-	3997875	POINT REPAIR	90007866	7/29/2025	534.82
	6000-76-76300-516030-00000000-	3997479	POINT REPAIR (BLANKET)	90007866	7/29/2025	3,153.68
	6000-76-76300-516030-00000000-	3997123	POINT REPAIR (BLANKET)	90007866	7/29/2025	585.60
	6000-76-76200-513040-00000000-	3939768	PLANTS (BLANKET)	90007866	7/29/2025	947.96
	6000-76-76200-513040-00000000-	3997304	PLANTS (BLANKET)	90007866	7/29/2025	397.98
	6000-76-76200-513040-00000000-	3998077	PLANTS (BLANKET)	90007866	7/29/2025	389.40
	6000-76-76200-513040-00000000-	3997589	PLANTS (BLANKET)	90007866	7/29/2025	2,631.07
	6000-76-76300-516030-00000000-	4045157	POINT REPAIR (BLANKET)	90007933	8/5/2025	2,559.46
	6000-76-76300-516030-00000000-	4057583	POINT REPAIR (BLANKET)	90007933	8/5/2025	898.56
	6000-76-76200-513040-00000000-	4057497	PLANTS (BLANKET)	90007933	8/5/2025	509.46
	6000-76-76300-516030-00000000-	4057770	POINT REPAIR (BLANKET)	90007933	8/5/2025	607.92
	6000-76-76300-516030-00000000-	4057799	POINT REPAIR (BLANKET)	90007933	8/5/2025	376.80
	6000-76-76300-516030-00000000-	4115997	POINT REPAIR (BLANKET)	90007933	8/5/2025	582.48
	Total Paid by Vendor					**15,900.56**
WAR PARTS AND EQUIPMENT	6000-76-76110-513030-00000000-	15033	FOR SKIDSTEER BUCKETS	106559	8/5/2025	4,598.51
	Total Paid by Vendor					**4,598.51**
WINSUPPLY HUNTSVILLE AL CO.	6000-76-76250-513040-00000000-	085094 02	PL1A BOILER	106261	7/22/2025	2,404.50

		6000-76-76230-513040-00000000-	084654 01	PL5	106261	7/22/2025	2,315.14
		6000-76-76200-515340-00000000-	085492 01	WPC PLUMBING SUPPLIES FY25 (BLANKET)	106261	7/22/2025	344.93
		6000-76-76200-515340-00000000-	085353 01	WPC PLUMBING SUPPLIES FY25 (BLANKET)	106437	7/29/2025	1,459.68
		6000-76-76200-515340-00000000-	085718 01	WPC PLUMBING SUPPLIES FY25 (BLANKET)	106561	8/5/2025	833.76
		Total Paid by Vendor					**7,358.01**
	Total by Fund 6000						**1,497,870.06**
6010	CORA INC	6010-76-00000-526000-00000000-	460837	POP 7/15/25 EMERGENCY PLUMBING REPAIRS	90007759	7/22/2025	517.50
		6010-76-00000-526000-00000000-	460272	POP 6/2/25 EMERGENCY PLUMBING REPAIRS	90007834	7/29/2025	24,096.89
		6010-76-00000-526000-00000000-	460836	POP 7/15/25 EMERGENCY PLUMBING REPAIRS	90007834	7/29/2025	352.50
		Total Paid by Vendor					**24,966.89**
	LTS CONSTRUCTION LLC	6010-00-00000-220400-00000000-	APPL# 8 TUCK FIN RET	24766 - PIPE BURSTING TUCKER FINAL RETAINAGE	90007904	8/5/2025	11,858.82
		6010-00-00000-220400-00000000-	APPL# 7 BEIR FIN RET	24766 - PIPE BURSTING BEIRNE AVE FINAL RETAINAGE	90007904	8/5/2025	12,164.82
		6010-76-00000-526000-00000000-	APPL# 9 BIG COVE ST	#9, POP:03/20/25-07/18/25 PIPE BURSTING BIG COVE	90007904	8/5/2025	271,494.61
		Total Paid by Vendor					**295,518.25**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL#17 BIGCOVEST	POP: 07/10/25-07/16/25 EMERGENCY MANHOLE REHAB	106435	7/29/2025	40,441.40
		Total Paid by Vendor					**40,441.40**
	Total by Fund 6010						**360,926.54**
6020	CORE & MAIN LP	6020-76-00000-526000-00000000-	X276080	PL1A BLOWERS	106148	7/22/2025	1,928.58
		Total Paid by Vendor					**1,928.58**
	CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6020-76-00000-526000-00000000-	S014220830.001	SPARE VFD CONTROL 2 (EXEMPT)	90007805	7/29/2025	13,572.60
		6020-76-00000-526000-00000000-	S014220933.001	SPARE VFD CONTROL 3 (EXEMPT)	90007805	7/29/2025	13,086.30
		6020-76-00000-526000-00000000-	S014220990.001	SPARE VFD CONTROL 1 (EXEMPT)	90007805	7/29/2025	14,638.43
		6020-76-00000-526000-00000000-	S014220830.002	SPARE VFD CONTROL 2 (EXEMPT)	90007883	8/5/2025	1,058.59
		6020-76-00000-526000-00000000-	S014220933.002	SPARE VFD CONTROL 3 (EXEMPT)	90007883	8/5/2025	1,545.43
		Total Paid by Vendor					**43,901.35**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9342597719	PL1 GBT GENERATOR	106166	7/22/2025	137.92
		6020-76-00000-526000-00000000-	9342593091	FISHER RD LS REPAIR	106166	7/22/2025	8,277.25
		6020-76-00000-526000-00000000-	9300216802	MOORESVILLE PS	106166	7/22/2025	2,323.73
		6020-76-00000-526000-00000000-	9300285796	MOORESVILLE PS	106340	7/29/2025	643.90
		6020-76-00000-526000-00000000-	9300285787	PL1 GBT GENERATOR	106340	7/29/2025	185.25
		6020-76-00000-526000-00000000-	9300232804	MOORESVILLE PS	106473	8/5/2025	3,611.31
		6020-76-00000-526000-00000000-	9300364231	PL1 BLOWERS	106473	8/5/2025	55,494.60
		6020-76-00000-526000-00000000-	9300381639	PL1 GBT GENERATOR	106473	8/5/2025	563.12
		Total Paid by Vendor					**71,237.08**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	190098	POP: 07/01/25 - PL1 (EXEMPT)	90007897	8/5/2025	11,832.81
		Total Paid by Vendor					**11,832.81**
	Total by Fund 6020						**128,899.82**
6030	CORA INC	6030-71-00000-526000-00000000-	460766	POP 7/11/25 PUMPING-ENGINEERING	90007759	7/22/2025	3,150.00
		6030-71-00000-526000-00000000-	460767	POP 7/11/25 PUMPING-ENGINEERING	90007759	7/22/2025	350.00
		6030-71-00000-526000-00000000-	460812	POP 7/14/25 PUMPING-ENGINEERING	90007759	7/22/2025	4,375.00
		6030-71-00000-526000-00000000-	460813	POP 7/14/25 PUMPING-ENGINEERING	90007759	7/22/2025	175.00
		6030-71-00000-526000-00000000-	460906	POP 7/16/25 PUMPING-ENGINEERING	90007759	7/22/2025	2,625.00
		6030-71-00000-526000-00000000-	460907	POP 7/16/25 PUMPING-ENGINEERING	90007759	7/22/2025	350.00
		6030-71-00000-526000-00000000-	460770	POP 7/20/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,150.00
		6030-71-00000-526000-00000000-	460852	POP 7/18/25 PUMPING-ENGINEERING	90007912	8/5/2025	2,625.00
		6030-71-00000-526000-00000000-	460933	POP 7/18/25 PUMPING-ENGINEERING	90007912	8/5/2025	875.00
		6030-71-00000-526000-00000000-	460937	POP 7/21/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,850.00
		6030-71-00000-526000-00000000-	460938	POP 7/21/25 PUMPING-ENGINEERING	90007912	8/5/2025	875.00
		6030-71-00000-526000-00000000-	460972	POP 7/23/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,500.00
		6030-71-00000-526000-00000000-	460973	POP 7/23/25 PUMPING-ENGINEERING	90007912	8/5/2025	350.00
		6030-71-00000-526000-00000000-	460977	POP 7/25/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,500.00
		6030-71-00000-526000-00000000-	461034	POP 7/28/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,850.00
		6030-71-00000-526000-00000000-	461052	POP 7/30/25 PUMPING-ENGINEERING	90007912	8/5/2025	3,500.00
		Total Paid by Vendor					**37,100.00**
	CORE & MAIN LP	6030-71-00000-526000-00000000-	X267394	MLK PULASKI PIKE GRAVITY EXTENSION	106148	7/22/2025	39,575.83
		6030-71-00000-526000-00000000-	X267384	MLK PULASKI PIKE GRAVITY EXTENSION	106148	7/22/2025	39,575.83
		6030-71-00000-526000-00000000-	X153757	MLK PULASKI PIKE GRAVITY EXTENSION	106148	7/22/2025	15,060.67
		6030-71-00000-526000-00000000-	X328272	MOHAWK PROJECT	106323	7/29/2025	313.46
		6030-71-00000-526000-00000000-	X328243	MOHAWK PROJECT	106323	7/29/2025	220.00
		6030-71-00000-526000-00000000-	X355475	MOHAWK PROJECT	106323	7/29/2025	399.00
		Total Paid by Vendor					**95,144.79**

	ECO-TECH INC	6030-71-00000-526000-00000000-	251562	MOORESVILLE/PINEY CREEK PS (EXEMPT)	106155	7/22/2025	26,520.00
		6030-71-00000-526000-00000000-	251633	MOORESVILLE/PINEY CREEK PS (EXEMPT)	106331	7/29/2025	36,080.00
		Total Paid by Vendor					**62,600.00**
	KASEY BECKER	6030-71-00000-526000-00000000-	20355	POP: 06/01/25-06/30/25-BIG COVE STATION SS	106191	7/22/2025	85.00
		6030-71-00000-526000-00000000-	20325	POP: 05/01/25-05/31/25 - SOUTHPOINT PS	106191	7/22/2025	85.00
		6030-71-00000-526000-00000000-	30358	POP: 06/01/25 - 06/30/25 -SOUTHPOINT PS	106191	7/22/2025	85.00
		6030-71-00000-526000-00000000-	20356	POP: 07/01/25-07/31/25-BIG COVE STATION SS	106490	8/5/2025	85.00
		Total Paid by Vendor					**340.00**
	MCCORD CONSTRUCTION	6030-00-00000-220400-00000000-	2352	25409 - BIG COVE STATION SS EXT FINAL RETAINAGE	90007907	8/5/2025	1,232.20
		Total Paid by Vendor					**1,232.20**
	MORROW WATER TECHNOLOGIES INC	6030-71-00000-526000-00000000-	3042790	MOHAWK PROJECT (EXEMPT)	106208	7/22/2025	1,616.08
		Total Paid by Vendor					**1,616.08**
	PENHALL COMPANY	6030-71-00000-526000-00000000-	240737	POP 6/6/25 VARIOUS ENG PROJECTS	106212	7/22/2025	340.00
		6030-71-00000-526000-00000000-	240741	POP 6/27/25 VARIOUS ENG PROJECTS	106212	7/22/2025	340.00
		6030-71-00000-526000-00000000-	240745	POP 6/27/25 VARIOUS ENG PROJECTS	106212	7/22/2025	340.00
		6030-71-00000-526000-00000000-	241578	VARIOUS ENG PROJECTS-1ST CALL(BLANKET)	106384	7/29/2025	340.00
		6030-71-00000-526000-00000000-	241586	VARIOUS ENG PROJECTS-1ST CALL(BLANKET)	106384	7/29/2025	1,020.00
		6030-71-00000-526000-00000000-	241999	POP 7/22/25 VARIOUS ENG PROJECTS-1ST CALL	106505	8/5/2025	340.00
		Total Paid by Vendor					**2,720.00**
	REV CONSTRUCTION INC	6030-71-00000-526000-00000000-	S118 HSV 4-A	POP:07/15/25-07/22/25 COVE @GREEN MTN/KNOTTY WALLS	90007847	7/29/2025	326,436.34
		Total Paid by Vendor					**326,436.34**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	239103965-011	POP 6/27/25-7/25/25CHIMNEY CREEK	106254	7/22/2025	4,366.00
		Total Paid by Vendor					**4,366.00**
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	3938918	BIG COVE STATION SS (BLANKET)	90007779	7/22/2025	397.82
		6030-71-00000-526000-00000000-	3939363	BIG COVE STATION SS (BLANKET)	90007779	7/22/2025	580.95
		6030-71-00000-526000-00000000-	3939599	BIG COVE STATION SS (BLANKET)	90007779	7/22/2025	1,143.68
		6030-71-00000-526000-00000000-	3939928	BIG COVE STATION SS (BLANKET)	90007779	7/22/2025	555.75
		6030-71-00000-526000-00000000-	3943090	BIG COVE STATION SS (BLANKET)	90007779	7/22/2025	390.39
		6030-71-00000-526000-00000000-	3998167	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	3,156.98
		6030-71-00000-526000-00000000-	3997702	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	436.73
		6030-71-00000-526000-00000000-	3997240	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	823.03
		6030-71-00000-526000-00000000-	3943754	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	3,225.79
		6030-71-00000-526000-00000000-	3939405	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	3,111.17
		6030-71-00000-526000-00000000-	3997666	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	1,784.40
		6030-71-00000-526000-00000000-	3997659	BIG COVE STATION SS (BLANKET)	90007866	7/29/2025	3,029.52
		6030-71-00000-526000-00000000-	3997132	MLK PULASKI PIKE GRAVITY EXTENSION	90007866	7/29/2025	7,047.36
		6030-71-00000-526000-00000000-	4057503	BIG COVE STATION SS (BLANKET)	90007933	8/5/2025	481.74
		6030-71-00000-526000-00000000-	4057840	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	417.45
		6030-71-00000-526000-00000000-	4057456	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	5,194.98
		6030-71-00000-526000-00000000-	4057271	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	465.99
		6030-71-00000-526000-00000000-	4090308	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	481.95
		6030-71-00000-526000-00000000-	4090654	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	506.31
		6030-71-00000-526000-00000000-	4115077	VARIOUS ENGINEERING PROJECTS (BLANKET)	90007933	8/5/2025	520.80
		Total Paid by Vendor					**33,752.79**
	Total by Fund 6030						**565,308.20**
6040	GARVER LLC	6040-71-00000-526000-00000000-	2301474-16	POP: 04/12/25- 06/13/25-WPC WESTERN AREA MASTER	90007890	8/5/2025	1,805.00
		6040-71-00000-526000-00000000-	23W10115-10	POP:02/15/25-06/13/LIMESTONE CTY SS INTERCEPTOR	90007890	8/5/2025	683.19
		Total Paid by Vendor					**2,488.19**
	Total by Fund 6040						**2,488.19**
6099	REGIONS BANK	6099-00-00000-262000-DE2014AX-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	1,055,000.00
		6099-00-00000-601000-CONTRA00-	DEBT 8/1/25	DEBT SERVICE PAYMENT DUE 8/1/25 14A/25A/25B	106441	7/30/2025	-1,055,000.00
		Total Paid by Vendor					**0.00**
	Total by Fund 6099						**0.00**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	51354	COM TX 071625/51354	106125	7/22/2025	120.00
		6200-55-55200-513030-00000000-	51360	COM TX 071625/51360	106125	7/22/2025	120.00
		Total Paid by Vendor					**240.00**
	AMAZON CAPITAL SERVICES INC	6200-55-55200-515340-00000000-	1NCF-C6YJ-1JJ6	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90007712	7/22/2025	1,704.00
		Total Paid by Vendor					**1,704.00**
	D & D ARNOLD LLC	6200-55-55200-513030-00000000-	I006493	COM TX 071625/I006493	90007709	7/22/2025	120.00
		6200-55-55200-513030-00000000-	I006493	COM TX 071625/I006493	90007709	7/22/2025	150.00
		Total Paid by Vendor					**270.00**

DUTCH OIL COMPANY	6200-55-55200-514010-00000000-	CFN-43210	FUELING TRANS DATED 071425	90007731	7/22/2025	4,076.68
	6200-55-55200-514010-00000000-	CFN-43227	FUELING TRANS DATED 071525	90007731	7/22/2025	3,670.91
	6200-55-55200-514010-00000000-	CFN-43361	FUELING TRANS DATED 071625	90007731	7/22/2025	3,378.12
	6200-55-55200-514010-00000000-	CFN-43383	FUELING TRANS DATED 071725	90007731	7/22/2025	3,653.85
	6200-55-55200-514010-00000000-	CFN-43436	FUELING TRANS DATED 072125	90007731	7/22/2025	4,113.94
	6200-55-55200-514010-00000000-	CFN-43455	FUELING TRANS DATED 072225	90007810	7/29/2025	3,115.43
	6200-55-55200-514010-00000000-	CFN-43472	FUELING TRANS DATED 072325	90007810	7/29/2025	4,089.51
	6200-55-55200-514010-00000000-	CFN-43500	FUELING TRANS DATED 072425	90007810	7/29/2025	3,489.10
	6200-55-55200-514010-00000000-	CFN-43546	FUELING TRANS DATED 072825	90007887	8/5/2025	3,733.53
	6200-55-55200-514010-00000000-	CFN-43565	FUELING TRANS DATED 072925	90007887	8/5/2025	3,326.45
	6200-55-55200-514010-00000000-	CFN-43581	FUELING TRANS DATED 073025	90007887	8/5/2025	4,185.10
	6200-55-55200-514010-00000000-	CFN-43602	FUELING TRANS DATED 073125	90007887	8/5/2025	3,614.81
	6200-55-55200-514010-00000000-	CFN-43820	FUELING TRANS DATED 080425	90007887	8/5/2025	3,236.01
	Total Paid by Vendor					**47,683.44**
GOODYEAR SERVICE STORES	6200-55-55200-513030-00000000-	0000040814	COM TX 071825/40814	106165	7/22/2025	1,054.72
	6200-55-55200-513030-00000000-	0000040815	COM TX 071825/40815	106165	7/22/2025	513.13
	Total Paid by Vendor					**1,567.85**
HOME DEPOT USA INC	6200-55-55200-515340-00000000-	873417828	A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998	106348	7/29/2025	143.52
	6200-55-55200-515340-00000000-	873182414	A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998	106349	7/29/2025	61.52
	6200-55-55200-515340-00000000-	873417810	A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998	106348	7/29/2025	535.14
	Total Paid by Vendor					**740.18**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6200-55-55200-515340-00000000-	75122	FY25 NON-BID ITEMS(BLANKET)SANITATION	106179	7/22/2025	480.49
	6200-55-55200-515340-00000000-	75170	FY25 NON-BID ITEMS(BLANKET)SANITATION	106485	8/5/2025	575.04
	6200-55-55200-515340-00000000-	75574	FY25 BID ITEMS BLANKET(SANITATION)	106485	8/5/2025	49.60
	Total Paid by Vendor					**1,105.13**
JAMES R HALL	6200-55-55200-513030-00000000-	77700	COM TX 072825/77700	90007848	7/29/2025	375.00
	6200-55-55200-513030-00000000-	77703	COM TX 072825/77703	90007848	7/29/2025	375.00
	6200-55-55200-513030-00000000-	77703	COM TX 072825/77703	90007848	7/29/2025	45.60
	Total Paid by Vendor					**795.60**
JEFFREY S CAMPBELL	6200-55-55200-513030-00000000-	02118	COM TX 071825/02118	106183	7/22/2025	335.92
	6200-55-55200-513030-00000000-	02118	COM TX 071825/02118	106183	7/22/2025	223.50
	6200-55-55200-513030-00000000-	02118	COM TX 071825/02118	106183	7/22/2025	2,220.00
	Total Paid by Vendor					**2,779.42**
JULIAN J VACA-LIMA	6200-55-55200-513030-00000000-	INV0081	COM TX 072825/INV0081	106365	7/29/2025	225.00
	Total Paid by Vendor					**225.00**
KENWORTH OF HUNTSVILLE	6200-55-55200-513030-00000000-	0640656184	COM TX 071625/0640656184	106252	7/22/2025	3,032.14
	6200-55-55200-513030-00000000-	0640656184	COM TX 071625/0640656184	106252	7/22/2025	3,854.00
	6200-55-55200-513030-00000000-	0640656184	COM TX 071625/0640656184	106252	7/22/2025	572.48
	Total Paid by Vendor					**7,458.62**
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	23.98
	6200-55-55200-514010-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	222.43
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	2.58
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	1.97
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	60.72
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	3.47
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	82.00
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	3.47
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	110.51
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	109.35
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	234.76
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	85.37
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	49.72
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	180.46
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	5.16
	6200-55-55200-513030-00000000-	272933	NAPA TRX DATE 071525	106199	7/22/2025	4.22
	6200-55-55200-513030-00000000-	OPEN 7.14.25	POP: 3/4/25-7/14/25 AW INVOICES - NO IMPORT	106200	7/22/2025	959.73
	6200-55-55200-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	19.78
	6200-55-55200-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	150.94
	6200-55-55200-513030-00000000-	272988	NAPA TRX DATE 071625	106199	7/22/2025	23.10
	6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	26.72
	6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	27.40

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		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	225.78
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	48.80
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	28.08
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	27.61
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	74.28
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	65.44
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	61.35
		6200-55-55200-513030-00000000-	273058	NAPA TRX DATE 071725	106199	7/22/2025	7.05
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	73.01
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	61.46
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	30.62
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	39.98
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	101.32
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	85.77
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	153.56
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	2.00
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	23.75
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	718.94
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	10.68
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	53.16
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	33.78
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	811.82
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	20.76
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	45.18
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	729.96
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	381.26
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	3,034.89
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	37.28
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	3.49
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	13.26
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	190.16
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		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	20.72
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	721.51
		6200-55-55200-513030-00000000-	273111	NAPA TRX DATE 071825	106199	7/22/2025	74.56
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	7.05
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	176.38
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	15.00
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	1,628.66
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	124.25
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	56.76
		6200-55-55200-513030-00000000-	273167	NAPA TRX DATE 072125	106370	7/29/2025	1,177.20
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	28.38
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	10.27
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	351.90
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		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	172.06
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	11.67
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	35.52
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	16.89
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	11.37
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	11.87
		6200-55-55200-513030-00000000-	273214	NAPA TRX DATE 072225	106370	7/29/2025	5.94
		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	171.19
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		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	246.85
		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	89.86
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		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	51.38
		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	226.57
		6200-55-55200-513030-00000000-	273282	NAPA TRX DATE 072325	106370	7/29/2025	338.59
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		6200-55-55200-514010-00000000-	273046	FY24 Q4- VARIOUS FLUIDS (BLANKET) - SANITATION	106370	7/29/2025	50.10
		6200-55-55200-513030-00000000-	273354	NAPA TRX DATE 072425	106370	7/29/2025	47.96
		6200-55-55200-513030-00000000-	273354	NAPA TRX DATE 072425	106370	7/29/2025	16.53
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		6200-55-55200-513030-00000000-	273354	NAPA TRX DATE 072425	106370	7/29/2025	249.35
		6200-55-55200-513030-00000000-	273354	NAPA TRX DATE 072425	106370	7/29/2025	7.05
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	39.25
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	39.33
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	39.25
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	16.53
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	17.11
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	284.50
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	5.91
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	45.90
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	35.15
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	11.37
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	25.50
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	54.50
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	18.60
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	5.54
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	43.80
		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	53.03
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		6200-55-55200-513030-00000000-	273413	NAPA TRX DATE 072525	106370	7/29/2025	16.53
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		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	1,177.20
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		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	51.38
		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	60.72
		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	38.12
		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	54.80
		6200-55-55200-513030-00000000-	273455	NAPA TRX DATE 072825	106370	7/29/2025	40.08

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		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	112.89
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	11.37
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	3.61
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	9.11
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	69.86
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	8.76
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	16.90
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	7.87
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	8.01
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	7,971.65
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	506.46
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	575.87
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	94.36
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	482.05
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	16.80
		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	35.30
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		6200-55-55200-513030-00000000-	273511	NAPA TRX DATE 072925	106495	8/5/2025	158.22
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		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	85.05
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		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	7.05
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	7.05
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		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	27.40
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	26.72
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	27.40
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	7.88
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	43.67
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	74.33
		6200-55-55200-513030-00000000-	273570	NAPA TRX DATE 073025	106495	8/5/2025	6.37
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	0.99
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	0.67
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	0.67
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	2.63
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	3.38
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	33.40
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	12.04
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	13.70
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	60.49
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	243.05
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	43.80
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	11.55
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	59.48
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	71.06
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	159.56
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	26.72
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	24.08
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	401.88
		6200-55-55200-513030-00000000-	273641	NAPA TRX DATE 073125	106495	8/5/2025	7.05
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	159.56
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	43.80
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	11.55
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	59.48
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	71.06
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		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	28.69
		6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	53.03

	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	21.81
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	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	19.52
	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	9.39
	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	2.58
	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	130.84
	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	155.67
	6200-55-55200-513030-00000000-	273694	NAPA TRX DATE 080125	106495	8/5/2025	11.46
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	275.90
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	7.49
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	19.99
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	501.63
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	33.46
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	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	67.08
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	63.90
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	1,136.20
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	742.77
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	1,175.00
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	2,650.40
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	46.56
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	153.36
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	117.92
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	375.04
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	322.08
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	1,956.96
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	18,012.12
	6200-55-55200-513030-00000000-	273734	NAPA TRX DATE 080425	106495	8/5/2025	98.94
	Total Paid by Vendor					**77,037.40**
PREMIER ON SITE FLEET SERVICES	6200-55-55200-513030-00000000-	34385	COM TX 072225/34385	90007841	7/29/2025	239.95
	6200-55-55200-513030-00000000-	34385	COM TX 072225/34385	90007841	7/29/2025	318.86
	6200-55-55200-513030-00000000-	34386	COM TX 072225/34386	90007841	7/29/2025	249.95
	6200-55-55200-513030-00000000-	34386	COM TX 072225/34386	90007841	7/29/2025	457.88
	6200-55-55200-513030-00000000-	34387	COM TX 072225/34387	90007841	7/29/2025	249.95
	6200-55-55200-513030-00000000-	34387	COM TX 072225/34387	90007841	7/29/2025	488.26
	Total Paid by Vendor					**2,004.85**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001166134	POP: 06/01/25-06/30/25 CITY DUMPSTERS--BLANKET	106528	8/5/2025	2,695.00
	Total Paid by Vendor					**2,695.00**
S & S FIRESTONE INC	6200-55-55200-513030-00000000-	4230022501	COM TX 071625/4230022501	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022501	COM TX 071625/4230022501	90007717	7/22/2025	38.00
	6200-55-55200-513030-00000000-	4230022502	COM TX 071625/4230022502	90007717	7/22/2025	38.00
	6200-55-55200-513030-00000000-	4230022503	COM TX 071625/4230022503	90007717	7/22/2025	38.00
	6200-55-55200-513030-00000000-	4230022503	COM TX 071625/4230022503	90007717	7/22/2025	28.00
	6200-55-55200-513030-00000000-	4230022503	COM TX 071625/4230022503	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022504	COM TX 071625/4230022504	90007717	7/22/2025	56.00
	6200-55-55200-513030-00000000-	4230022505	COM TX 071625/4230022505	90007717	7/22/2025	56.00
	6200-55-55200-513030-00000000-	4230022506	COM TX 071625/4230022506	90007717	7/22/2025	28.00
	6200-55-55200-513030-00000000-	4230022507	COM TX 071625/4230022507	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022507	COM TX 071625/4230022507	90007717	7/22/2025	76.00
	6200-55-55200-513030-00000000-	4230022508	COM TX 071625/4230022508	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022549	COM TX 071625/4230022549	90007717	7/22/2025	28.00
	6200-55-55200-513030-00000000-	4230022551	COM TX 071625/4230022551	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022551	COM TX 071625/4230022551	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022603	COM TX 071625/4230022603	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022603	COM TX 071625/4230022603	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022611	COM TX 071625/4230022611	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022613	COM TX 071625/4230022613	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022613	COM TX 071625/4230022613	90007717	7/22/2025	33.00
	6200-55-55200-513030-00000000-	4230022753	COM TX 071625/4230022753	90007717	7/22/2025	85.00
	6200-55-55200-513030-00000000-	4230022753	COM TX 071625/4230022753	90007717	7/22/2025	38.00
	6200-55-55200-513030-00000000-	4230022753	COM TX 071625/4230022753	90007717	7/22/2025	515.00

6200-55-55200-513030-00000000-	4230022753	COM TX 071625/4230022753	90007717	7/22/2025	11.00
6200-55-55200-513030-00000000-	4230022756	COM TX 071625/4230022756	90007717	7/22/2025	11.00
6200-55-55200-513030-00000000-	4230022756	COM TX 071625/4230022756	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022756	COM TX 071625/4230022756	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230022756	COM TX 071625/4230022756	90007717	7/22/2025	515.00
6200-55-55200-513030-00000000-	4230022763	COM TX 071625/4230022763	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022763	COM TX 071625/4230022763	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230022765	COM TX 071625/4230022765	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022765	COM TX 071625/4230022765	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230022766	COM TX 071625/4230022766	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230022767	COM TX 071625/4230022767	90007717	7/22/2025	112.00
6200-55-55200-513030-00000000-	4230022768	COM TX 071625/4230022768	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230022769	COM TX 071625/4230022769	90007717	7/22/2025	112.00
6200-55-55200-513030-00000000-	4230022769	COM TX 071625/4230022769	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230022770	COM TX 071625/4230022770	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230022866	COM TX 071625/4230022866	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022866	COM TX 071625/4230022866	90007717	7/22/2025	33.00
6200-55-55200-513030-00000000-	4230022889	COM TX 071625/4230022889	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022889	COM TX 071625/4230022889	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230022546	COM TX 071825/4230022546	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230022546	COM TX 071825/4230022546	90007717	7/22/2025	66.00
6200-55-55200-513030-00000000-	4230022547	COM TX 071825/4230022547	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230022548	COM TX 071825/4230022548	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230023032	COM TX 071825/4230023032	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230023032	COM TX 071825/4230023032	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230023034	COM TX 071825/4230023034	90007717	7/22/2025	85.00
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6200-55-55200-513030-00000000-	4230023124	COM TX 071825/4230023124	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230023124	COM TX 071825/4230023124	90007717	7/22/2025	140.00
6200-55-55200-513030-00000000-	4230023125	COM TX 071825/4230023125	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230023126	COM TX 071825/4230023126	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230023127	COM TX 071825/4230023127	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230023128	COM TX 071825/4230023128	90007717	7/22/2025	76.00
6200-55-55200-513030-00000000-	4230023129	COM TX 071825/4230023129	90007717	7/22/2025	112.00
6200-55-55200-513030-00000000-	4230023130	COM TX 071825/4230023130	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230023131	COM TX 071825/4230023131	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230023132	COM TX 071825/4230023132	90007717	7/22/2025	76.00
6200-55-55200-513030-00000000-	4230023133	COM TX 071825/4230023133	90007717	7/22/2025	56.00
6200-55-55200-513030-00000000-	4230023133	COM TX 071825/4230023133	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230023134	COM TX 071825/4230023134	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230023138	COM TX 071825/4230023138	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230023138	COM TX 071825/4230023138	90007717	7/22/2025	38.00
6200-55-55200-513030-00000000-	4230023138	COM TX 071825/4230023138	90007717	7/22/2025	28.00
6200-55-55200-513030-00000000-	4230023190	COM TX 071825/4230023190	90007717	7/22/2025	85.00
6200-55-55200-513030-00000000-	4230023190	COM TX 071825/4230023190	90007717	7/22/2025	76.00
6200-55-55200-513030-00000000-	4230023191	COM TX 071825/4230023191	90007717	7/22/2025	84.00
6200-55-55200-513030-00000000-	4230023275	COM TX 072325/4230023275	90007795	7/29/2025	85.00
6200-55-55200-513030-00000000-	4230023275	COM TX 072325/4230023275	90007795	7/29/2025	33.00
6200-55-55200-513030-00000000-	4230023281	COM TX 072325/4230023281	90007795	7/29/2025	85.00
6200-55-55200-513030-00000000-	4230023281	COM TX 072325/4230023281	90007795	7/29/2025	76.00
6200-55-55200-513030-00000000-	4230023282	COM TX 072325/4230023282	90007795	7/29/2025	76.00
6200-55-55200-513030-00000000-	4230023381	COM TX 072825/4230023381	90007795	7/29/2025	85.00
6200-55-55200-513030-00000000-	4230023381	COM TX 072825/4230023381	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023382	COM TX 072825/4230023382	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023383	COM TX 072825/4230023383	90007795	7/29/2025	112.00
6200-55-55200-513030-00000000-	4230023384	COM TX 072825/4230023384	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023385	COM TX 072825/4230023385	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023386	COM TX 072825/4230023386	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023387	COM TX 072825/4230023387	90007795	7/29/2025	112.00
6200-55-55200-513030-00000000-	4230023388	COM TX 072825/4230023388	90007795	7/29/2025	56.00
6200-55-55200-513030-00000000-	4230023388	COM TX 072825/4230023388	90007795	7/29/2025	38.00

		6200-55-55200-513030-00000000-	4230023389	COM TX 072825/4230023389	90007795	7/29/2025	76.00
		6200-55-55200-513030-00000000-	4230023389	COM TX 072825/4230023389	90007795	7/29/2025	56.00
		6200-55-55200-513030-00000000-	4230023390	COM TX 072825/4230023390	90007795	7/29/2025	99.00
		6200-55-55200-513030-00000000-	4230023391	COM TX 072825/4230023391	90007795	7/29/2025	38.00
		6200-55-55200-513030-00000000-	4230023392	COM TX 072825/4230023392	90007795	7/29/2025	28.00
		6200-55-55200-513030-00000000-	4230023392	COM TX 072825/4230023392	90007795	7/29/2025	33.00
		6200-55-55200-513030-00000000-	4230023393	COM TX 072825/4230023393	90007795	7/29/2025	1,300.00
		6200-55-55200-513030-00000000-	4230023393	COM TX 072825/4230023393	90007795	7/29/2025	112.00
		6200-55-55200-513030-00000000-	4230023394	COM TX 072825/4230023394	90007795	7/29/2025	33.00
		6200-55-55200-513030-00000000-	4230023555	COM TX 072825/4230023555	90007795	7/29/2025	85.00
		6200-55-55200-513030-00000000-	4230023555	COM TX 072825/4230023555	90007795	7/29/2025	38.00
		6200-55-55200-513030-00000000-	4230023570	COM TX 072825/4230023570	90007795	7/29/2025	85.00
		6200-55-55200-513030-00000000-	4230023570	COM TX 072825/4230023570	90007795	7/29/2025	33.00
		6200-55-55200-513030-00000000-	4230023573	COM TX 072825/4230023573	90007795	7/29/2025	38.00
		6200-55-55200-513030-00000000-	4230023581	COM TX 072825/4230023581	90007795	7/29/2025	85.00
		6200-55-55200-513030-00000000-	4230023581	COM TX 072825/4230023581	90007795	7/29/2025	56.00
		6200-55-55200-513030-00000000-	4230023581	COM TX 072825/4230023581	90007795	7/29/2025	110.00
		6200-55-55200-513030-00000000-	4230023583	COM TX 072825/4230023583	90007795	7/29/2025	85.00
		6200-55-55200-513030-00000000-	4230023583	COM TX 072825/4230023583	90007795	7/29/2025	33.00
		6200-55-55200-513030-00000000-	4230023583	COM TX 072825/4230023583	90007795	7/29/2025	38.00
		6200-55-55200-513030-00000000-	4230023584	COM TX 072825/4230023584	90007795	7/29/2025	33.00
		6200-55-55200-513030-00000000-	4230023585	COM TX 072825/4230023585	90007795	7/29/2025	38.00
		6200-55-55200-513030-00000000-	4230023586	COM TX 072825/4230023586	90007795	7/29/2025	85.00
		6200-55-55200-513030-00000000-	4230023586	COM TX 072825/4230023586	90007795	7/29/2025	33.00
		Total Paid by Vendor					**8,604.00**
	SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0001097	FY25 UNIFORMS- 3RD PARTY- SANITATION	90007851	7/29/2025	161.65
		Total Paid by Vendor					**161.65**
	SOUTHERN TIRE MART LLC	6200-55-55200-513030-00000000-	2240038867	COM TX 071625/2240038867	90007767	7/22/2025	25.00
		6200-55-55200-513030-00000000-	2240040219	COM TX 072825/2240040219	90007853	7/29/2025	50.00
		Total Paid by Vendor					**75.00**
	STAPLES INC	6200-55-55200-515340-00000000-	6035743635	A.WILSON/4205 E. SCHRIMSHER LN/ 2568833998	90007768	7/22/2025	174.48
		Total Paid by Vendor					**174.48**
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	31513	COM TX 072325/31513	90007859	7/29/2025	110.00
		Total Paid by Vendor					**110.00**
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000775542	96 GALLON CARTS FOR STOCK	106556	8/5/2025	22,942.88
		Total Paid by Vendor					**22,942.88**
	UKG KRONOS SYSTEMS LLC	6200-00-00000-140200-00000000-	I10010013417	POP 09/06/25-09/05/26 KRONOS YEARLY SUPPORT	106368	7/29/2025	10,617.60
		Total Paid by Vendor					**10,617.60**
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	601784	FY25 HYDRAULIC OIL-BLANKET	90007935	8/5/2025	1,910.61
		Total Paid by Vendor					**1,910.61**
	Total by Fund 6200						**190,902.71**
6500	REGIONS BANK	6500-00-00000-633950-TO000000-	DEBT 7/17/25 PBA	DEBT SERVICE PAYMENT DUE 7/17/25 21/22/25PBA	106119	7/21/2025	378,040.04
		Total Paid by Vendor					**378,040.04**
	Total by Fund 6500						**378,040.04**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517020-00000000-	GROUP INV DUE 8/1/25	POP: 8/01/25-8/31/25 GROUP HEALTH	90007718	7/22/2025	13,181.83
		7000-16-00000-517010-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	154,860.75
		7000-16-00000-517015-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	56,155.38
		7000-16-00000-517025-00000000-	HEALTH CLM 7/14-7/18	POP: 7/14/25-7/18/25 HEALTH CLAIMS	90007719	7/22/2025	26.98
		7000-16-00000-517010-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	94,983.32
		7000-16-00000-517015-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	52,750.52
		7000-16-00000-517025-00000000-	HEALTH CLM 7/21-7/25	POP: 7/21/25-7/25/25 HEALTH CLAIMS	90007796	7/29/2025	19.35
		7000-16-00000-517010-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	137,572.73
		7000-16-00000-517015-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	31,609.69
		7000-16-00000-517025-00000000-	HEALTH CLMS 7/28-8/1	POP: 7/28/25-8/01/25 HEALTH CLAIMS	90007878	8/5/2025	9.70
		Total Paid by Vendor					**541,170.25**
	UNITED STATES FIRE INSURANCE COMPANY	7000-16-00000-517040-00000000-	US2145420-071825	POP: 08/01/25-08/31/25-FY25 STOP LOSS	106432	7/29/2025	23,013.91
		Total Paid by Vendor					**23,013.91**
	Total by Fund 7000						**564,184.16**
Grand Total							**33,709,191.44**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	106491	8/5/2025	080525A	1,192.75	KATHLEEN BURNS
	0001-00-00000-110004-00000000-	106489	8/5/2025	080525A	358.50	KAREN M COLLEY
	0001-00-00000-110004-00000000-	106464	8/5/2025	080525A	1,594.98	DALVION WALKER
	0001-00-00000-110004-00000000-	106492	8/5/2025	080525A	3,224.90	LAURA SKELTON
	0001-00-00000-110004-00000000-	106248	7/22/2025	072225A	375.00	TERESA HODGES
	0001-00-00000-110004-00000000-	106186	7/22/2025	072225A	80.40	JOSHUA ENGLISH
	0001-00-00000-110004-00000000-	106146	7/22/2025	072225A	20,000.00	COLLINS LAW, LLC
	0001-00-00000-110004-00000000-	106144	7/22/2025	072225A	100,000.00	CLOUD & RYAN LLC
	0001-00-00000-110004-00000000-	106143	7/22/2025	072225A	75,000.00	CLOUD & RYAN LLC
	0001-00-00000-110004-00000000-	106184	7/22/2025	072225A	3,200.00	JOANNA MCKINLEY
	0001-00-00000-110004-00000000-	106189	7/22/2025	072225A	1,103.13	KAREEM BOYD
	0001-00-00000-110004-00000000-	106190	7/22/2025	072225A	1,098.16	KAREN WEIR
	0001-00-00000-110004-00000000-	106161	7/22/2025	072225A	100,000.00	GARNETT PATTERSON INJURY LAWYERS LLC
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	106527	8/5/2025	080525A	2,000.00	TRADE PROS USA LLC
	0001-00-00000-110004-00000000-	106526	8/5/2025	080525A	1,500.00	CARTAVIOUS JAMES THOMAS
	0001-00-00000-110004-00000000-	106525	8/5/2025	080525A	1,286.00	SHANNON D. FORD
	0001-00-00000-110004-00000000-	106524	8/5/2025	080525A	700.00	LAVON O. WIGGINS
	0001-00-00000-110004-00000000-	106523	8/5/2025	080525A	600.00	PATRICA A. HOLMES
	0001-00-00000-110004-00000000-	106522	8/5/2025	080525A	500.00	UEAL, SOLEE DANYELLE DION
	0001-00-00000-110004-00000000-	106521	8/5/2025	080525A	436.00	GRIFFIN L. ROBERSON
	0001-00-00000-110004-00000000-	106520	8/5/2025	080525A	396.00	JEREMIAH BIRT
	0001-00-00000-110004-00000000-	106519	8/5/2025	080525A	300.00	FLETCHER A. SELLERS
	0001-00-00000-110004-00000000-	106518	8/5/2025	080525A	300.00	MARIA MICHELLE GUEST
	0001-00-00000-110004-00000000-	106517	8/5/2025	080525A	271.00	FLETCHER A. SELLERS
	0001-00-00000-110004-00000000-	106516	8/5/2025	080525A	194.00	DEJIA THAVY NICHOLS
	0001-00-00000-110004-00000000-	106515	8/5/2025	080525A	136.00	STUART A. NORTH
	0001-00-00000-110004-00000000-	106514	8/5/2025	080525A	111.00	DESMOND L. HUBER
	0001-00-00000-110004-00000000-	106513	8/5/2025	080525A	15.00	CLAIRE PETER
	0001-00-00000-110004-00000000-	106512	8/5/2025	080525A	27,038.66	BOUNCING BEAR, LLC
	0001-00-00000-110004-00000000-	106511	8/5/2025	080525A	615.20	HUNTSVILLE WINCHESTER BURGER, INC
	0001-00-00000-110004-00000000-	106403	7/29/2025	072925A	675.00	WENDY HODGSON
	0001-00-00000-110004-00000000-	106402	7/29/2025	072925A	3,000.00	SEAN T. TRAVIS
	0001-00-00000-110004-00000000-	106401	7/29/2025	072925A	611.00	SALVADOR M. SEGURA
	0001-00-00000-110004-00000000-	106400	7/29/2025	072925A	85.00	RICKY E. THOMAS JR
	0001-00-00000-110004-00000000-	106399	7/29/2025	072925A	33.37	RACHEL BROOKS OLSEN
	0001-00-00000-110004-00000000-	106398	7/29/2025	072925A	285.17	PERFUMR VILLA LLC

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
	0001-00-00000-110004-00000000-	106397	7/29/2025	072925A	96.75	NEW@WORK INC.
	0001-00-00000-110004-00000000-	106396	7/29/2025	072925A	4,453.07	MILLIKEN & COMPANY
	0001-00-00000-110004-00000000-	106395	7/29/2025	072925A	18,095.58	MERCADO GROUP LLC
	0001-00-00000-110004-00000000-	106394	7/29/2025	072925A	500.00	MARCUS ROSS
	0001-00-00000-110004-00000000-	106393	7/29/2025	072925A	400.00	JORDAN, BEVERLOYN D
	0001-00-00000-110004-00000000-	106392	7/29/2025	072925A	1,000.00	DECARIA A. SLEDGE
	0001-00-00000-110004-00000000-	106391	7/29/2025	072925A	511.00	CHRISTOPHER A. SNODGRASS
	0001-00-00000-110004-00000000-	106390	7/29/2025	072925A	73,248.00	814 CRE LLC
	0001-00-00000-110004-00000000-	106389	7/29/2025	072925A	9,454.43	HARDAWAY CONSTRUCTIN, CORP
	0001-00-00000-110004-00000000-	106236	7/22/2025	072225A	531,324.75	D.R. HORTON, INC.
	0001-00-00000-110004-00000000-	106235	7/22/2025	072225A	106,875.00	D.R. HORTON, INC.
	0001-00-00000-110004-00000000-	106234	7/22/2025	072225A	1,017.00	AA EASY OUT BAIL BONDS
	0001-00-00000-110004-00000000-	106233	7/22/2025	072225A	1,000.00	AA EASY OUT BAIL BONDS
	0001-00-00000-110004-00000000-	106232	7/22/2025	072225A	1,000.00	HEATHER M. FREEMAN
	0001-00-00000-110004-00000000-	106231	7/22/2025	072225A	950.00	CANDICE C. BROWN
	0001-00-00000-110004-00000000-	106230	7/22/2025	072225A	833.00	DARRIN PATRICK LARKIN
	0001-00-00000-110004-00000000-	106229	7/22/2025	072225A	636.00	GUNNAR HAFFA
	0001-00-00000-110004-00000000-	106228	7/22/2025	072225A	525.00	ALLEN MARTIN
	0001-00-00000-110004-00000000-	106227	7/22/2025	072225A	419.00	ISAIAH D. NEAL
	0001-00-00000-110004-00000000-	106226	7/22/2025	072225A	211.00	BRANDON A. TERRELL
	0001-00-00000-110004-00000000-	106225	7/22/2025	072225A	211.00	TRISTAN C. BANKS
	0001-00-00000-110004-00000000-	106224	7/22/2025	072225A	211.00	TYLER A. LEWIS
	0001-00-00000-110004-00000000-	106223	7/22/2025	072225A	200.00	TIMOTHY E. GAINES
	0001-00-00000-110004-00000000-	106222	7/22/2025	072225A	75.00	BEJUAN D. CLACK
	0001-00-00000-110004-00000000-	106221	7/22/2025	072225A	65.00	LAVON SHONTE FLINT-HARDIN
	0001-00-00000-110004-00000000-	106220	7/22/2025	072225A	52.56	ROGERS MANUFACTURING CORP
	0001-00-00000-110004-00000000-	106219	7/22/2025	072225A	30.00	HANNA BROOK OATHOUT
	0001-00-00000-110004-00000000-	106218	7/22/2025	072225A	25.00	KYLER PARKER LABRANT ROSE
	0001-00-00000-110004-00000000-	106217	7/22/2025	072225A	100.00	ALDEN EQUIPMENT, INC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-	106117	07/16/2025	071625A	50.00	DEBRA HATLEY

PRJ 7/16/25-8/5/25

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**7/25/25**		**Grand Total**
101000	1000		$4,795,983.61	$4,795,983.61
101005	1005		($1,506,234.72)	($1,506,234.72)
102000	2000		$214,174.28	$214,174.28
102100	2100		$61,399.32	$61,399.32
103900	3900		$30,479.79	$30,479.79
103910	3910		$60,947.42	$60,947.42
103930	3930		$47,580.41	$47,580.41
106000	6000		$470,848.65	$470,848.65
106200	6200		$380,491.65	$380,491.65
110004	IONS		($4,555,670.41)	($4,555,670.41)
Grand Total			**$0.00**	**$0.00**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-674

Department: City Council

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

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

Ordinance No.

Finance Information:

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

City Cost Amount: $ 40,000.00

Total Cost: $ 40,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2007 Poole Drive, Huntsville, AL 35810 and 140 Brownstone Drive, Madison, AL 35758
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

District 1 - Watkins

$35,000.00 - Appropriation to Invest Northwest Corporation to provide funding for business and economic development in Northwest Huntsville.
$5,000.00 - Appropriation to North Alabama Elite Sports Association to provide funding for the North Alabama Elite Football Entry Fee, Insurance, and Equipment, split between two Associations: Buffalo Soldiers and Northern Black Bears over the next 2-5 years.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5640

Department: City Council

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

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

Ordinance No.

Finance Information:

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

City Cost Amount: $ 40,000.00

Total Cost: $ 40,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2007 Poole Drive, Huntsville, AL 35810 and 140 Brownstone Drive, Madison, AL 35758
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

District 1 - Watkins

$35,000.00 - Appropriation to Invest Northwest Corporation to provide funding for business and economic development in Northwest Huntsville.
$5,000.00 - Appropriation to North Alabama Elite Sports Association to provide funding for the North Alabama Elite Football Entry Fee, Insurance, and Equipment, split between two Associations: Buffalo Soldiers and Northern Black Bears over the next 2-5 years.

ORDINANCE NO. 25 – _____

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

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

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

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

District 1 – Watkins

$35,000.00 – Appropriation to Invest Northwest Corporation to provide funding for business and economic development in Northwest Huntsville.

$5,000.00 – Appropriation to North Alabama Elite Sports Association to provide funding for the North Alabama Elite Football Entry Fee, Insurance, and Equipment, split between two Associations: Buffalo Soldiers and Northern Black Bears over the next 2-5 years.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-675

Department: City Council

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

Resolution authorizing travel for Council Member John Meredith to Tampa, FL, October 25 - 29, 2025, for the 2025 ICMA Annual Conference.

Resolution No.

Finance Information:

Account Number: Council Travel 05

City Cost Amount: $ 3090.00

Total Cost: $ 3090.00

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5855

Department: City Council

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

Resolution authorizing travel for Council Member John Meredith to Tampa, FL, October 25 - 29, 2025, for the 2025 ICMA Annual Conference.

Resolution No.

Finance Information:

Account Number: Council Travel 05

City Cost Amount: $ 3090.00

Total Cost: $ 3090.00

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments: N/A

RESOLUTION NO. 25-

APPROVAL OF TRAVEL EXPENSES
FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, the estimated travel expenses for a member of the City Council of the City of Huntsville are presented for approval, pursuant to Section 9(d) of Ordinance Number 90-462, commonly referred to as the Budget Management Ordinance, which said travel expenses are more particularly estimated and described as follows, to wit:

NAME OF COUNCILMEMBER: John Meredith, District Five

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Hotel	$	1300.00
Transportation and Meals		900.00
Registration		890.00
TOTAL	$	3090.00

PURPOSE AND OBJECT OF TRAVEL: ICMA 2025 Annual Conference from October 25 to October 29, 2025, in Tampa, FL to learn from and engage with government leaders on issues essential to the community of Huntsville.

WHEREAS, the estimated travel expenses are to be supported by proper documentation, to be reasonable for the purpose and object thereof, taking into account the travel location and destination; and,

WHEREAS, the funds for said travel expenses have been budgeted for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council and the City of Huntsville, Alabama, that the herein above described travel expenses be, and the same are hereby approved.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-676

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Remelus Bowden to the Huntsville Police Citizens Advisory Council, Place 4, to the seat previously held by Willie Love for a four (4) year term to expire August 1, 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

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5629

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Remelus Bowden to the Huntsville Police Citizens Advisory Council, Place 4, to the seat previously held by Willie Love for a four (4) year term to expire August 1, 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

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Police Citizens Advisory Council, Place 4, due to the expiration of the term of Willie Love.

NOW, THEREFORE, BE IT RESOLVED that Remelus Bowden is hereby appointed to fill said vacancy, said appointment to become effective on August 2, 2025, and expiring on August 1, 2029.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-677

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Pamela Caruso to the Huntsville Police Citizens Advisory Council, Place 10 (her current seat), for a four (4) year term to expire August 1, 2029.

Resolution No. 25-562

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Police Citizens Advisory Council, Place 10, due to the expiration of the term of Pamela Caruso.

NOW, THEREFORE, BE IT RESOLVED that Pamela Caruso is hereby reappointed to fill said vacancy, said appointment to become effective on August 2, 2025, and expiring on August 1, 2029.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-678

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to reappoint Vicki Guerrieri to the Huntsville Police Citizens Advisory Council, Place 8 (her current seat), for a four (4) year term to expire August 1, 2029.

Resolution No. 25-563

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5728

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Vicki Guerrieri to the Huntsville Police Citizens Advisory Council, Place 8 (her current seat), for a four (4) year term to expire August 1, 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

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Police Citizens Advisory Council, Place 8, due to the expiration of the term of Vicki Guerrieri.

NOW, THEREFORE, BE IT RESOLVED that Vicki Guerrieri is hereby reappointed to fill said vacancy, said appointment to become effective on August 2, 2025, and expiring on August 1, 2029.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-679

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Dan Odom to the Huntsville Police Citizens Advisory Council, Place 6, to the seat previously held by Akeem Davis for a four (4) year term to expire August 1, 2029.

Resolution No. 25-564

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5730

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Dan Odom to the Huntsville Police Citizens Advisory Council, Place 6, to the seat previously held by Akeem Davis for a four (4) year term to expire August 1, 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

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Police Citizens Advisory Council, Place 6, due to the expiration of the term of Akeem Davis.

NOW, THEREFORE, BE IT RESOLVED that Dan Odom is hereby appointed to fill said vacancy, said appointment to become effective on August 2, 2025, and expiring on August 1, 2029.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-680

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Tracy Lamm to the Huntsville Police Citizens Advisory Council, Place 12, to the seat previously held by Wiley Day for a four (4) year term to expire August 1, 2029.

Resolution No. 25-565

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025 **File ID:** 2025-624

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Tracy Lamm to the Huntsville Police Citizens Advisory Council, Place 12, to the seat previously held by Wiley Day for a four (4) year term to expire August 1, 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:

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

Additional Comments:

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Huntsville Police Citizens Advisory Council, Place 12, due to the expiration of the term of Wiley Day.

NOW, THEREFORE, BE IT RESOLVED that Tracy Lamm is hereby appointed to fill said vacancy, said appointment to become effective on August 2, 2025, and expiring on August 1, 2029.

ADOPTED this the ____ day of _____, 2025.

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

APPROVED this the ____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-681

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Robin Wolfe to the Madison County Department of Human Resources Board, Place 5, to the seat previously held by Sanoyia Williams for a six (6) year term to expire August 1, 2031.

Resolution No. 25-566

Finance Information:

Account Number: N/A

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5791

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Robin Wolfe to the Madison County Department of Human Resources Board, Place 5, to the seat previously held by Sanoyia Williams for a six (6) year term to expire August 1, 2031.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location: (list below)

Address:

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

Additional Comments:

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Madison County Department of Human Resources Board, Place 5, due to the expiration of the term of Sanoyia Williams.

NOW, THEREFORE, BE IT RESOLVED that Robin Wolfe is hereby appointed to fill said vacancy, said appointment to become effective on August 14, 2025, and expiring on August 1, 2031.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-682

Department: City Council

Subject: **Type of Action:** Nomination

Resolution to appoint Holly Baker to the Madison County Department of Human Resources Board, Place 6, to the seat previously held by Barrington Dames for a six (6) year term to expire August 1, 2031.

Resolution No. 25-567

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5792

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Holly Baker to the Madison County Department of Human Resources Board, Place 6, to the seat previously held by Barrington Dames for a six (6) year term to expire August 1, 2031.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Madison County Department of Human Resources Board, Place 6, due to the expiration of the term of Barrington Dames.

NOW, THEREFORE, BE IT RESOLVED that Holly Baker is hereby appointed to fill said vacancy, said appointment to become effective on August 14, 2025, and expiring on August 1, 2031.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-683

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Sasha Irby, to the Community Development Citizens Advisory Council, Place 3, to the seat previously held by Billy Lenox, for a three (3) year term to expire April 14, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5847

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Sasha Irby, to the Community Development Citizens Advisory Council, Place 3, to the seat previously held by Billy Lenox, for a three (3) year term to expire April 14, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 3, due to the expiration of the term of Billy Lenox.

NOW, THEREFORE, BE IT RESOLVED that Sasha Irby is hereby appointed to fill said vacancy, said appointment to become effective on August 28, 2025 and expiring on April 14, 2028.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-684

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Claude Moore to the Board of Examinations and Appeals for Construction Industries, Place 6 (his current seat), for a three (3) year term to expire September 13, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/28/2025 **File ID:** TMP-5857

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Claude Moore to the Board of Examinations and Appeals for Construction Industries, Place 6 (his current seat), for a three (3) year term to expire September 13, 2028.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
N/A

RESOLUTION NO. 25 -

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

WHEREAS, a vacancy exists, or will exist, on the Board of Examinations and Appeals for Construction Industries, Place 6, due to the expiration of the term of Claude Moore.

NOW, THEREFORE, BE IT RESOLVED that Claude Moore is hereby appointed to fill said vacancy, said appointment to become effective on September 14, 2025, and expiring on September 13, 2028.

ADOPTED this the ___ day of _____, 2025.

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

APPROVED this the ___ day of _____, 2025.

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-625

Department: Huntsville Utilities

Subject: **Type of Action:** Unanimous Consent

Ordinance authorizing issuance of a $7,515,000 initial principal amount Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, and Special Authority Loan Conditions Agreement with the Alabama Drinking Water Finance Authority, to finance capital improvements to the safe drinking water system of the City.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

By way of background, from time-to-time Huntsville Utilities finances capital improvements to the safe drinking water system through low interest rate loans available from the State's "SRF Revolving Loan Program". This is one of those loans. In order to obtain one of these loans the City has to enter a loan agreement, as well as approve issuance of a debt instrument under which the loan, plus interest, is paid-back from net revenues derived from the drinking water system. The debt instrument is a Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL. This financing is NOT a general obligation of the City, and does not count against the City's debt limit. We have done these in the past, including one in 2024, one in 2023, and two in 2021.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025 **File ID:** TMP-5729

Department: Huntsville Utilities

Subject: **Type of Action:** Unanimous Consent

Ordinance authorizing issuance of a $7,515,000 initial principal amount Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, and Special Authority Loan Conditions Agreement with the Alabama Drinking Water Finance Authority, to finance capital improvements to the safe drinking water system of the City.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

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

Additional Comments:

By way of background, from time-to-time Huntsville Utilities finances capital improvements to the safe drinking water system through low interest rate loans available from the State's "SRF Revolving Loan Program". This is one of those loans. In order to obtain one of these loans the City has to enter a loan agreement, as well as approve issuance of a debt instrument under which the loan, plus interest, is paid-back from net revenues derived from the drinking water system. The debt instrument is a Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL. This financing is NOT a general obligation of the City, and does not count against the City's debt limit. We have done these in the past, including one in 2024, one in 2023, and two in 2021.

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF ONE SUBORDINATED WATER REVENUE WARRANT, SERIES 2025-DWSRF-DL OF THE CITY OF HUNTSVILLE IN THE PRINCIPAL AMOUNT OF $7,515,000

BE IT ORDAINED by the City Council of the City of Huntsville, a municipal corporation organized and existing under the laws of the State of Alabama (the "Issuer"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

"ADEM" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Title 22, Chapter 22A of the Code of Alabama 1975.

"Additional Warrants" means Additional Warrants issued pursuant to the Issuer Indenture.

"Additional Subordinate Obligations" means any warrants, bonds, notes or other obligations of the Issuer which are issued on a parity of lien with the Warrant, the Series 2024 Warrant, the Series 2023 Warrant, the Series 2021 Warrant and the Series 2021-B Warrant with respect to the Net System Revenues.

"Authority" means Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"Authority Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee dated as of January 1, 2004.

"Authority Loan" means the loan made to the Issuer by the Authority, the repayment of which is evidenced by the Warrant.

"Authority Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor to J.P. Morgan Trust Company, National Association, as trustee under the Authority Indenture, including successors and assigns.

"Authority Trustee Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee, as its general reference rate of interest, after taking into account such factors as the Authority Trustee, may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee, may from time to

time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**Build America, Buy America Act**" means the domestic content procurement preference requirements enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act to include construction material and manufactured goods.

"City" means the City of Huntsville, Alabama.

"City Clerk " means the City Clerk of the Issuer.

"City Council" means the governing body of the Issuer as from time to time constituted.

"City Treasurer" means the Treasurer of the Issuer.

"Construction Amount" has the meaning given in the Special Conditions Agreement.

"**Davis-Bacon Act**" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Estimated Final Completion Date" has the meaning given in the Special Conditions Agreement.

"Fiscal Year" means a fiscal year of the Issuer beginning on October 1 of each calendar year and ending on September 30 of each ensuing calendar year.

"Holder" means the person in whose name the Warrant is registered on the registry book of the Authority Trustee pertaining to the Warrant.

"Independent Auditor" a certified public accountant (or firm thereof) licensed to practice public accounting in the State of Alabama and who is not regularly employed full-time by the Issuer.

"Interest Payment Date" means each August 15 and February 15, commencing August 15, 2025.

"Issuer" means the City of Huntsville, a municipal corporation organized and existing under the laws of the State of Alabama, and includes its successors and assigns and any municipal corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Issuer Debt" means any bonds, notes, warrants or other obligations issued by the Issuer and payable in whole or in part out of all or any part of the revenues derived from the System.

"Issuer Indenture" means the Trust Indenture, dated as of May 1, 2008, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented and amended, pursuant to which the Outstanding Prior Lien Obligations were issued and under which Additional Warrants may hereafter be issued.

"Loan Amount" has the meaning given in the Special Conditions Agreement.

"Loan Repayment Fund-2025-DW" means the Loan Repayment Fund-2025-DW created in Section 8.1 hereof.

"Mayor" means the Mayor of the Issuer.

"Net System Revenues" means (i) at any time when any debt is outstanding under the Issuer Indenture, the Net System Revenues as defined in the Issuer Indenture and (ii) at any time when no debt is outstanding under the Issuer Indenture, the System Revenues during a Fiscal Year of the Issuer less the total Operating Expenses incurred during that Fiscal Year.

"Operating Expenses" means, (i) at any time when any debt is outstanding under the Issuer Indenture, Operating Expenses as defined in the Issuer Indenture and (ii) at any time when no debt is outstanding under the Issuer Indenture, for the applicable period or periods, the reasonable and necessary expenses of efficiently and economically administering and operating the System and in maintaining it in good repair and operating condition, any and all payments required with respect to any franchises held by the Issuer, the cost of water purchased or otherwise supplied by the Issuer including without limitation any and all payments required pursuant to any agreements or contracts therefor to which the Issuer is a party, insurance premiums and audit fees, the expenses of an insurance consultant and any other charges expressly stated herein to constitute an operating expense (but not including depreciation, amortization, tax equivalent payments to any governmental body, interest on any securities or other obligations payable from revenues of the System, or any expenses for items properly chargeable by generally accepted accounting principles to a fixed capital account).

"Ordinance" means an ordinance adopted by the City Council of the Issuer.

"**Outstanding Prior Lien Obligations**" means the Issuer's (i) Water Revenue Warrants, Series 2013, (ii) Water Revenue Warrants, Series 2015, (iii) Water Revenue Warrants, Series 2016, (iii) Water Revenue Warrant, Series 2019, (iv) Water Revenue Warrants, Series 2021-A and (v) Taxable Water Revenue Warrants, Series 2021-B.

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

"Overdue Interest Payment Date" means the date fixed by the Authority Trustee, pursuant to the provisions of Section 3.1(c) hereof, for the payment of Overdue Interest.

"Project" means the improvements to the System that are to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Conditions Agreement.

"Redemption Date" means the date fixed for redemption of the Warrant in any notice of redemption.

"Redemption Price" means the price at which the Warrant may be redeemed.

"Series 2021 Warrant" means the Issuer's $10,615,000 Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL.

"Series 2021-B Warrant" means the Issuer's $15,715,000 Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL.

"Series 2023 Warrant" means the Issuer's $5,635,000 Subordinated Water Revenue Warrant, Series 2023-DWSRF-DL.

"Series 2024 Warrant" means the Issuer's $8,610,000 Subordinated Water Revenue Warrant, Series 2024-DWSRF-DL.

"Special Conditions Agreement" means the Special Authority Loan Conditions Agreement among the Issuer, the Authority and ADEM, dated as of July 20, 2025.

"System" means the Issuer's water works plant and distribution system and related facilities, including all additions thereto and replacements thereof hereafter made.

"System Revenues" means all revenues and income of whatever nature derived by the Issuer from the operation of the System, including without limitation cash, accounts receivable and contract rights; provided, however, that (i) grants or borrowed funds, (ii) deposits or payments by contractors to offset the cost of extensions or new connections, and (iii) customer deposits to ensure payment of utility services shall not be considered part of the System Revenues.

"Warrant" without other qualifying words, means the $7,515,000 Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, herein authorized.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

Section 1.2 Use of Words and Phrases. "Herein", "hereby", "hereunder", "hereof" and other equivalent words refer to this Ordinance as an entirety and not solely to the particular portion hereof in which any such word is used. The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural. Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II
REPRESENTATIONS AND FINDINGS

Section 2.1 Representations. The Issuer represents, as a basis for the undertakings herein contained, that it is a municipal corporation of the State of Alabama.

Section 2.2 Findings. The City Council does hereby find and declare that the following facts are true and correct:

(1) The City Council has determined to make capital improvements to the System of the Issuer, the estimated costs of the said improvements being in excess of $7,515,000.

(2) The Issuer has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority to provide funds to pay a portion of the costs of the Project. The award of the loan to the Issuer will be of substantial economic benefit to the Issuer and its customers by reducing the amount of interest that would be payable by the Issuer if the funds were provided from sources other than from the Authority Loan.

(3) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act, the Build America, Buy America Act, and with certain requirements pertaining to use of United States-produced iron and steel.

(4) The City Council deems it necessary, desirable and in the public interest that the Issuer obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project. In order to evidence the repayment of the Authority Loan by the Issuer to the Authority, the Issuer deems it necessary, desirable and in the public interest that the Warrant hereinafter authorized be issued for the purpose of evidencing the debt of the Issuer to the Authority.

(5) The Issuer has no bonds, warrants or other indebtedness to which the revenues of the System (or any portion thereof) are pledged and which are presently outstanding, except the Outstanding Prior Lien Obligations, the Series 2024 Warrant, the Series 2023 Warrant, the Series 2021 Warrant and the Series 2021-B Warrant.

(6) The Issuer is not in default under any ordinance, resolution, trust indenture or other document authorizing any outstanding indebtedness of the Issuer, and no default is imminent.

(7) The Issuer hereby finds that the Net System Revenues will, immediately following the issuance of the Warrant, be sufficient to make timely payment of all principal and interest on the Warrant and all other outstanding Issuer Debt.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF WARRANT

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises made in the Special Conditions Agreement, in this Ordinance and in the Warrant, and subject to the terms and conditions of each thereof, the Issuer by the delivery of the Warrant, accepts the Authority Loan and the Authority has, upon delivery to it of the Warrant, made available in the Authority Indenture, the Loan Amount.

(b) Authorization and Description of the Warrant. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama (1975), as amended, and for the purpose of evidencing repayment of the Authority Loan made to the Issuer by the Authority, there is hereby authorized to be issued one fully registered Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, in the aggregate principal amount of $7,515,000, subject to the right of the Authority, as set out in the Special Conditions Agreement, to reduce the amount of the Authority Loan evidenced by the Warrant and to provide, in such case, a revised amortization schedule setting forth the remaining amounts of principal owed under the Warrant following any such reduction. The Warrant shall be issued as one fully registered Warrant, without coupons, in the form prescribed in Section 3.2 hereof. The principal of the Warrant shall mature and become payable on February 15 in the following principal installments in the following years (subject to adjustments as provided in the Special Conditions Agreement):

Year (February 15)	Principal
2026	$310,000
2027	315,000
2028	320,000
2029	330,000
2030	335,000
2031	340,000
2032	350,000
2033	355,000
2034	365,000
2035	370,000
2036	375,000
2037	385,000
2038	390,000
2039	400,000
2040	410,000
2041	415,000
2042	425,000
2043	435,000

2044	440,000
2045 (Final Maturity)	450,000

The Warrant shall be initially issued and registered in the name of the Authority.

(c) Interest; Interest Rate. The principal installments of the Warrant shall bear interest from July 20, 2025, until their respective due dates at the per annum rate of interest of 0.10%, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months, and continuing until the due date of the last maturing installment of principal of the Warrant, all as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement. Such interest shall be payable semiannually on each August 15 and February 15, commencing August 15, 2025, until and at the final maturity of the Warrant.

(d) Administrative Fee; Administrative Fee Rate. The Issuer covenants and agrees to timely pay the Administrative Fee (as such term is defined in the Special Conditions Agreement) charged by ADEM, which such Administrative Fee shall be charged from July 20, 2025, based on the outstanding principal amount of the Warrant as of any date of calculation, and calculated at the per annum rate of 1.89%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. The Administrative Fee shall be payable semiannually on each August 15 and February 15, commencing August 15, 2025, until and at the final maturity of the Warrant.

(e) Payment of Principal, Payment of Interest and Payment of Administrative Fee. Payment of the principal of and interest on, and the Administrative Fee respecting, the Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Authority Trustee to the lawful Holder of the Warrant at the address shown on the registry books of the Issuer pertaining to the Warrant; provided, that so long as the Authority is the registered Holder of the Warrant, payment of the principal of and the interest on the Warrant, and payment of the Administrative Fee respecting the Warrant, shall be made to the Authority by the Authority Trustee in accordance with directions given to the Authority Trustee by the Authority. Payment of the interest and Administrative Fee on the Warrant shall be deemed timely made if mailed on the Interest Payment Date, or if such Interest Payment Date is not a business day, then on the first business day immediately following such Interest Payment Date. The final installment of principal, interest and Administrative Fee shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant.

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

(i) Not more than ten (10) days following receipt by the Authority Trustee of immediately available funds in an amount sufficient to enable the

Authority Trustee to pay all Overdue Interest and Administrative Fee, the Authority Trustee shall fix an Overdue Interest and Administrative Fee Payment Date for payment of such Overdue Interest and Administrative Fee.

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

(iii) Overdue Interest and Administrative Fee shall be paid by check or draft mailed by the Authority Trustee to the persons in whose names the Warrant was registered on the Overdue Interest and Administrative Fee Payment Date.

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

(d) Interest Rate and Loan Amount after Maturity. Each installment of principal, interest and Administrative Fee on the Warrant shall bear interest from its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate, such interest to be computed daily.

Section 3.2 Form of Warrant. The Warrant and the Certificate of Registration and the Form of Assignment applicable thereto shall be in substantially the following forms, respectively, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

[Form of Warrant]

R-1 $7,515,000

CITY OF HUNTSVILLE, ALABAMA
SUBORDINATED WATER REVENUE WARRANT
SERIES 2025-DWSRF-DL

For value received, the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation of the State of Alabama (herein called the "City"), hereby acknowledges that it is indebted to, and hereby orders its City Treasurer to pay to, **ALABAMA DRINKING WATER FINANCE AUTHORITY** (the "Authority"), or registered assigns, solely out of the revenues hereinafter referred to, the aggregate principal sum of

SEVEN MILLION FIVE HUNDRED FIFTEEN THOUSAND DOLLARS

in installments on February 15 in the following respective years and principal amounts (subject to the adjustment of the principal installments on the Warrant as provided in the Authorizing Ordinance hereinafter defined):

Year (February 15)	**Principal**
2026	$310,000
2027	315,000
2028	320,000
2029	330,000
2030	335,000
2031	340,000
2032	350,000
2033	355,000
2034	365,000
2035	370,000
2036	375,000
2037	385,000
2038	390,000
2039	400,000
2040	410,000
2041	415,000
2042	425,000
2043	435,000
2044	440,000
2045 (Final Maturity)	450,000

with (i) interest on the then unpaid principal balance hereof at the per annum rate of interest of 0.10% from July 20, 2025, computed on the basis of a 360 day year of twelve (12) consecutive thirty (30) day months, as reflected in the column entitled "Interest" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement, and (ii) the Administrative Fee due on the then unpaid principal balance hereof from July 20, 2025, at the per annum rate of 1.89%, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C to the Special Conditions Agreement. Such interest and Administrative Fee shall be payable on August 15, 2025, and semiannually thereafter on each February 15 and August 15 thereafter until and including the due date of the last maturing installment of principal hereof.

The principal of and interest on, and the Administrative Fee with respect to, this Warrant are payable in lawful money of the United States of America by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Issuer pertaining to the Warrant; provided, that so long as the Authority is the registered holder of the Warrant, payment of the principal of and interest on the Warrant shall be made to the Authority by the Authority Trustee in accordance with instructions given to the Authority Trustee by the Authority. The final installment of principal of and interest on, and Administrative Fee with respect to, the Warrant shall be payable at the designated office of the Authority Trustee upon presentation and surrender of the Warrant. Each installment of principal and interest on, and Administrative Fee with respect to, the Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate, as defined in the Authorizing Ordinance (as defined below). The Authorizing Ordinance provides that all payments by the City or the Authority Trustee to the person in whose name this Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Warrant takes it subject to all payments of principal, interest and Administrative Fee in fact made with respect hereto.

The warrant evidenced hereby is designated Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL (the "Warrant") and is authorized to be issued in the aggregate principal amount of $7,515,000 and payable solely out of the Net System Revenues of the City, as defined in the ordinance adopted by the City Council of the City (the "Authorizing Ordinance") pursuant to which the Warrant is issued. **THE PLEDGE OF THE NET SYSTEM REVENUES IN FAVOR OF THE WARRANT IS SUBORDINATE TO THE PLEDGE OF THE REVENUES OF THE SYSTEM IN FAVOR OF THE OUTSTANDING PRIOR LIEN OBLIGATIONS AND ANY ADDITIONAL WARRANTS (AS DEFINED IN THE AUTHORIZING ORDINANCE) AND IS ON A PARITY OF LIEN WITH THE PLEDGE OF THE NET SYSTEM REVENUES IN FAVOR OF THE SERIES 2024 WARRANT, THE SERIES 2023 WARRANT, THE SERIES 2021 WARRANT AND THE SERIES 2021-B WARRANT (AS DEFINED IN THE AUTHORIZING ORDINANCE) AND ANY ADDITIONAL SUBORDINATE OBLIGATIONS (AS DEFINED IN THE AUTHORIZING ORDINANCE).**

The principal installments of the Warrant having stated maturities on February 15, 2036, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal and

in $5,000 increments), on February 15, 2035, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Warrant equal to the principal prepaid plus accrued interest thereon, and accrued Administrative Fee with respect thereto, to the redemption date.

The Authorizing Ordinance requires that written notice of the call of redemption of this Warrant (or principal installment thereof) be forwarded by United States Registered or Certified Mail to the registered owner of such Warrant, not less than forty-five (45) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Authority Trustee in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this Warrant. Not later than the date fixed for redemption, the City shall make available at the office of the Authority Trustee the redemption price of the Warrant (or principal portion thereof) that is to be prepaid and redeemed on said redemption date. Upon the giving of notice of redemption and the payment to the Authority Trustee of the redemption price in accordance with the provisions of the Authorizing Ordinance, and if the City is not in default on the payment of principal, or interest or Administrative Fee on the redemption date, the Warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Authorizing Ordinance to the contrary notwithstanding, and the Holder thereof shall then and there surrender for prepayment, and all future interest and Administrative Fee on the Warrant (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrant is so presented.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description; that this Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the Issuer, was at the time the same was created and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only upon the books of the City and only upon surrender of this Warrant to the City for cancellation, and upon such transfer a new Warrant of like tenor hereof will be issued to the transferee in exchange therefore, all as more particularly described in the Authorizing Ordinance. Each holder, by receiving or accepting this Warrant, shall be deemed to consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance.

The City shall not be required to transfer or exchange this Warrant during the period of fifteen (15) days next preceding any interest payment date; and in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the City shall not

be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

IN WITNESS WHEREOF, the City has caused this warrant to be executed in its name and behalf by its Mayor, has caused its seal to be hereunto affixed and attested by its City Clerk, both of said officers being hereunto duly authorized, and has caused this warrant to be dated _____ __, 2025.

CITY OF HUNTSVILLE, ALABAMA

[SEAL]

By _____
Mayor

Attest:

_____
City Clerk

(Form of Registration Certificate)

I hereby certify that this warrant has been duly registered by me as a claim against the **CITY OF HUNTSVILLE, ALABAMA**.

_____
City Treasurer
City of Huntsville, Alabama

(Form of Assignment)

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

Dated this _____ day of _____, _____.

_____
NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of

the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

_____
(Bank, Trust Company or Firm)

By _____
Authorized Officer

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

Section 3.3 Redemption Provisions. Those of the principal installments of the Warrant having stated maturities on February 15, 2036, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal and in $5,000 increments), on February 15, 2035, and on any date thereafter, at and for a Redemption Price with respect to each principal installment of the Warrant redeemed equal to the principal prepaid plus (i) accrued interest thereon to the Redemption Date and (ii) the accrued amount of the Administrative Fee related thereto, to the Redemption Date (the "Redemption Price"). Any such redemption or prepayment of the Warrant shall be effected in the following manner:

(1) **Call.** The Issuer shall adopt a resolution containing the following: (1) a call for redemption, on a specified date when the principal installments of the Warrant are subject to redemption and prepayment, stating the year or years in which such principal installments have due dates, (2) a statement that the Issuer is not in default hereunder, and (3) a summary of any applicable restrictions upon or conditions precedent to such redemption and the provisions made to comply therewith.

(2) **Notice**. Not less than forty-five (45) days prior to the Redemption Date, the Authority Trustee shall give, or cause to be given, written notice of such redemption and prepayment by United States Registered Mail or United States Certified Mail to the Holder of the Warrant stating the following: that the Warrant (or principal portions thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest on, and all Administrative Fee respecting, the Warrant (or principal portions thereof called for redemption) will cease after the Redemption Date. The Holder of the Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price**. Not later than the Redemption Date, the Issuer shall make available at the office of the Authority Trustee the total Redemption Price of the Warrant (or principal portions thereof) that is to be prepaid and redeemed on the Redemption Date.

Upon compliance with the foregoing requirements on its part contained in this subsection, and if the Issuer is not on the Redemption Date in default on the payment of the principal of or interest on the Warrant, or the amount of the Administrative Fee theretofore due, the Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Warrant of like tenor, except in a principal amount, equal to the unredeemed portion of the Warrant. Upon redemption, all future interest and Administrative Fee on the Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Authority Trustee shall make provision for payment of the Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

ARTICLE IV
ADDITIONAL SUBORDINATE OBLIGATIONS

Section 4.1 Additional Subordinate Obligations - In General. While the Issuer is not in default in payment of the principal of or the interest on the Warrant or any other Issuer Debt, or the obligation to pay the Administrative Fee respecting the Warrant, it may, subject to the provisions of Section 4.2 hereof, at any time and from time to time issue Additional Subordinate Obligations for any purpose for which the Issuer may issue its warrants. The Additional Subordinate Obligations may be in such denomination or denominations, shall bear interest at such rate or rates, shall mature in such amounts and at such times, and may contain such other provisions as the Issuer shall determine.

Section 4.2 Conditions Precedent to Issuance of Additional Subordinate Obligations. Prior to the issuance of any Additional Subordinate Obligations, the Issuer will either:

(a) obtain the written consent of the Authority to the issuance of such Additional Subordinate Obligations; or

(b) not less than twenty (20) days prior to the issuance of any such Additional Subordinate Obligations, furnish to the Authority a certificate of an Independent Auditor certifying that the Net System Revenues for the fiscal year of the Issuer next preceding that during which the Additional Subordinate Obligations are to be issued was not less than 110% of maximum annual debt service (including Administrative Fee payable on any outstanding loans from the Authority or Alabama Water Pollution Control Authority) during the then current or any succeeding fiscal

year payable on (i) all outstanding Issuer Debt plus (ii) the Additional Subordinate Obligations then proposed to be issued. Any principal installments of any Issuer Debt to be paid or defeased upon the issuance of such Additional Subordinate Obligations shall not be taken into account as outstanding Issuer Debt for purposes of this subsection (b).

Section 4.3 Issuance of Subordinate Obligations. Without in any way limiting the foregoing, nothing contained in this Article IV shall be construed as a limitation on the ability of the Issuer to issue bonds, warrants, notes or other obligations payable from revenues of the System subject to and subordinate in all respects to the pledge of System revenues as contained in this Ordinance.

ARTICLE V
EXECUTION OF THE WARRANT

Section 5.1 Execution of Warrant. The Warrant shall be executed on behalf of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto and attested by the City Clerk and the City Treasurer shall register the Warrant and execute the registration certificate thereon. Signatures on the Warrant by persons who were officers of the Issuer at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Warrant.

Section 5.2 Replacement of Mutilated, Lost, Stolen or Destroyed Warrant. In the event any warrant is mutilated, lost, stolen or destroyed, the Issuer will execute and deliver a new warrant of like tenor and denomination as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated warrant, such warrant is first surrendered to the Issuer, and (b) in the case of any such lost, stolen or destroyed warrant, there is first furnished to the Issuer evidence of such loss, theft or destruction satisfactory to it, together with indemnity satisfactory to it. The Issuer may charge the Holder with the expense of issuing any such new warrant.

ARTICLE VI
REGISTRATION AND NEGOTIABILITY OF THE WARRANT

Section 6.1 Registration of Warrant. The Warrant shall be registered as to principal, interest and Administrative Fee, and shall be transferable only on the registry books of the Issuer.

No transfer of the Warrant shall be valid hereunder except upon presentation and surrender of such Warrant at the office of the Issuer with written power to transfer signed by the registered Holder thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Issuer, whereupon the Issuer shall execute, register and deliver to the transferee, a new warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Warrant is registered on the books of the Issuer shall be the sole person to whom or on whose order payments on account of the principal thereof and interest (and premium, if any) thereon, and of the Administrative Fee relating thereto, shall be made. Each Holder of the Warrant, by receiving or accepting such Warrant shall consent and agree and shall be estopped to deny that, insofar as the Issuer and the

Authority Trustee are concerned, the Warrant may be transferred only in accordance with the provisions of this Ordinance.

The Issuer shall not be required to register or transfer any Warrant during the period of fifteen (15) days next preceding any interest payment date with respect thereto; and if any Warrant is duly called for redemption (in whole or in part), the Authority Trustee shall not be required to register or transfer such Warrant during the period of forty-five (45) days next preceding the redemption date.

Section 6.2 Owner of Warrant. The Issuer and the Authority Trustee may deem and treat the person in whose name the Warrant is registered as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name the Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 6.3 Registration Certificate on Warrant. A registration certificate, in substantially the form appearing in Section 3.2 hereof, duly executed by the manual signature of an authorized officer of the Authority Trustee, shall be endorsed on the Warrant and shall be essential to its validity.

ARTICLE VII
SOURCE OF PAYMENT OF THE WARRANT

Section 7.1 Source of Payment of Warrant. (a) The indebtedness evidenced and ordered paid by the Warrant is and shall be payable solely from the Net System Revenues of the Issuer. The Issuer hereby pledges so much as may be necessary of the Net System Revenues for payment of the principal of and interest on the Warrant, the Series 2024 Warrant, the Series 2023 Warrant, the Series 2021 Warrant, the Series 2021-B Warrant and any Additional Subordinate Obligations hereafter issued. The pledge of the Net System Revenues for the benefit of the Warrant, the Series 2024 Warrant, the Series 2023 Warrant, the Series 2021 Warrant, the Series 2021-B Warrant and any Additional Subordinate Obligations is subordinate to the pledge of the revenues of the System made in the Issuer Indenture for the Outstanding Prior Lien Obligations and any Additional Warrants. Neither the Warrant nor any agreement herein or in the Special Conditions Agreement shall constitute a general indebtedness of the Issuer within the meaning of any state constitutional or statutory provision or limitation. The full faith and credit of the Issuer shall not be pledged for payment of principal of or interest on the Warrant. The covenants and agreements contained herein or in the Special Conditions Agreement do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Issuer, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability from the general assets or revenues of the Issuer, except the Net System Revenues, shall arise therefrom.

(b) By its acceptance of the Warrant, the Authority and any subsequent holder of the Warrant agrees that (i) the payment of the Warrant when due in each month is fully subordinated in priority to the prior payment in full of all Additional Warrants issued under the Issuer Indenture when due in each such month; (ii) the right, title and interest of the Trustee in and to Net System

Revenues (as defined in the Issuer Indenture) from the System is prior and superior to that of the Authority and any subsequent holder of the Warrant for all purposes; and (iii) upon an Event of Default under the Issuer Indenture, or a default under this ordinance or with respect to the Warrant, or the distribution of System assets of the Issuer upon any voluntary or involuntary act of insolvency under federal or state law, each of the Authority and any subsequent holder of the Warrant agrees (i) the trustee under the Issuer Indenture (the "Issuer Trustee") is entitled to, and will, receive all System Revenues and all System assets of the Issuer, when and as available, in prior payment of the Issuer Debt issued as Additional Warrants in full, and the consequent defeasance of the Issuer Indenture, before any of such revenues or assets are distributed to the Authority or to any subsequent holder of the Warrant, and (ii) it will promptly deliver to the Issuer Trustee any assets or funds of the Issuer made available to, or received by, it in violation of this Section 7.1(b).

Section 7.2 Pledge. The amounts on deposit in the Loan Repayment Fund-2025-DW (as hereinafter defined) from time to time are hereby irrevocably pledged for payment of the principal of and the interest on the Warrant.

Section 7.3 Defeasance. The Warrant may be defeased and no longer considered outstanding by (A) making provision with the Authority Trustee for the retirement of the Warrant by creating for such purpose an irrevocable trust fund sufficient to provide for payment and retirement of the Warrant (including payment of the interest and Administrative Fee that will mature or become payable thereon until and on the date it is retired, as such interest and Administrative Fee becomes due and payable), either by redemption prior to the respective maturities of the principal installments, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) United States Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of the Warrant, or (ii) both cash and such United States Securities which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose, (B) providing to the Authority Trustee a certified copy of a resolution adopted by the Issuer calling for redemption the principal installments of the Warrant that, according to said trust agreement, are to be redeemed prior to their respective maturities, and (C) providing the Authority with a verification report prepared by a certified public accountant confirming the sufficiency of the cash and/or United States Securities to provide for the retirement of the Warrant.

Section 7.4 Issuance of Additional Warrants Under the Issuer Indenture. Prior to the issuance of any Additional Warrants under the Issuer Indenture, other than Additional Warrants issued to refund obligations of the Issuer, the Issuer will either:

(a) obtain the written consent of the Authority to the issuance of such obligations; or

(b) furnish to the Authority a certificate of an Independent Auditor (as defined in the Issuer Indenture) certifying that the "Annual Net Income" (as defined in the Issuer Indenture) during any twelve consecutive months during the prior eighteen month period next preceding the

date of issuance of such Additional Warrants are to be issued was not less than 120% of maximum annual debt service (including Administrative Fee payable on any outstanding loans from the Authority) during any fiscal year payable on (i) all outstanding Issuer Debt (excluding any defeased indebtedness of the Issuer), plus (ii) the Additional Warrants then proposed to be issued.

ARTICLE VIII
CREATION OF LOAN REPAYMENT FUND AND PAYMENTS THEREIN

Section 8.1 Loan Repayment Fund. There is hereby established a special trust fund, designated the "Loan Repayment Fund-2025-DW" that shall be continued and maintained until the principal of and interest on the Warrant are paid in full.

Or before August 15, 2025, and on each February 15 and August 15 thereafter until the principal of and the interest on, and the Administrative Fee with respect to, the Warrant shall have been paid in full, the Issuer shall pay into the Loan Repayment Fund-2025-DW an amount equal to the sum of (i) the semiannual installment of interest that will mature on the Warrant on such February 15 or August 15, as the case may be, plus (ii) the Administrative Fee due on such February 15 or August 15, as the case may be, plus (iii) the principal that will mature on the Warrant on such February 15.

Section 8.2 Use of Moneys in Loan Repayment Fund. All moneys paid into the Loan Repayment Fund-2025-DW shall be used only for payment of the principal of and the interest on, and the Administrative Fee respecting, the Warrant upon or after the respective maturities of such principal, interest and Administrative Fee; provided, that if at the final maturity of the Warrant, however the same may mature, there shall be in the Loan Repayment Fund-2025-DW moneys in excess of what shall be required to pay in full the principal of and the interest on, and the Administrative Fee respecting, the Warrant, then any such excess shall thereupon be returned to the Issuer.

Section 8.3 Security for the Loan Repayment Fund. The Loan Repayment Fund-2025-DW shall be and at all times shall remain public funds impressed with a trust for the purpose for which the Loan Repayment Fund-2025-DW is herein created. Each depository for any part of the Loan Repayment Fund-2025-DW shall at all times keep the moneys on deposit with it in the Loan Repayment Fund-2025-DW continuously secured for the benefit of the Issuer and the holders of the Warrant either:

(1) by holding on deposit as collateral security, United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Loan Repayment Fund-2025-DW, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the

applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository to secure any portion of the moneys on deposit in Loan Repayment Fund-2025-DW that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

ARTICLE IX
CERTAIN WARRANTIES AND COVENANTS OF THE ISSUER

Section 9.1 To Maintain Adequate Rates. The Issuer will make and maintain such rates and charges for water and other services supplied from the System and will make collections from the users thereof so that the available System revenues will at all times be sufficient to make timely payment of the debt service and Administrative Fee on all Issuer Debt.

Section 9.2 To Respect Priority of Pledge. The pledge herein made of the Net System Revenues (or any portion thereof) shall be prior and superior to any pledge or agreement hereafter made for the benefit of any securities hereafter issued or any contract hereafter made by the Issuer, except for Additional Warrants or Additional Subordinate Obligations issued pursuant to the provisions hereof.

Section 9.3 No Conflicting Transactions. The Issuer warrants and represents that (a) the Warrant is a valid and binding special obligation of the Issuer payable out of the Net System Revenues, and (b) the provisions of the Warrant and this Ordinance will not result in any breach of, or constitute a default under, any mortgage, deed of trust, security agreement, ordinance, resolution, bank loan, credit agreement or other instrument to which the Issuer is a party or by which it is bound.

Section 9.4 To Furnish Authority With Reports. The Issuer agrees to furnish to the Authority, within 180 days after the close of its Fiscal Year, the audited financial statements of the Issuer for such Fiscal Year.

Section 9.5 Par Clearance. All remittances of principal, interest and Administrative Fee on the Warrant to the Holder thereof shall be made at par without any deduction for exchange or other costs, fees or expenses. The Authority Trustee shall be considered, by acceptance of its duties hereunder, to have agreed that it will make or cause to be made, out of moneys supplied to it for that purpose, remittances of principal, interest and Administrative Fee on the Warrant to the Holder thereof in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Section 9.6 No Sale or Disposal of Project. Except as set forth in Section 8.16 of the Special Conditions Agreement, the Issuer will not sell or otherwise dispose of any part of the Project prior to the last maturity of the Authority Loan (except such minor parts or portions of the Project that may be disposed of due to normal wear, obsolescence, or depreciation), unless any such sale or disposal will not adversely affect the ability of the issuer to pay the principal of and,

interest on, and Administrative Fee with respect to, the Warrant. The Issuer hereby amends each of the ordinances under which the Issuer heretofore authorized and issued the Series 2024 Warrant, the Series 2023 Warrant, the Series 2021 Warrant, and the Series 2021-B Warrant (including without limitation Section 9.6 of each such ordinance) to provide that, except as permitted and set forth in Section 8.16 of the Special Conditions Agreement, the City agrees not to sell or otherwise dispose of any part of the project financed by such warrant prior to the last maturity of the Authority loan respecting such warrant (except such minor parts or portions of such project that may be disposed of due to normal wear, obsolescence, or depreciation), unless any such sale or disposal will not adversely affect the ability of the Issuer to pay the principal of and, interest on, and administrative fee with respect to, such warrant (the "Amendment"). By its acceptance of the Warrant the Authority hereby consents to the Amendment.

Section 9.7 Insurance on Physical Properties. The Issuer will maintain adequate insurance on the properties and facilities comprising the System and adequate liability insurance for so long as the Warrant is outstanding; provided, that the Issuer shall be allowed to be self-insured for all such purposes.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDERS

Section 10.1 Events of Default Defined. Any of the following shall constitute default hereunder by the Issuer:

(a) Failure by the Issuer to pay the principal of, the interest on, or the Administrative Fee respecting, the Warrant when such principal, interest and Administrative Fee respectively becomes due and payable, whether by maturity or otherwise;

(b) A default by the Issuer under the ordinance or other authorizing document pursuant to which any Issuer Debt has been (or is hereafter) issued;

(c) A default by the Issuer under the Special Conditions Agreement entered into in connection with the issuance of the Warrant;

(d) Failure by the Issuer to perform any of the agreements on its part herein contained (other than payment of the principal of and interest on the Warrant) after thirty (30) days' written notice to it of such failure made by the Authority; or

(e) Determination by a court having jurisdiction that the Issuer is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the Issuer or for all or a substantial part of the System, or the approval by a court of competent jurisdiction of any petition for reorganization of the Issuer or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 10.2 Remedies on Default. Upon any default by the Issuer in any one of the ways defined in Section 10.1 hereof, the Authority shall have the following rights and remedies and any other rights and remedies permitted by law:

(a) Acceleration. The Authority may, by written notice to the Issuer, declare all principal of the Warrant forthwith due and payable, and thereupon it shall be so, anything herein or therein to the contrary notwithstanding. If, however, the Issuer shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal, interest and Administrative Fee, then the Authority, by written notice to the Issuer, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto.

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

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

Section 10.3 Waiver of Rights against Officials and Others. As a condition hereof, the Holder waives and releases any right, cause of action or remedy now or hereafter existing or imposed in any jurisdiction against any past, present or future officer or employee of the Issuer for the payment of the principal of, the interest on, or the Administrative Fee respecting, the Warrant or for the performance of any agreements by the Issuer herein contained. Nothing contained in this section, however, shall relieve any such officer or employee from the obligation of performing all the duties of his office and of taking all actions that may be necessary to enable the Issuer to perform the agreements on its part herein contained.

Section 10.4 Delay No Waiver. No delay or omission by the Authority or the Authority Trustee to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the Holder may be exercised from time to time and as often as deemed expedient.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Sale of Warrant. The Warrant is hereby sold and awarded to the Authority at and for a purchase price equal to $7,515,000. The Warrant shall be issued in the form provided in Section 3.2 hereof.

Section 11.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan evidenced by the Warrant shall be held and applied in accordance with the provisions of the Authority Indenture and the Special Conditions Agreement.

Section 11.3 Authorization of Special Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the Issuer, the Special Conditions Agreement, in substantially the form marked Exhibit A to the minutes of the meeting at which this Ordinance is adopted and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the Issuer to the said Special Conditions Agreement and to attest the same.

Section 11.4 Additional Documents Authorized. The Mayor and the City Clerk, or either of them, are each hereby authorized and directed to execute such other documents or certificates deemed necessary by them in order to carry out the transactions contemplated by this Ordinance.

Section 11.5 Disclaimer of General Liability. It is hereby expressly made a condition of this Ordinance that any agreements or representations herein contained or contained in the Warrant do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Issuer, and in the event of a breach of any such agreement or representation no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Issuer, except the Net System Revenues, shall arise therefrom. Nothing contained in this section, however, shall relieve the Issuer from the observance and performance of the several covenants, representations and agreements on its part herein contained.

Section 11.6 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the Authority.

Section 11.7 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

ADOPTED this 24TH day of July, 2025.

City Council President
City of Huntsville, Alabama

APPROVED this 24th day of July, 2025.

Mayor
City of Huntsville, Alabama

EXHIBIT A

Special Authority Loan Conditions Agreement

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT
(Series 2025-DWSRF-DL)

among

CITY OF HUNTSVILLE

and

ALABAMA DRINKING WATER FINANCE AUTHORITY

and

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Dated as of July 20, 2025

Loan Amount:	
Project Fund Amount	$7,500,000.00
Capitalized Interest	0.00
Capitalized Administrative Fee	0.00
Loan Recipient Share of Finance Expenses	11,000.00
Local Loan Expense	4,000.00
Total Loan Amount	$7,515,000.00
Repayment Amount:	
Total Loan Amount	$7,515,000.00
Total Loan Repayment Amount	$7,515,000.00
Project Name:	Huntsville Utilities Water System Improvements (2024 Supplemental)
Repayment Collateral:	Subordinated Water Revenue Warrant

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT among **ALABAMA DRINKING WATER FINANCE AUTHORITY,** a public corporation under the laws of Alabama (the "Authority"), **ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975 ("ADEM"), and the **CITY OF HUNTSVILLE,** a municipal corporation under the laws of the State of Alabama (the "Loan Recipient").

R E C I T A L S:

The parties hereto make the following recitals and representations as the basis for the undertakings herein contained:

(1) The State of Alabama has, pursuant to the provisions of Act No. 97-415 adopted at the 1997 Regular Session of the Legislature of Alabama (now codified as Title 22, Chapter 23B of the Code of Alabama 1975, as amended) (the "State Revolving Fund Act"), made provision for the creation of a Revolving Fund (the "State Revolving Fund") for the purpose of making loans to local governmental units in the State.

(2) The State Revolving Fund is to be administered jointly by the Authority and by ADEM. Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient. The Loan Recipient has requested the loan in order to enable it to pay the costs of making certain improvements (the "Project") in connection with the water works plant and distribution system (the "System") of the Loan Recipient.

(3) The Authority is, pursuant to guidelines adopted by the Environmental Protection Agency of the United States of America ("EPA") and regulations adopted by ADEM, pursuant to the provisions of the Safe Drinking Water Act, required to obtain from each Loan Recipient certain assurances with respect to the operation and construction of the Project.

(4) Pursuant to the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement with the EPA, the Authority is obligated to provide a subsidy to certain eligible borrowers in the form of reduced interest loans or grants (or a combination thereof).

(5) Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient, and in evidence of its obligation to repay the same the Loan Recipient will, contemporaneously with the execution and delivery hereof, issue its $7,515,000 Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL.

(6) The parties hereto deem it necessary and desirable that this Agreement be entered into for the purpose of obtaining certain agreements from the Loan Recipient required to be obtained by the EPA and ADEM with respect to the design, operation and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed among the parties hereto as follows:

ARTICLE I
DEFINITIONS AND USE OF PHRASES

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

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"**Administrative Fee**" shall mean the fee charged by ADEM in connection with the administration of the State Revolving Fund.

"**Allowable Costs**" means costs that are eligible to be paid with proceeds of the Authority Loan, as such costs are defined in the ADEM regulations.

"**Application**" shall have the meaning given to such term in Section 3.1 hereof.

"**Authority**" means the Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"**Authority Indenture**" means the Master Authority Trust Indenture from the Authority to the Authority Trustee dated as of January 1, 2004.

"**Authority Loan**" means the loan made by the Authority to the Loan Recipient hereunder.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee under the Authority Indenture, and any successor thereto.

"**Build America, Buy America Act**" means the domestic content procurement preference requirements enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act to include construction material and manufactured goods.

"**Construction Amount**" means the amount of proceeds of the Authority Loan to be used for payment of Allowable Costs.

"**Davis-Bacon Act**" means the Davis-Bacon Act of 1931, P.L. No. 403.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Loan Recipient.

"**Estimated Final Completion Date**" means the date estimated for the completion of the Project as shown in the files of the Authority.

"**Evidence of Indebtedness**" means the $7,515,000 Subordinated Water Revenue Warrant, Series 2025-DWSRF-DL, issued by the Loan Recipient and payable to the Authority.

"**Independent Auditor**" means a certified public accountant or firm thereof, not employed full time by the Loan Recipient, and regularly engaged in the auditing of financial records.

"**Loan Amount**" means the sum of 7,515,000.

"**Loan Documents**" means the proceedings taken by the Loan Recipient agreeing to the terms of the Authority Loan and evidencing the obligation of the Loan Recipient to repay the Authority Loan in accordance with its terms, along with the Evidence of Indebtedness.

"**Loan Recipient Administrative Fee Rate**" means a per annum rate of 1.89%, i.e., 189 basis points, computed on the basis of a three hundred sixty (360) day year of twelve (12) consecutive thirty (30) day months.

"**Loan Recipient Interest Rate**" means the per annum rate of interest of 0.10%, i.e., 10 basis points computed on the basis of a three hundred sixty (360) day year of twelve (12) consecutive thirty (30) day months.

"**Loan Recipient Representative**" means the official representative of the Loan Recipient designated by the Loan Recipient to ADEM.

"**Loan Recipient Share of Finance Expenses**" means the amount identified as "Loan Recipient Share of Finance Expenses" on Appendix A and totaling $11,000.

"**Project**" means the acquisition, construction and equipping of upgrades to the System described in Appendix A hereto.

"**Project Fund**" means the fund established by the Authority with the Authority Trustee into which moneys received hereunder will be deposited and from which the Authority Trustee will make Disbursements to or on behalf of the Loan Recipient.

"**Project Funds**" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement.

"**State Revolving Fund**" means the State of Alabama Drinking Water Revolving Loan Fund created in the State Revolving Fund Act.

"**State Revolving Fund Act**" means Title 22, Chapter 23B of the Code of Alabama 1975, as amended.

"**System**" means the drinking water plant and distribution system of the Loan Recipient, including all additional improvements thereto and replacements thereof hereafter made.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Agreement, shall be given the following and respective interpretations:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II
LOAN AND USE OF PROCEEDS

Section 2.1 Making of Loan; **Use of Project Fund Moneys**. (a) The execution and delivery of this Agreement by the Authority shall constitute the making of the loan to the Loan Recipient, and the execution and delivery of this Agreement and the Loan Documents by the Loan Recipient shall constitute the incurring of indebtedness, subject to the terms and conditions hereof and the terms and conditions of the Loan Documents and Authority Indenture. The Authority represents that it has deposited the Loan Amount (other than the Loan Recipient Share of Finance Expenses) into the Project Fund, which such amount was made available to the Loan Recipient by the Authority for the purpose of constructing the Project. The Loan Recipient Share of Finance Expenses shall be retained by the Authority and used to pay the Authority's legal costs in the making of the Authority Loan to the Loan Recipient. Investment earnings received as a result of the investment of all funds held under the Authority Indenture (including, without limitation, all amounts held in the Project Fund) shall be retained by the Authority and shall not be available to the Loan Recipient, nor shall any such interest earnings form a part of the funds in the account or subaccount from which such investment earnings were earned. The Loan Recipient understands that it shall be responsible for payment of any expenses incurred by it in obtaining the Authority Loan, including, without limitation, any expenses incurred by the Loan Recipient in obtaining legal representation in connection with the transactions herein contemplated (e.g., counsel to deliver the opinion set forth in Appendix D hereto).

(b) The Loan Recipient shall use the Project Funds only to pay Allowable Costs of the Project. The Loan Recipient understands that the Project is generally described in Appendix A and more specifically in the Project files of ADEM. Except to the extent otherwise approved in writing by ADEM, only the Allowable Costs of the Project in Appendix A shall be funded with proceeds on deposit in the Project Fund created in the Authority Indenture. Disbursement of moneys on deposit in the Project Fund shall be made only for payment of costs of construction called for in plans and specifications examined and concurred with by ADEM and for certain expenses incurred by the Authority in connection with the Project, all as set forth in Appendix A.

(c) The Loan Recipient further understands and agrees that repayment of the Authority Loan has been determined based upon the Estimated Final Completion Date, and that an amortization schedule shown on Appendix C hereto showing payments of (i) maturing installments of principal and interest and (ii) maturing installments of the Administrative Fee, based upon the Estimated Final Completion Date and the representations of the Loan Recipient regarding its use of the Loan Amount, has been furnished to the Loan Recipient. The Loan Recipient understands and agrees that any delay in the completion of the Project beyond the date set forth in Appendix A shall not result in any extension of the dates on which the payments are to be made with respect to the Authority Loan as set forth in the amortization schedule, and that the obligation of the Loan Recipient to repay the amounts withdrawn from the Project Fund for the Project, together with interest thereon at the Loan Recipient Interest Rate and the Administrative Fee related thereto at the Loan Recipient Administrative Fee Rate, as provided in the Loan Documents, shall be absolute and unconditional.

(d) The Loan Recipient understands that the amount of the Authority Loan made by the Authority and accepted by the Loan Recipient is based upon the estimated cost of the Project. In the event the actual cost of the Project exceeds the amount of the Authority Loan, the Authority shall be under no obligation to provide any additional funds to the Loan Recipient, it being the sole responsibility of the Loan Recipient to provide funds sufficient to complete construction of the Project.

(e) Each installment of principal, interest and Administrative Fee of the Authority Loan shall bear interest from its due date until paid at the per annum rate of interest equal to 2% above the Authority Trustee Bank Prime Rate, such interest to be computed daily. As used in the preceding sentence, "Authority Trustee Bank Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

Section 2.2 Disbursements. (a) The Authority Trustee shall make Disbursements to or on behalf of the Loan Recipient only against incurred Allowable Costs to the extent of the Project Funds as provided in this Agreement and in the Authority Indenture.

(b) For purposes of making requests for Disbursements and representing the Loan Recipient in all administrative matters pertaining to administration of this Agreement, the Loan Recipient shall designate at least one officer or employee as the Loan Recipient Representative. Any Loan Recipient Representative shall be designated in writing by the Loan Recipient before it may request Disbursements and shall be subject to approval by the Authority.

(c) Requests for Disbursements may be made only after the costs for which the draw is requested have been incurred. The Loan Recipient shall not request Disbursements against retainage until retainage is paid. Unless the Authority otherwise approves, when the Project budget indicates that the Authority Loan shall bear only a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs requested for Disbursement.

(d) Requests for Disbursements shall be made on forms of or approved by the Authority and ADEM unless the Authority otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and ADEM may reasonably require.

(e) Disbursement requests shall be limited to one per month.

Section 2.3 Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to disburse the Project Funds to or on behalf of the Loan Recipient shall be subject to satisfaction of the following conditions:

(a) The Loan Recipient's representations and warranties contained herein, in the Application and in the Loan Documents shall remain true and correct;

(b) No Event of Default shall have occurred under this Agreement or the Loan Documents;

(c) The requirements of Article III hereof have been complied with;

(d) ADEM shall have examined and concurred with the Loan Recipient's plans and specifications for the submitted construction as being within the approved scope of the Project;

(e) For the initial Disbursement request, the Loan Recipient shall have submitted, to the satisfaction of ADEM, proof of compliance with all applicable construction bid procedures and requirements imposed by EPA or ADEM; and

(f) At the time of the execution and delivery by the Loan Recipient of this Agreement, the Loan Recipient shall furnish to the Authority an opinion of counsel in substantially the form attached hereto as Appendix D. The initial Disbursement request shall also be accompanied by an opinion addressed to

the Authority from counsel for the Loan Recipient. The opinion shall state that the opinions expressed in the opinion of counsel submitted to the Authority by the Loan Recipient with this Agreement remain valid, including without limitation the advice that this Agreement is a legal, valid and binding obligation of the Loan Recipient, enforceable in accordance with its terms. Such opinion shall also address such other matters as may be requested by the Authority.

Section 2.4 Administrative Fee. ADEM has been designated as the agent of the Authority to service the Authority Loan. The Loan Recipient hereby covenants and agrees to pay the Authority the Administrative Fee, which shall be due on the then unpaid principal balance of the Evidence of Indebtedness from its dated date at the Loan Recipient Administrative Fee Rate, computed on the basis of a 360 day year consisting of 12 consecutive 30 day months, all as reflected in the column entitled "Admin Fee" on the amortization schedule set forth in Appendix C hereto. The Administrative Fee, when paid to the Authority, shall be deposited by the Authority into a separate fund known as the "Administrative Fee Fund Account", unless otherwise determined by the Authority.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Status of Loan Recipient. The Loan Recipient is a municipal corporation existing under the laws of the State of Alabama, authorized to acquire and construct the Project and to operate the Project and to provide drinking water services. The Loan Recipient warrants and represents that the representations contained in the application submitted to ADEM (the "Application") were, on the date of filing said Application and are, on the date hereof, true and correct. The Loan Recipient is not in default in any of the Statement of Assurances contained in the Application.

Section 3.2 Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Loan Recipient threatened, which may impair the validity or enforceability of the Loan Documents or this Agreement or the Loan Recipient's ability to repay the Authority Loan or to construct and operate the Project.

Section 3.3 No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, charter, resolutions, articles of incorporation, ordinances, contracts or other instruments to which the Loan Recipient is a party by which it may be bound or affected.

Section 3.4 Ownership of Premises. The Loan Recipient owns in fee simple the real property on which the main operating facilities of the Project have been or will be controlled or located. The Loan Recipient further owns in fee simple or by sufficient easement, or prior to construction of the Project will acquire by negotiated purchase or by exercise of its power

of eminent domain, the real property upon, across or under which the Loan Recipient has or will have its System and related facilities, including those to be a part of the Project and otherwise.

Section 3.5 Other Project Arrangements. The Loan Recipient has secured, or can and shall secure, the utility, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

Section 3.6 No Construction Default. Neither the Loan Recipient nor its contractor, architect or engineer for the Project or any related project is in default under any agreement respecting the Project.

Section 3.7 No Default. There is no default on the part of the Loan Recipient under this Agreement or the Loan Documents, and no event has occurred and is continuing, which, with notice or the passage of time or either, would constitute a default under any part of this Agreement or the Loan Documents.

Section 3.8 Effect of Draw Request. Each request for and acceptance of Disbursement shall be an affirmation by the Loan Recipient that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance and that no breach of other provisions hereof has occurred. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE IV
COVENANTS

Section 4.1 Commencement and Completion of Construction; Davis-Bacon Act; American Iron and Steel; Bipartisan Infrastructure Investment and Jobs Act; Buy America Build America Act.

(a) The Loan Recipient shall use its best efforts to commence and complete the Project or Projects and each activity or event forming a part thereof by the date or dates stated in Appendix A.

(b) The Loan Recipient understands and acknowledges that federal regulations require the payment of not less than the prevailing wages under the Davis-Bacon Act to all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part and through funds through the State Revolving Fund, including the Project. The Loan Recipient hereby covenants and agrees to comply with, and to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions), all applicable wage requirements of the Davis-Bacon Act in connection with the development and construction of the Project. General information respecting Davis-Bacon Act requirements and applicability may be obtained at http://www.dol.gov/compliance/laws/comp-dbra.htm, and are attached as Appendix E hereto is a copy of the "Requirements Under Section 1450 of the Safe Drinking Water Act (SDWA) For Sub recipients That Are Governmental Entities", although the Loan Recipient hereby acknowledges and agrees that the Loan Recipient shall be fully responsible for ensuring its

compliance, and compliance by all contractors, with applicable provisions of the Davis-Bacon Act in connection with development and construction of the Project. Without limiting the generality of the foregoing, the Loan Recipient shall cause the contract clauses set forth in Appendix E hereto applicable to governmental entities to be included in all contracts and subcontracts in excess of $2,000 respecting construction of all or a portion of the Project (whether paid in whole or in part from the Authority Loan).

(c) The loan Recipient shall comply with American Iron and Steel (AIS) requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in Appendix F hereto) the American Iron and Steel Requirement in connection with the development and construction of the Project.

(d) The Loan Recipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Loan Recipient understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements"), unless (i) the Loan Recipient has requested and obtained a waiver from ADEM pertaining to the Project or the Project is otherwise covered by a general applicability waiver, or (ii) ADEM has advised the Loan Recipient in writing that the Build America, Buy America Requirements are not applicable to the Project.

(e) The Loan Recipient shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Loan Recipient understands and agrees that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder and enforcement of all lawful rights and remedies of the Authority.

(f) The loan Recipient shall comply with all SRF Signage requirements as stated in sections XVII and XVIII, as applicable, in the ADEM Supplemental General Conditions. ADEM will provide a copy of the Supplemental General Conditions to the Loan Recipient and the Supplemental General Conditions must be included in bid documents for the Project.

Section 4.2 Disbursements. The Loan Recipient shall cause the Project Funds to be disbursed for the purpose of paying the Allowable Costs of the Project and for no other purpose.

Section 4.3 Release of Responsibility. The Loan Recipient shall undertake the Project on its own responsibility and shall release and, to the maximum extent permitted under Alabama law, hold harmless the Authority, ADEM, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their own negligence.

Section 4.4 Other Agreements. The Loan Recipient shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the System and its operation. The Loan Recipient shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract to the extent permitted by State law. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Loan Recipient or any third party.

Section 4.5 Accounting and Auditing. (a) **Accounting.** The Loan Recipient shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles as defined by Statement 1, Government Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979, as adopted by Governmental Accounting Standards Board, and revisions, updates or successors thereto.

(b) **Auditing**. If it expends $1,000,000 or more in Federal Financial Assistance in a fiscal year, the Loan Recipient shall comply with the provisions of the federal Single Audit Act and Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called "Uniform Guidance"). The Loan Recipient shall submit their Single Audit reporting package to the Federal Audit Clearinghouse within 30 days of the audit report date or 9 months from the entity's fiscal year end. Audit Requirements must be conducted according to Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and revisions, updates or successors.

Section 4.6 Compliance with Governmental Authority. The Loan Recipient shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project.

Section 4.7 Procurement Requirements. The Loan Recipient shall comply with all procurement requirements of Alabama law.

Section 4.8 Inspection. Each of the Authority and ADEM shall have for its own convenience and benefit, and without obligation to the Loan Recipient or any third party, the right to audit the books and records of the Loan Recipient as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project. The Loan Recipient shall cause its architects, engineers and contractors to cooperate during such inspections including making available working copies of plans and specifications and other materials.

Section 4.9 Consent to Changes. Without consent of the Authority and ADEM, the Loan Recipient shall make no modifications or changes to the Project, or allow to

continue any defect, which would damage or reduce the value of the Project. The Loan Recipient shall not divide the Project into component projects in order to defeat the provisions of this Agreement. The Loan Recipient covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, or otherwise encumber the Project, during the term of this Agreement without the express prior written approval of the Authority and ADEM.

Section 4.10 Furnishing of Audited Financial Statements. The Loan Recipient will, not later than two hundred seventy (270) days following the close of each of its fiscal years, furnish to the Authority a copy of its most recent financial information prepared by the Loan Recipient and the most recent audit available prepared by the Independent Auditor of the Loan Recipient.

Section 4.11 The Evidence of Indebtedness. The Loan Recipient agrees that the Evidence of Indebtedness shall not be subject to optional redemption or prepayment by the Loan Recipient until such time as is specified in the Evidence of Indebtedness.

Section 4.12 Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." For purposes of this Section 4.12, the term "Recipient" means the Loan Recipient.

Section 4.13 Compliance with Federal Acts and Federal Laws. (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by the Water Resources Reform and Development Act of 2014 (WRRDA) and related SRF Policy Guidelines).

(b) The Loan Recipient agrees to comply with all Civil Rights Laws, including the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act, which prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, handicap or age.

(c) The loan recipient shall make good faith efforts by following the six affirmative steps outlined in Appendix B to ensure that Disadvantaged Business Enterprises (DBE) are used whenever possible as a source of supplies and construction.

(d) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act (codified generally as 42 U.S.C. 300f-

300j) (the "Safe Drinking Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and failure to comply with the Safe Drinking Water Act and this Agreement shall be an Event of Default hereunder.

(e) The Loan Recipient further agrees to comply with the provisions of the regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232, which prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. The Loan Recipient shall ensure that each contract and subcontract related to the Project contains an agreement by the counterparty to comply with the provisions of said regulations to the extent applicable.

(f) *Uniform Relocation Assistance and Real Property Acquisition Policies Act ("Uniform Act")*. The Loan Recipient shall comply with the Uniform Act in the acquisition of all land/easement/right-of-way required for the Project. The cost of complying with the Uniform Act is an eligible cost that can be included in the Authority Loan. A key aspect of the law is to require use of a professional appraisal to determine the fair market value as a basis for establishing the offer price. There is a specific requirement in the Safe Drinking Water Act that any land acquired must be from a willing seller (SDWA §1452(a)(2)). The term "willing seller" means that the property owner voluntarily agrees to the terms and conditions of the purchase without compulsion to sell.

(g) The Loan Recipient shall comply with all other laws, record keeping and reporting requirements under all applicable legal authorities, including without limitation those described in Section 4.1 hereof.

Section 4.14 Compliance with Executive Order No. 11738 Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans. The Loan Recipient shall fully comply with Executive Order No. 11738 which prohibits the procurement of goods, services, or materials from entities that have been convicted for an offense under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act (the criminal provisions of those Acts). The Loan Recipient is responsible for further requiring the inclusion of a similar term or condition in agreements with its prime contractor and any subcontractors. The Loan Recipient may access the Excluded Entities List at http:// www.SAM.gov.

ARTICLE V
EVENTS OF DEFAULT

Section 5.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

(a) the Loan Recipient fails to comply with any of the covenants, terms and conditions made in this Agreement or in the Application;

(b) the Loan Recipient fails to pay any amount due on the Authority Loan at the time and in the manner provided in the Loan Documents;

(c) the Loan Recipient defaults under any other Loan Document or Special Conditions Agreement entered into in connection with loans previously made to the Loan Recipient by the Authority;

(d) any representation or statement made by the Loan Recipient in this Agreement or in connection with the Application or the Authority Loan shall be or become untrue, incorrect or misleading in any respect; or

(e) commencement of any legal or equitable action against the Loan Recipient which, if adversely determined, could reasonably be expected to impair substantially the ability of the Loan Recipient to perform each and every obligation under this Agreement.

ARTICLE VI
REMEDIES

Section 6.1 Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may, in addition to all remedies provided in the Loan Documents, proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(a) requiring the Loan Recipient to carry out its duties and obligations under the terms of this Agreement,

(b) prosecution of a civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority, and

(c) enforcement of any other lawful rights of the Authority and other remedial actions.

Section 6.2 Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy (including the Loan Documents), but each and every such remedy shall be cumulative and

shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the State Revolving Fund Loan Act) on or after the date hereof.

Section 6.3 Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Loan Recipient shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII
SPECIAL REVOLVING FUND PROVISIONS

Section 7.1 Cumulative Provisions. The provisions of this Article are cumulative of the other provisions of this Agreement, and they are not to be construed to ameliorate or weaken the other provisions of this Agreement in any way.

Section 7.2 Separate Accounts; Information; Audit. The Loan Recipient shall establish and maintain separate accounts on the Project financed hereunder and shall comply with the reasonable requests of the Authority, ADEM or the EPA, made upon reasonable notice, for information pertaining to the Loan Recipient's compliance with this Agreement, the provisions of the Safe Drinking Water Act, and regulations and guidance promulgated thereunder.

Section 7.3 Compliance. The Loan Recipient agrees:

(a) to comply with all applicable State and federal statutes and the rules, regulations and procedural guidelines established by the State and EPA for the administration of the fund, including, without limitation, those set forth in Appendix B, and

(b) that no date reflected in this Agreement shall modify any compliance date established in an NPDES permit. It is the Loan Recipient's obligation to request any required modification of applicable permit terms or other enforceable requirements.

Section 7.4 Construction Inspection. The Loan Recipient agrees to provide and maintain competent and adequate engineering supervision and one hundred percent (100%) inspection of the Project to insure that the construction conforms with the approved plans and specifications.

Section 7.5 Standard Conditions. The Loan Recipient acknowledges and agrees to comply with the following Federal or State requirements:

(a) The Loan Recipient shall provide access to the Project whenever it is in preparation or progress. The Loan Recipient shall allow the EPA,

the Comptroller General of the United States, ADEM and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(b) The Loan Recipient shall notify ADEM when construction of the Project is complete.

(c) The Loan Recipient shall comply with all of the provisions of the applicable regulations of ADEM, copies of which have been provided to the Loan Recipient.

ARTICLE VIII
GENERAL CONDITIONS

Section 8.1 No Waiver. No Disbursement shall waive any provision of this Agreement or the Authority Loan or preclude the Authority from declaring a default if the Loan Recipient is unable to satisfy or perform the provisions hereof.

Section 8.2 Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority and ADEM.

Section 8.3 No Beneficiaries. All conditions to the obligation of the Authority to make Disbursements are imposed solely and exclusively for the benefit of the Authority, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

Section 8.4 Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the Authority's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority of responsibility for design or construction.

Section 8.5 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other parties hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to Alabama Department of Environmental Management:

General Services Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Chief, General Services Branch

If to the Authority:

Alabama Drinking Water Finance Authority
c/o Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Vice-President

If to the Loan Recipient:

City of Huntsville
PO Box 12048
Huntsville, Alabama 35804
Attention: Utilities Board Manager

Each party may notify the others by the same process of any change of such address. Loan requests and disbursements and other routine loan administration matters may be conducted by regular mail.

Section 8.6 No Joint Venture, Etc. Neither the Authority, ADEM or any other state agency or official is a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Loan Recipient. Neither the Authority, ADEM or any other state agency or official shall be in any way liable or responsible by reason of the provisions hereof, to the Loan Recipient or any third party, for the payment of any claims in connection therewith.

Section 8.7 Assignment. This Agreement may not be assigned by the Loan Recipient without the written consent of the Authority. The Authority may assign the Loan Documents and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

Section 8.8 Entire Agreement. This Agreement and the Loan Documents contain the entire terms of this Agreement and transaction and may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

Section 8.9 Continuity. This Agreement shall be binding upon the successors and assigns of each party and shall inure to their benefit.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 8.11 Appendices. The appendices attached to this Agreement, shall be a part hereof as if set forth in full herein.

Section 8.12 Time of Essence. Time is of the essence of this Agreement.

Section 8.13 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the void or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 8.14 Payment of Authority Loan Directly to Authority Trustee. The Loan Recipient shall make all payments due on the Authority Loan directly to the Authority Trustee.

Section 8.15 Consent to Issuance of Additional Subordinated Debt. The Authority hereby consent to the issuance of the Evidence of Indebtedness as an Additional Subordinate Obligation (as defined in the ordinance of the Loan Recipient pursuant to which the Evidence of Indebtedness is issued).

Section 8.16. Transfer of the System. The Loan Recipient will not hereafter sell or lease the whole or any integral part of the System until the Evidence of Indebtedness, and each of the $10,615,000 Subordinated Water Revenue Warrant, Series 2021-DWSRF-DL, $15,715,000 Subordinated Water Revenue Warrant, Series 2021-B-DWSRF-DL, $5,635,000 Subordinated Water Revenue Warrant, Series 2023-DWSRF-DL, and $8,610,000 Subordinated Water Revenue Warrant, Series 2024, heretofore issued by the Loan Recipient to the Authority (collectively with the Evidence of Indebtedness, the "Subordinated SRF Warrants") has been paid in full or unless and until provision for such payment has been made; provided, however, that the Loan Recipient may sell or lease portions of the System if there is delivered to the Loan Recipient a certificate of the Mayor of the Loan Recipient or the President and Chief Executive Officer of Huntsville Utilities to the effect that such sale or lease will not have a material adverse effect on the production of revenues from the System. The Loan Recipient will continuously operate the System or cause the same to be operated so long as any of the Subordinated SRF Warrants remains unpaid, and it will keep the same in good repair and in efficient operating condition, making from time to time all needful repairs and replacements thereto and thereof. If the laws of Alabama at the time shall permit such action to be taken, the Loan Recipient shall have the right, and the Authority hereby consents to, the transfer by the Loan Recipient of the System as an entirety to another county, municipal corporation or public corporation whose properties and income are not subject to taxation; provided, that upon any such transfer the due and punctual payment of the principal of and the interest on the Subordinate SRF Warrants according to their tenor and the due and punctual

performance and observance of all the agreements and conditions from the Loan Recipient related to each of the Subordinated SRF Warrants (including without limitation under this Agreement and under each loan agreement executed by the Loan Recipient respecting each of the other Subordinated SRF Warrants) to be kept and performed by the Loan Recipient shall be expressly assumed in writing by the county, municipal corporation or public corporation to which the System shall be transferred as an entirety, and provided, further, that such consolidation, merger or transfer shall not cause or result in any lien being affixed to or imposed on or becoming a lien on the revenues from the System that will be prior to the lien of the pledge made by the Loan Recipient for the benefit of the Evidence of Indebtedness (other than such lien as may exist under such indentures of the Loan Recipient as shall be in existence at the time of such transfer), other than such pledge as respects the Evidence of Indebtedness and the other Subordinated SRF Warrants or in any foreclosable mortgage becoming a lien on the System. The Loan Recipient will not itself subject the System to the lien of a foreclosable mortgage until the principal of and the interest on the Evidence of Indebtedness and the other Subordinated SRF Warrants are paid in full or unless and until provision for such payment shall have been made. Nothing herein contained shall be construed to prevent the Loan Recipient from disposing of any properties that are obsolete, worn out or no longer needed or useful in the operation of the System.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all of which shall be construed as one instrument, and have caused this Agreement to be dated as of July 20, 2025.

CITY OF HUNTSVILLE

By _____
Mayor

[SEAL]

ATTEST:

By _____
City Clerk Treasurer

ALABAMA DRINKING WATER FINANCE AUTHORITY

By _____

Its _____

[SEAL]

ATTEST:

By _____

Its _____

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By _____

Its _____

[SEAL]

ATTEST:

By _____

Its _____

APPENDIX A

Loan Recipient: **City of Huntsville, Huntsville Utilities**
P.O Box 2048
Huntsville, AL 35804

Name, telephone and email # of contact: **Ms. Melissa Marty, CFO**
256-535-1296 melissa.marty@hsvutil.org
Attorney name, telephone and email:

SRF Project #: **FS010153-06**

SRF Trustee#: **800-0380-0**

Date of Commencement of Loan Payment: **May 15, 2025**
(THIS DATE WILL NOT BE EXTENDED OR CHANGED FOR ANY REASON)

I. Project: **Huntsville Utilitiles Water System Improvements (2024 Supplemental)**
Estimated Date of Completion: **September 30, 2029**

a. Project Fund:	**$7,500,000.00**
b. Capitalized Interest:	**$0.00**
c. Capitalized Admin Fee:	**$0.00**
d. Loan Recipient Share of Finance Expenses:	**$11,000.00**
e. Local Loan Expense:	**$4,000.00**
Total Loan Amount:	**$7,515,000.00**

II. Repayment Amount

a. Total Loan Amount	**$7,515,000.00**
b. Principal Forgiveness:	**$0.00**
Total Loan Repayment Amount	**$7,515,000.00**

*Note: The Loan Recipient's share of finace expenses have been adjusted to deduct any applicable loan commitment fees paid by the borrower.

APPENDIX B

MBE/WBE Requirements

I. The project objectives for utilization of Minority Business Enterprises/Women's Business Enterprises are as follows:

Construction	**2.76% MBE**	**3.82% WBE**
Non-Construction	**3.00% MBE**	**12.0% WBE**

II. The Loan Recipient shall take the following six affirmative steps to assure that Minority Business/Women's Business Enterprises are used, when possible, as sources of supplies, construction, and:

1. Including qualified MBE/WBE's on solicitation lists,
2. Assuring that MBE/WBE's are solicited whenever they are potential sources,
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's,
4. Using the services and assistance of:
   a. the Office of Small and Minority Business Assistance in the Alabama
   b. the Minority Business Development Centers, and
   c. the Department of Transportation (State level) for WBE's.
5. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation of MBE/WBE's, and
6. Requiring each contractor to take the affirmative steps of items 1 through 5 in procuring subcontractors.

Documentation of efforts made to utilize MBE/WBE firms should be maintained by all applicants, consulting firms, and construction contractors.

III. The Loan Recipient agrees to require all successful construction contract bidder(s) to submit to ADEM, with a copy to the Loan Recipient, within 10 days after bid opening, evidence of the preceding positive steps taken to utilize small, minority and women's business in the procurement of subcontracts.

IV. The Loan Recipient shall not award contracts to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 (Minority andWomen's Business Enterprises).

V. The Loan Recipient shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 Minority and Women's Business Enterprises).

VI. The Loan Recipient agrees to comply with all the requirements the 41 CFR Part 60-4, which implements Executive Order 11246, as amended (Equal Employment Opportunity).

VII. The Loan Recipient agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action Equal Opportunity Clause, Goals and Timetables and the other requirements, if the amount of the contract-subcontract is in excess of $10,000.

VIII. The Loan Recipient shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

IX. The Loan Recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 91-646) in regard to acquisition of real property (including easements) for the Project covered by the Authority Loan and any resulting relocation of persons, business and farm operations.

X. Submission to Federal Requirements: The Loan Recipient acknowledges and agrees that execution of this loan agreement will subject the Loan Recipient to provisions of federal law set out in part in Title VI of the Federal Water Pollution Control Act ("Title VI") and Federal regulations governing State Revolving Funds contained in 40 CFR Part 35, Subpart K. Loan Recipient agrees to comply with such federally imposed requirements, regardless whether expressly set out herein, and further agrees that they may be enforced against Loan Recipient by the Authority, ADEM or the EPA Administrator.

APPENDIX C

Huntsville Utilitiles Water System Improvements (2024 Supplemental)

Borrowers Total Loan Cash Flow

Date	Principal	Interest	Total PandI (1)	Admin Fee (2)	Grand Total
8-15-2025	$0.00	$521.87	$521.87	$9,863.44	$10,385.31
2-15-2026	$310,000.00	$3,757.50	$313,757.50	$71,016.75	$384,774.25
8-15-2026	$0.00	$3,602.50	$3,602.50	$68,087.25	$71,689.75
2-15-2027	$315,000.00	$3,602.50	$318,602.50	$68,087.25	$386,689.75
8-15-2027	$0.00	$3,445.00	$3,445.00	$65,110.50	$68,555.50
2-15-2028	$320,000.00	$3,445.00	$323,445.00	$65,110.50	$388,555.50
8-15-2028	$0.00	$3,285.00	$3,285.00	$62,086.50	$65,371.50
2-15-2029	$330,000.00	$3,285.00	$333,285.00	$62,086.50	$395,371.50
8-15-2029	$0.00	$3,120.00	$3,120.00	$58,968.00	$62,088.00
2-15-2030	$335,000.00	$3,120.00	$338,120.00	$58,968.00	$397,088.00
8-15-2030	$0.00	$2,952.50	$2,952.50	$55,802.25	$58,754.75
2-15-2031	$340,000.00	$2,952.50	$342,952.50	$55,802.25	$398,754.75
8-15-2031	$0.00	$2,782.50	$2,782.50	$52,589.25	$55,371.75
2-15-2032	$350,000.00	$2,782.50	$352,782.50	$52,589.25	$405,371.75
8-15-2032	$0.00	$2,607.50	$2,607.50	$49,281.75	$51,889.25
2-15-2033	$355,000.00	$2,607.50	$357,607.50	$49,281.75	$406,889.25
8-15-2033	$0.00	$2,430.00	$2,430.00	$45,927.00	$48,357.00
2-15-2034	$365,000.00	$2,430.00	$367,430.00	$45,927.00	$413,357.00
8-15-2034	$0.00	$2,247.50	$2,247.50	$42,477.75	$44,725.25
2-15-2035	$370,000.00	$2,247.50	$372,247.50	$42,477.75	$414,725.25
8-15-2035	$0.00	$2,062.50	$2,062.50	$38,981.25	$41,043.75
2-15-2036	$375,000.00	$2,062.50	$377,062.50	$38,981.25	$416,043.75
8-15-2036	$0.00	$1,875.00	$1,875.00	$35,437.50	$37,312.50
2-15-2037	$385,000.00	$1,875.00	$386,875.00	$35,437.50	$422,312.50
8-15-2037	$0.00	$1,682.50	$1,682.50	$31,799.25	$33,481.75
2-15-2038	$390,000.00	$1,682.50	$391,682.50	$31,799.25	$423,481.75
8-15-2038	$0.00	$1,487.50	$1,487.50	$28,113.75	$29,601.25
2-15-2039	$400,000.00	$1,487.50	$401,487.50	$28,113.75	$429,601.25
8-15-2039	$0.00	$1,287.50	$1,287.50	$24,333.75	$25,621.25
2-15-2040	$410,000.00	$1,287.50	$411,287.50	$24,333.75	$435,621.25
8-15-2040	$0.00	$1,082.50	$1,082.50	$20,459.25	$21,541.75
2-15-2041	$415,000.00	$1,082.50	$416,082.50	$20,459.25	$436,541.75
8-15-2041	$0.00	$875.00	$875.00	$16,537.50	$17,412.50
2-15-2042	$425,000.00	$875.00	$425,875.00	$16,537.50	$442,412.50
8-15-2042	$0.00	$662.50	$662.50	$12,521.25	$13,183.75
2-15-2043	$435,000.00	$662.50	$435,662.50	$12,521.25	$448,183.75
8-15-2043	$0.00	$445.00	$445.00	$8,410.50	$8,855.50
2-15-2044	$440,000.00	$445.00	$440,445.00	$8,410.50	$448,855.50
8-15-2044	$0.00	$225.00	$225.00	$4,252.50	$4,477.50
2-15-2045	$450,000.00	$225.00	$450,225.00	$4,252.50	$454,477.50
Totals:	$7,515,000.00	$80,594.37	$7,595,594.37	$1,523,233.69	$9,118,828.06

(1) Shows the amount due on each payment date by the Borrower for principal and interest on the Authority loan. (2) Shows the amount due on each payment due by the Borrower for the Administrative Fee due to ADEM in connection with the Authority loan.

DWSRF

APPENDIX D

_____, 2025

Alabama Drinking Water Finance Authority
Montgomery, Alabama

Re: Loan from Alabama Drinking Water Finance Authority

Dear Sir:

The legal department of Huntsville Utilities, and I as General Counsel for Huntsville Utilities, have acted as counsel for the City of Huntsville (the "Loan Recipient") in connection with a loan made to the Loan Recipient by Alabama Drinking Water Finance Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated _____, 2025, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

We have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as we have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as we have deemed necessary we are of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement and the Loan Documents have been duly authorized by all requisite action, and the Agreement and the Loan Documents have been duly executed and delivered by the Loan Recipient.

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i)

bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) The best of our knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

_____

Warne S. Heath
General Counsel
Huntsville Utilities

APPENDIX E

I. Requirements Under Section 1450 of the Safe Drinking Water Act (SDWA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the SDWA - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient or sub recipient may obtain additional guidance from the U.S. Department of Labor's (DOL) website at http://www.dol.gov/whd/

1. Applicability of the DB prevailing wage requirements.

Under the SDWA, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor https://sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the DWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the SDWA, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination

for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, https://sam.gov/.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov, and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient**,** upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.
Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub

recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/agencies/whd/contact/local-offices.

APPENDIX F

The Contractor acknowledges to and for the benefit of the City of Huntsville ("Purchaser"), and the Alabama Drinking Water Finance Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Safe Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel"; that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Purchaser). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-685

Department: Planning

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

Resolution consenting to the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7.

Resolution No. 25-520

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

If yes, please list preferred date(s) of publication: ___ August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5724

Department: Planning

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

Resolution to set a public hearing on the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set August 14, 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: July 16, 23, 30, and August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

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

1. That **Jackson Way Baptist Church,** is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of a portion of a 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" - "DECLARATION OF VACATION OF RIGHT-OF-WAY"

SEE EXHIBIT "B"– "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, August 14, 2025; 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 "B" attached hereto ("Public Notice"), immediately published in *The Speakin' Out News* for four consecutive weeks, with said notice to run beginning on July 16, July 23, July 30 and August 6, 2025.

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

ADOPTED this the 10th day of July, 2025.

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

APPROVED this the 10th day of July, 2025.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, David Staton, desiring to vacate that certain right-of-way hereinafter described, say, as follows:

1. That the said Owner is the owners of all the land abutting the hereinafter described right-of-way; and

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

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

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

NOW THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, does hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said right-of-way vacated, as follows:

Vacate the right-of-way on Exhibit "A" as attached hereto.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said easement hereinabove described, have caused this instrument to be executed, on this 22 day of June, 2025.

Owl Staton, trustee
Jackson Way Baptist Church

STATE OF ALABAMA)
COUNTY OF MADISON)

Given under my hand and official seal of office this the 22nd day of June, 2025

Doris J. Zimmerle
Notary Public
My Commission Expires 2-21-2028

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

EXHIBIT B

(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, August 14, 2025.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of a portion of a Right-of-way which is located at Lots 2-13, Block 7, 612 McKinley Avenue, Huntsville, Alabama, which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

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

RESOLUTION NO. 25-_____

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

1. That **JACKSON WAY BAPTIST CHURCH**, is the sole landowner abutting the property hereinafter described, made application for the vacation of that certain portion of 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 portion 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, Huntsville Housing Authority.

6. That upon vacation of said right-of-way, this property shall be converted to a Utility and Drainage Easement.

7. 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 the same is hereby vacated and annulled and all public rights therein divested of the Property.

ADOPTED this the 14th day of August, 2025.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Legal Description of Right-of-Way

STATE OF ALABAMA
COUNTY OF MADISON

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

ORDINANCE NO. 25-_____

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

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

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

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and 00/100 ($1.00) Dollar and other good and valuable considerations paid to **CITY OF HUNTSVILLE, AN ALABAMA MUNICIPAL CORPORATION,** Grantor, in hand paid by **JACKSON WAY BAPTIST CHURCH,** Grantee, the receipt of which is hereby acknowledged, the said Grantor hereby remises, releases, quitclaims and conveys unto the said Grantee, all of said Grantor's right, title, interest and claim, in and to the following described real estate, situated in Madison County, Alabama, to-wit:

Vacate the right-of-way as stated on Exhibit "A" attached hereto and convert all of the vacated right-of-way into a public utility and drainage easement.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs and assigns of said Grantees forever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the 14th day of August, 2025.

CITY OF HUNTSVILLE, A MUNICIPAL
CORPORATION IN THE STATE OF ALABAMA

BY: _____
TOMMY BATTLE
AS ITS MAYOR

ATTEST:

_____
SHAUNDRIKA EDWARDS
AS CITY CLERK

STATE OF ALABAMA)
COUNTY Of MADISON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that before me personally appeared **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 Quitclaim Deed, and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same for and as the act of said Municipal corporation on the date the same bears date.

Given under my hand and seal this the 14th day of August, 2025

_____
Notary Public
My Commission Expires:_____

The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).

Grantor address:
City of Huntsville
305 Fountain Circle, Huntsville, AL 35801

Grantees' address:
Jackson Way Baptist Church
1001 Andrew Jackson Way NE Huntsville, AL 35801

Value $1.00
Date of transfer: August 14, 2025

This Instrument Prepared By:
Lenn Knight
Jackson Way Baptist Church
1001 Andrew Jackson Way NE
Huntsville, Alabama 35801
(256) 539-5729

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

Ordinance No. 25-_____ (Cont.)

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-686

Department: Planning

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

Ordinance vacating a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7.

Ordinance No. 25-521

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

If yes, please list preferred date(s) of publication: ___August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/10/2025 **File ID:** TMP-5724

Department: Planning

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

Resolution to set a public hearing on the vacation of a portion of a right-of-way at 612 McKinley Avenue NE, Lots 2-13, Block 7; and, the introduction of a Resolution consenting to; and, the introduction of an Ordinance vacating the right-of-way pertaining thereto. (Set August 14, 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: July 16, 23, 30, and August 6

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:

Address: Jackson Way Baptist Church
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

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

1. That **Jackson Way Baptist Church,** is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of a portion of a 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" - "DECLARATION OF VACATION OF RIGHT-OF-WAY"

SEE EXHIBIT "B"– "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, August 14, 2025; 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 "B" attached hereto ("Public Notice"), immediately published in *The Speakin' Out News* for four consecutive weeks, with said notice to run beginning on July 16, July 23, July 30 and August 6, 2025.

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

ADOPTED this the 10th day of July, 2025.

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

APPROVED this the 10th day of July, 2025.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, David Staton, desiring to vacate that certain right-of-way hereinafter described, say, as follows:

1. That the said Owner is the owners of all the land abutting the hereinafter described right-of-way; and

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

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

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

NOW THEREFORE, the undersigned, as the owners of all property abutting the said right-of-way hereinafter described, does hereby petition and urge that the City Council of the City of Huntsville, Alabama, adopt a resolution hereby declaring said right-of-way vacated, as follows:

Vacate the right-of-way on Exhibit "A" as attached hereto.

IN WITNESS WHEREOF, the undersigned owners of all property abutting said easement hereinabove described, have caused this instrument to be executed, on this 22 day of June, 2025.

Owl Staton, Trustee
Jackson Way Baptist Church

STATE OF ALABAMA)
COUNTY OF MADISON)

Given under my hand and official seal of office this the 22nd day of June, 2025

Doris J. Zimmerle
Notary Public
My Commission Expires 2-21-2028

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

EXHIBIT B

(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, August 14, 2025.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of a portion of a Right-of-way which is located at Lots 2-13, Block 7, 612 McKinley Avenue, Huntsville, Alabama, which is more particularly described as follows:

Legal Description of Right-of-Way

STATE OF ALABAMA
MADISON COUNTY

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

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

RESOLUTION NO. 25-_____

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

1. That **JACKSON WAY BAPTIST CHURCH**, is the sole landowner abutting the property hereinafter described, made application for the vacation of that certain portion of 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 portion 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, Huntsville Housing Authority.

6. That upon vacation of said right-of-way, this property shall be converted to a Utility and Drainage Easement.

7. 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 the same is hereby vacated and annulled and all public rights therein divested of the Property.

ADOPTED this the 14th day of August, 2025.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

Legal Description of Right-of-Way

STATE OF ALABAMA
COUNTY OF MADISON

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubidivison of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

This property is subject to any existing easements and rights-of-way whether or not recorded in the public records and shall henceforth, upon vacation of said right-of-way, be converted to a Utility and Drainage Easement.

ORDINANCE NO. 25-_____

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

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

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

STATE OF ALABAMA)
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One and 00/100 ($1.00) Dollar and other good and valuable considerations paid to **CITY OF HUNTSVILLE, AN ALABAMA MUNICIPAL CORPORATION,** Grantor, in hand paid by **JACKSON WAY BAPTIST CHURCH,** Grantee, the receipt of which is hereby acknowledged, the said Grantor hereby remises, releases, quitclaims and conveys unto the said Grantee, all of said Grantor's right, title, interest and claim, in and to the following described real estate, situated in Madison County, Alabama, to-wit:

Vacate the right-of-way as stated on Exhibit "A" attached hereto and convert all of the vacated right-of-way into a public utility and drainage easement.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs and assigns of said Grantees forever.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed on the 14th day of August, 2025.

CITY OF HUNTSVILLE, A MUNICIPAL
CORPORATION IN THE STATE OF ALABAMA

BY: _____
TOMMY BATTLE
AS ITS MAYOR

ATTEST:

_____
SHAUNDRIKA EDWARDS
AS CITY CLERK

STATE OF ALABAMA)
COUNTY Of MADISON)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that before me personally appeared **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 Quitclaim Deed, and who are known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, they, as such officers and with full authority, executed the same for and as the act of said Municipal corporation on the date the same bears date.

Given under my hand and seal this the 14th day of August, 2025

_____
Notary Public
My Commission Expires:_____

The Grantor does hereby attest, to the best of Grantor's knowledge and belief that the information contained in this document, including the purchase price which can be verified by tax assessment, is true and accurate. The undersigned Grantor further understands that any false statements may result in the imposition of the penalty indicated in Code of Alabama (1975) 40-22-1 (h).

Grantor address:
City of Huntsville
305 Fountain Circle, Huntsville, AL 35801

Grantees' address:
Jackson Way Baptist Church
1001 Andrew Jackson Way NE Huntsville, AL 35801

Value $1.00
Date of transfer: August 14, 2025

This Instrument Prepared By:
Lenn Knight
Jackson Way Baptist Church
1001 Andrew Jackson Way NE
Huntsville, Alabama 35801
(256) 539-5729

STATE OF ALABAMA)
COUNTY OF MADISON)

Exhibit "A"

VACATION OF RIGHT-OF-WAY AS FOLLOWS:

Being located in the 7th Block of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama and being more particularly described as beginning at the Northeast Corner of Lot 8, Block 7 of A Resubdivision of Blocks 2-3-4-5-6-7-8 & 9 of the East Huntsville Addition to the City of Huntsville, Alabama recorded in Plat Book 1, Page 191 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, West along the north boundaries of Lots 8, 9, 10, 11, 12 and 13, Block 7 of said subdivision 278 feet to a point that lies 4 feet east of the Northwest Corner of Lot 13, Block 7 of said subdivision; thence Northeasterly 16.50 feet to a point located at the Southwest Corner of Lot 2, Block 7 of said subdivision; thence East along the south boundaries of Lots 2, 3, 4, 5, 6 and 7, Block 7 of said subdivision 274 feet to a point located at the Southeast Corner of Lot 7, Block 7 of said subdivision; thence South 16 feet back to the Point of Beginning and containing 0.10 Acres, more or less.

Ordinance No. 25-_____ (Cont.)

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-687

Department: Planning

Subject: **Type of Action:** Introduction

Ordinance annexing 572.48 acres of land lying on the north of Bob Wade Rd and east and west of Mt. Lebanon Rd.

Ordinance No. 25-597

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

If yes, please list preferred date(s) of publication: August 20, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 1009 Bob Wade Ln NW and 428 Mt Lebanon Rd, Toney, AL 35773
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: none

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025 **File ID:** TMP-5718

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 572.48 acres of land lying on the north of Bob Wade Rd and east and west of Mt. Lebanon Rd.

Ordinance No.

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

If yes, please list preferred date(s) of publication: August 20, 2025

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: 1009 Bob Wade Ln NW and 428 Mt Lebanon Rd, Toney, AL 35773
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: none

ORDINANCE NO. 25-

WHEREAS, The Sam and Rosa Harris Family Farm, LLC, by Samuel Harris II, as its Manager, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 26 and 27, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 26; thence from the Point of Commencement, North 89 Degrees 30 Minutes 56 Seconds West a distance of 1352.62 feet to a point; said point is described as being the Point of Beginning; thence from the Point of Beginning, North 89 Degrees 27 Minutes 54 Seconds West a distance of 2408.19 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 439.46 feet to a point; North 88 Degrees 59 Minutes 24 Seconds West a distance of 343.00 feet to a point; South 00 Degrees 54 Minutes 11 Seconds West a distance of 442.30 feet to a point; North 89 Degrees 27 Minutes 54 Seconds West a distance of 1322.77 feet to a point in the center of Mt Lebanon Rd; thence along the centerline of said Mt Lebanon Rd, North 00 Degrees 48 Minutes 06 Seconds East a distance of 2690.66 feet to a point; thence

leaving the centerline of said Mt Lebanon Rd, South 90 Degrees 00 Minutes 00 Seconds West a distance of 2683.43 feet to a point; North 00 Degrees 13 Minutes 46 Seconds West a distance of 1311.78 feet to a point; North 90 Degrees 00 Minutes 00 Seconds East a distance of 2707.03 feet to a point in the center of Mt Lebanon Rd; thence along the centerline of said Mt Lebanon Rd, North 00 Degrees 48 Minutes 06 Seconds East a distance of 1323.45 feet to a point; thence leaving the centerline of said Mt Lebanon Rd, South 89 Degrees 33 Minutes 26 Seconds East a distance of 1344.61 feet to a point; South 00 Degrees 56 Minutes 58 Seconds West a distance of 244.00 feet to a point; South 89 Degrees 33 Minutes 26 Seconds East a distance of 129.00 feet to a point; North 33 Degrees 13 Minutes 02 Seconds East a distance of 93.00 feet to a point; North 10 Degrees 12 Minutes 12 Seconds East a distance of 83.00 feet to a point; North 00 Degrees 56 Minutes 58 Seconds East a distance of 84.00 feet to a point; South 89 Degrees 33 Minutes 26 Seconds East a distance of 2507.07 feet to a point; South 00 Degrees 48 Minutes 43 Seconds West a distance of 2675.03 feet to a point; South 00 Degrees 00 Minutes 43 Seconds East a distance of 2657.58 feet back to the Point of Beginning and containing 572.48 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2025.

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

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: The Sam and Rosa Harris Family Farm, LLC, by Samuel Harris II, as its Manager (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Harris Farm Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioners hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner has hereunto subscribed my name as of the 16th day of July, 2025.

PETITIONER:
The Sam and Rosa Harris Family Farm, LLC

Signature: _____
Samuel Harris II

As its: Manager

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Samuel Harris II, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 16th day of July, 2025.

Lady Kassama (SEAL)
NOTARY PUBLIC

Expiration Date: October 13, 2027

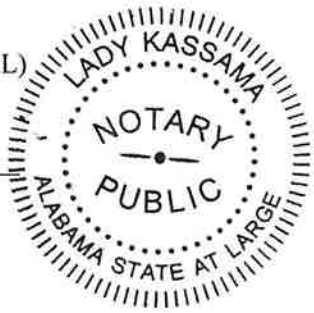
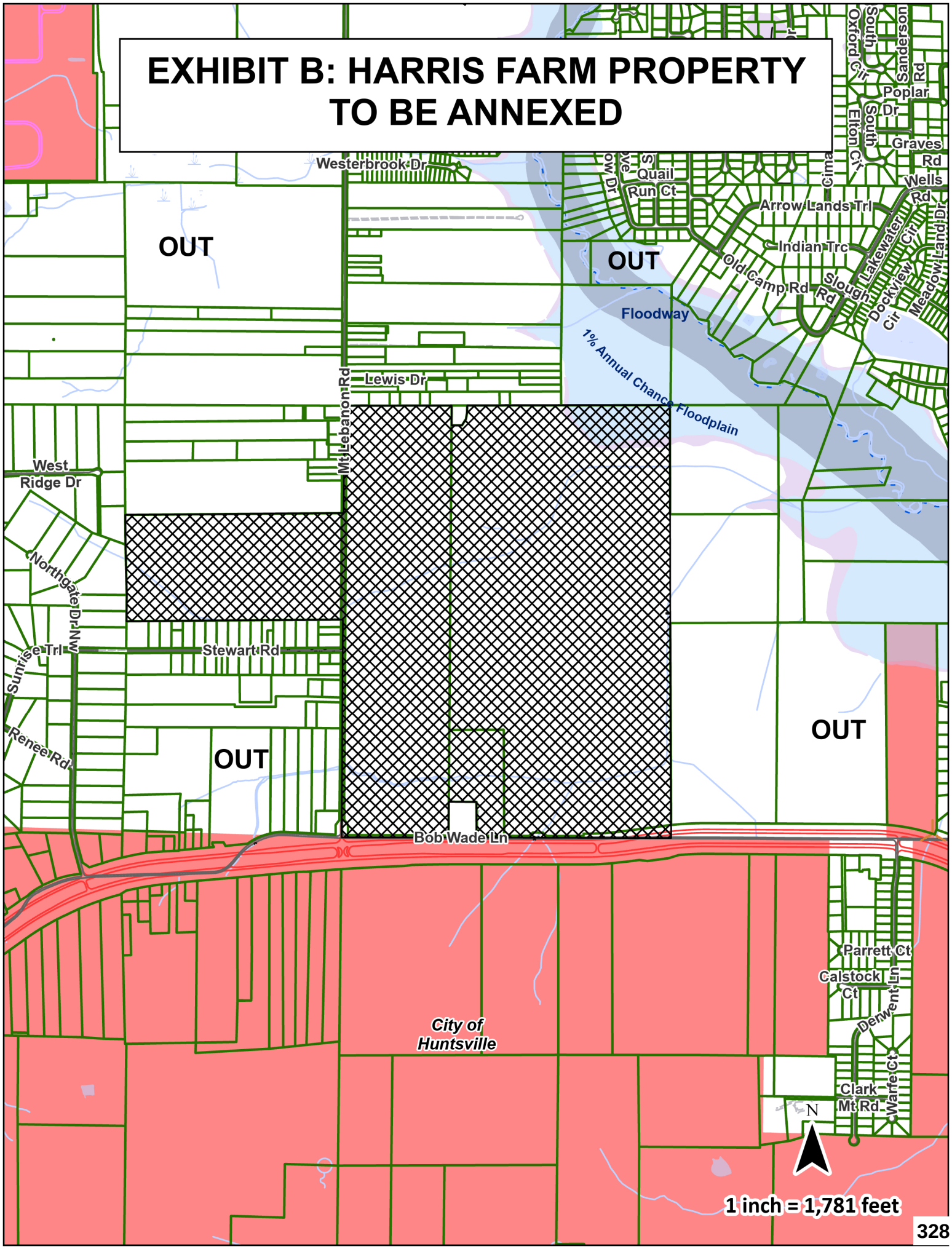


Exhibit “A”
(Legal Description of the Property)

All that part of Section 26 and 27, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama more particularly described as commencing at a point located at the Southeast Corner of said Section 26; thence from the Point of Commencement, North 89 Degrees 30 Minutes 56 Seconds West a distance of 1352.62 feet to a point; said point is described as being the Point of Beginning; thence from the Point of Beginning, North 89 Degrees 27 Minutes 54 Seconds West a distance of 2408.19 feet to a point; thence North 00 Degrees 00 Minutes 00 Seconds East a distance of 439.46 feet to a point; North 88 Degrees 59 Minutes 24 Seconds West a distance of 343.00 feet to a point; South 00 Degrees 54 Minutes 11 Seconds West a distance of 442.30 feet to a point; North 89 Degrees 27 Minutes 54 Seconds West a distance of 1322.77 feet to a point in the center of Mt Lebanon Rd; thence along the centerline of said Mt Lebanon Rd, North 00 Degrees 48 Minutes 06 Seconds East a distance of 2690.66 feet to a point; thence leaving the centerline of said Mt Lebanon Rd, South 90 Degrees 00 Minutes 00 Seconds West a distance of 2683.43 feet to a point; North 00 Degrees 13 Minutes 46 Seconds West a distance of 1311.78 feet to a point; North 90 Degrees 00 Minutes 00 Seconds East a distance of 2707.03 feet to a point in the center of Mt Lebanon Rd; thence along the centerline of said Mt Lebanon Rd, North 00 Degrees 48 Minutes 06 Seconds East a distance of 1323.45 feet to a point; thence leaving the centerline of said Mt Lebanon Rd, South 89 Degrees 33 Minutes 26 Seconds East a distance of 1344.61 feet to a point; South 00 Degrees 56 Minutes 58 Seconds West a distance of 244.00 feet to a point; South 89 Degrees 33 Minutes 26 Seconds East a distance of 129.00 feet to a point; North 33 Degrees 13 Minutes 02 Seconds East a distance of 93.00 feet to a point; North 10 Degrees 12 Minutes 12 Seconds East a distance of 83.00 feet to a point; North 00 Degrees 56 Minutes 58 Seconds East a distance of 84.00 feet to a point; South 89 Degrees 33 Minutes 26 Seconds East a distance of 2507.07 feet to a point; South 00 Degrees 48 Minutes 43 Seconds West a distance of 2675.03 feet to a point; South 00 Degrees 00 Minutes 43 Seconds East a distance of 2657.58 feet back to the Point of Beginning and containing 572.48 acres, more or less.


EXHIBIT B: HARRIS FARM PROPERTY TO BE ANNEXED
OUT
OUT
OUT
OUT
Westerbrook Dr
Quail Run Ct
Arrow Lands Trl
Indian Trc
Old Camp Rd
Slough Rd
Lakewater Cir
Dockview Cir
Meadow Land Dr
Floodway
1% Annual Chance Floodplain
Lewis Dr
Mt Lebanon Rd
West Ridge Dr
Northgate Dr NW
Sunrise Trl
Stewart Rd
Renee Rd
Bob Wade Ln
Oxford Cir
South Sanderson Rd
Poplar Dr
Elton Cir
South Graves Rd
Wells Rd
Parrett Ct
Calstock Ct
Derwent Ln
Clark Mt Rd
Ware Ct
City of Huntsville
N
1 inch = 1,781 feet

ANNEXATION SUMMARY: HARRIS FARM

June 23, 2025

PETITIONER:	The Sam and Rosa Harris Family Farm, LLC, by Samuel Harris II, as its Manager
LOCATION:	On the north of Bob Wade Rd and east and west of Mt. Lebanon Rd Township 2 South, Range 1 West, Section 26 & 27 1009 Bob Wade Ln NW and 428 Mt Lebanon Rd, Toney, AL 35773
ACREAGE:	572.48 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Harris Farm

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

RESIDENTIAL AND COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPIES ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner Samuel Harris II Date 06/20/2025

For: Sam & Rosa Harris Family Farm, LLC As its: Manager

Petitioner _____ Date _____

For: _____ As its: _____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-688

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5789

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 25 - _____

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

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

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-689

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: See comments below.

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:

$500.00 - Donation to the Music Office for speaking at an Alabama Mountain Lakes Tourist Event.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5535

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: See comments below.

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:

$500.00 - Donation to the Music Office for speaking at an Alabama Mountain Lakes Tourist Event.

RESOLUTION NO. 25- _____

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

Donation to the Music Office for speaking at an Alabama Mountain Lakes Tourist Event in the amount of $500.00.

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

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-690

Department: Finance

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

Resolution calling for redemption of certain outstanding general obligation warrants of the City.

Resolution No.

Finance Information:

Account Number: Fund 3202, Fund 3204 and Fund 3206

City Cost Amount: $0

Total Cost: $31,395,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: NA

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5822

Department: Finance

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

Resolution calling for redemption of certain outstanding general obligation warrants of the City.

Resolution No.

Finance Information:

Account Number: Fund 3202, Fund 3204 and Fund 3206

City Cost Amount: $0

Total Cost: $31,395,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: NA

Resolution #: N/A

Location: (list below)

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

Additional Comments:

RESOLUTION NO . _____

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

Section 1. Findings. The Council hereby finds and declares as follows:

(a) Pursuant to Ordinance No. 14-625 adopted by the Council on August 28, 2014 (the "2014-A Ordinance"), the City issued its $54,110,000 initial aggregate principal amount of General Obligation Refunding Warrants, Series 2014-A, dated the date of their original delivery (the "Series 2014-A Warrants"), which are presently outstanding, bear interest at such rates, and mature or are subject to mandatory redemption on August 1 in the years and principal amounts, as follows:

Maturity Date (August 1)	Principal Amount	Interest Rate
2026	$5,060,000	5.000%
2027	5,310,000	5.000
2028	60,000	3.000
2029	3,115,000	4.000
2030	1,365,000	4.000
2031	1,415,000	4.000
2032	1,470,000	4.000
2033	1,535,000	4.000
2034	1,595,000	4.000
2035	1,660,000	3.500
2036	1,715,000	3.500
2037	1,770,000	3.500

(b) Pursuant to Ordinance No. 16-432 adopted by the Council on June 14, 2016 (the "2016 Ordinance"), the City issued its $32,725,000 initial aggregate principal amount of General Obligation Warrants, Series 2016-A, dated the date of their original delivery (the "Series 2016-A Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$1,845,000	5.000%
2027	1,940,000	5.000
2028	2,035,000	5.000
2029	2,140,000	5.000
2030	2,245,000	5.000
2031	2,355,000	5.000
2032	2,475,000	5.000
2033	2,600,000	5.000
2034	2,730,000	5.000

2035	2,865,000	5.000
2036	3,010,000	5.000

(c) Pursuant to the 2016 Ordinance, the City issued its $36,030,000 initial aggregate principal amount of General Obligation Refunding Warrants, Series 2016-C, dated the date of their original delivery (the "Series 2016-C Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$2,335,000	5.000%
2027	2,450,000	5.000
2028	6,555,000	3.000
2029	3,060,000	3.000

(d) Pursuant to Ordinance No. 18-106 adopted by the Council on February 21, 2018 (the "2018-B Ordinance"), the City issued its $61,985,000 initial aggregate principal amount of General Obligation Warrants, Series 2018-B, dated the date of their original delivery (the "Series 2018-B Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$2,660,000	5.000%
2027	2,795,000	5.000
2028	2,930,000	5.000
2029	3,080,000	5.000
2030	3,235,000	5.000
2031	3,395,000	5.000
2032	3,565,000	5.000
2033	3,740,000	5.000
2034	3,930,000	5.000
2035	4,125,000	5.000
2036	4,330,000	5.000
2037	4,550,000	5.000
2038	4,775,000	5.000

(e) Pursuant to Ordinance No. 19-454 adopted by the Council on May 30, 2019 (the "2019-A Ordinance"), the City issued its $77,000,000 initial aggregate principal amount of General Obligation Warrants, Series 2019-A, dated the date of their original delivery (the "Series 2019-A Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$3,105,000	5.000%
2027	3,255,000	5.000
2028	3,425,000	5.000
2029	3,590,000	5.000
2030	3,775,000	5.000
2031	3,960,000	5.000
2032	4,160,000	5.000
2033	4,365,000	5.000
2034	4,585,000	5.000
2035	4,815,000	5.000
2036	5,055,000	5.000
2037	5,305,000	5.000
2038	5,575,000	5.000
2039	5,850,000	5.000

(f) Pursuant to Ordinance No. 20-934 adopted by the Council on October 22, 2020 (the "2020-C Ordinance"), the City issued its $31,210,000 initial aggregate principal amount of Taxable General Obligation Warrants, Series 2020-C, dated the date of their original delivery (the "Series 2020-C Warrants"), which are presently outstanding, bear interest at such rates, and mature on September 1 in the years and principal amounts, as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2025	$5,000,000	2.000%
2026	3,960,000	2.000
2027	1,170,000	2.000
2028	1,070,000	2.000
2029	1,085,000	2.000
2030	1,115,000	2.000
2031	1,135,000	1.600
2032	70,000	1.800
2033	1,700,000	1.800
2034	1,725,000	1.900

(g) The various series of warrants described above may be redeemed and retired, at the option of the City, prior to their stated dates of maturity, as follows:

(i) under and pursuant to the 2014-A Ordinance, those of the Series 2014-A Warrants maturing on and after August 1, 2025 may be called for redemption and payment by the City, in whole or in part, on August 1, 2024, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2014-A Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(ii) under and pursuant to the 2016 Ordinance, those of the Series 2016-A Warrants maturing on and after May 1, 2027 may be called for redemption and payment by the City, in whole or in part, on May 1, 2026, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2016-A Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(iii) under and pursuant to the 2016 Ordinance, those of the Series 2016-C Warrants maturing on and after May 1, 2027 may be called for redemption and payment by the City, in whole or in part, on May 1, 2026, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2016-C Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(iv) under and pursuant to the 2018-B Ordinance, those of the Series 2018-B Warrants maturing on and after May 1, 2028 may be called for redemption and payment by the City, in whole or in part, on November 1, 2027, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2018-B Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(v) under and pursuant to the 2019-A Ordinance, those of the Series 2019-A Warrants maturing on and after May 1, 2030 may be called for redemption and payment by the City, in whole or in part, on May 1, 2029, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2019-A Warrants called for redemption plus accrued interest thereon to the date set for redemption; and

(vi) under and pursuant to the 2020-C Ordinance, those of the Series 2020-C Warrants maturing on and after September 1, 2031 may be called for redemption and payment by the City, in whole or in part, on September 1, 2030, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2020-C Warrants called for redemption plus accrued interest thereon to the date set for redemption.

(h) Under the provision of Section 11-99-1 et seq., Code of Alabama 1975, as amended, the City heretofore established various tax increment districts to finance certain public capital improvements within portions of the City paid for with proceeds of the warrants hereinabove described, as follows:

(i) tax increment district 2 ("TIF 2"), a portion of which such improvements were financed or refinanced with proceeds of portions of the Series 2020-C Warrants;

(ii) tax increment district 4 ("TIF 4"), a portion of which such improvements were financed or refinanced with proceeds of portions of the Series 2014-A Warrants and the Series 2016-C Warrants; and

(iii) tax increment district 6 ("TIF 6"), a portion of which such improvements were financed or refinanced with proceeds of portions of the Series 2016-A Warrants, the Series 2018-B Warrants, and the Series 2019-A Warrants.

(i) The City has determined to redeem, pay, and retire, using revenues collected from TIF 2 ("TIF 2 Revenues") portions of the Series 2020-C Warrants, as follows (such portions, the "Defeased Series 2020-C Warrants"):

Defeased Series 2020-C Warrants

Maturity Date (September 1)	Principal Amount	Interest Rate
2026	$405,000	2.000%
2027	415,000	2.000

(j) The City has determined to redeem, pay, and retire, using revenues collected from TIF 4 ("TIF 4 Revenues") portions of the Series 2014-A Warrants (such portions, the "Defeased Series 2014-A Warrants") and portions of the Series 2016-C Warrants (such portions, the "Defeased Series 2016-C Warrants"), as follows:

Defeased Series 2014-A Warrants

Maturity Date (August 1)	Principal Amount	Interest Rate
2026	$1,140,000	5.000%
2027	1,195,000	5.000
2028	60,000	3.000
2029	60,000	4.000
2030	1,365,000	4.000
2031	1,415,000	4.000
2032	1,470,000	4.000
2033	1,535,000	4.000
2034	1,595,000	4.000
2035	1,660,000	3.500
2036	1,715,000	3.500
2037	1,770,000	3.500

Defeased Series 2016-C Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2028	1,175,000	3.000%
2029	1,150,000	3.000

(k) The City has determined to redeem, pay, and retire, using revenues collected from TIF 6 ("TIF 6 Revenues") portions of the Series 2016-A Warrants (such portions, the "Defeased Series 2016-A Warrants"), portions of the Series 2018-B Warrants (such portions, the "Defeased Series 2018-B Warrants"), and portions of the Series 2019-A Warrants (such portions, the "Defeased Series 2019-A Warrants"), as follows:

Defeased Series 2016-A Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$240,000	5.000%
2027	255,000	5.000
2028	265,000	5.000
2029	280,000	5.000
2030	295,000	5.000
2031	310,000	5.000
2032	325,000	5.000
2033	340,000	5.000
2034	355,000	5.000
2035	375,000	5.000
2036	395,000	5.000

Defeased Series 2018-B Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$375,000	5.000%
2027	390,000	5.000
2028	410,000	5.000
2029	430,000	5.000
2030	455,000	5.000
2031	475,000	5.000
2032	500,000	5.000
2033	525,000	5.000
2034	550,000	5.000
2035	580,000	5.000
2036	605,000	5.000
2037	635,000	5.000
2038	670,000	5.000

Defeased Series 2019-A Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$165,000	5.000%
2027	175,000	5.000
2028	180,000	5.000
2029	190,000	5.000

2030	200,000	5.000
2031	210,000	5.000
2032	220,000	5.000
2033	235,000	5.000
2034	245,000	5.000
2035	255,000	5.000
2036	270,000	5.000
2037	285,000	5.000
2038	295,000	5.000
2039	310,000	5.000

(l) The City is not in default in the payment of the principal of or the interest or premium, if any, on any of the Series 2014-A Warrants, the Series 2016-A Warrants, the Series 2016-C Warrants, the Series 2018-B Warrants, the Series 2019-A Warrants, or the Series 2020-C Warrants, and no default has occurred under the 2014-A Ordinance, the 2016 Ordinance, the 2018-B Ordinance, the 2019-A Ordinance, or the 2020-C Ordinance.

Section 1. Calls for Early Redemption and Payment. (a) **Call of Defeased Series 2014-A Warrants**. Acting pursuant to the provisions of the 2014-A Ordinance, the Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on October 1, 2025, or such other date as identified by the Finance Director of the City that is not more than ninety (90) days from the date hereof (the "2014-A Redemption Date"), all of the Defeased Series 2014-A Warrants, the redemption of the Defeased Series 2014-A Warrants to be effected at and for a redemption price equal to 100% of the principal amount thereof plus accrued interest to the 2014-A Redemption Date.

(b) **Call of Called Defeased Series 2016-A Warrants**. Acting pursuant to the provisions of the 2016 Ordinance, the Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on May 1, 2026 (the "2016 Redemption Date"), those of the Defeased Series 2016-A Warrants maturing on May 1, 2027, and thereafter (the "Called Defeased Series 2016-A Warrants"), the redemption of the Called Defeased Series 2016-A Warrants to be effected at and for a redemption price equal to 100% of the principal amount thereof plus accrued interest to the 2016 Redemption Date.

(c) **Call of Defeased Series 2016-C Warrants**. Acting pursuant to the provisions of the 2016 Ordinance, the Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on the 2016 Redemption Date, all of the Defeased Series 2016-C Warrants, the redemption of the Defeased Series 2016-C Warrants to be effected at and for a redemption price equal to 100% of the principal amount thereof plus accrued interest to the 2016 Redemption Date.

(d) **Call of Called Defeased Series 2018-B Warrants**. Acting pursuant to the provisions of the 2018-B Ordinance, the Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on November 1, 2027 (the "2018-B Redemption Date"), those of the Defeased Series 2018-B Warrants maturing on May 1, 2028, and thereafter (the "Called Defeased Series 2018-B Warrants"), the redemption of the Called Defeased Series 2018-

B Warrants to be effected at and for a redemption price equal to 100% of the principal amount thereof plus accrued interest to the 2018-B Redemption Date.

(e) **Call of Called Defeased Series 2019-A Warrants**. Acting pursuant to the provisions of the 2019-A Ordinance, the Council does hereby elect to redeem and pay, and does hereby call for redemption and payment, on May 1, 2029 (the "2019-A Redemption Date"), those of the Defeased Series 2019-A Warrants maturing on May 1, 2030, and thereafter (the "Called Defeased Series 2019-A Warrants"), the redemption of the Called Defeased Series 2019-A Warrants to be effected at and for a redemption price equal to 100% of the principal amount thereof plus accrued interest to the 2019-A Redemption Date.

Section 2. Authorization of Escrow Trust Agreement. (a) The Mayor is hereby authorized and directed to execute and deliver, by and on behalf of the City, one or more escrow trust agreements, with Regions Bank as escrow trustee, in substantially the form presented to the meeting at which this resolution is adopted (which form shall be attached as Exhibit I to the minutes of the meeting at which this resolution is adopted and is adopted in all respects as if set out in full herein), with such changes as the Finance Director of the City shall approve (an "Escrow Trust Agreement"), providing for the payment and redemption of Defeased Series 2014-A Warrants, Defeased Series 2016-A Warrants, Defeased Series 2016-C Warrants, Defeased Series 2018-B Warrants, Defeased Series 2019-A Warrants, and Defeased Series 2020-C Warrants. The City Clerk is hereby authorized and directed to affix the seal of the City to each Escrow Trust Agreement and to attest the same.

(b) The Finance Director of the City is hereby authorized and directed to cause amounts to be deposited into the funds and accounts of an Escrow Trust Agreement to be invested in such securities or other obligations as the Finance Director shall determine most advisable for the refinancing of the Defeased Warrants (hereinafter defined). The Finance Director is hereby further authorized to work with PFM Financial Advisors LLC ("PFM"), and such affiliates of PFM or other entities as shall be recommended by PFM, in bidding and subscribing for securities to be invested in the funds and accounts of each Escrow Trust Agreement for the redemption and payment of the Defeased Series 2014-A Warrants, the Defeased Series 2016-A Warrants, the Defeased Series 2016-C Warrants, the Defeased Series 2018-B Warrants, the Defeased Series 2019-A Warrants, and the Defeased Series 2020-C Warrants (collectively, the "Defeased Warrants").

Section 3. Redemption and Payment of the Defeased Warrants. (a) **Source of Funds for Redemption and Payment of Defeased Warrants**. The City has determined to redeem, pay, and retire (i) the Defeased Series 2020-C Warrants with TIF 2 Revenues, (ii) the Defeased Series 2014-A Warrant and Defeased Series 2016-C Warrants with TIF 4 Revenues, and (iii) the Defeased Series 2016-A Warrants, Defeased Series 2018-B Warrants, and Defeased Series 2019-A Warrants with TIF 6 Revenues.

(b) **Authorized Activities of Paying Agent Respecting Defeased Warrants to be Called for Early Redemption**. Regions Bank, in its capacity as paying agent for the Defeased Warrants, is hereby authorized and directed:

(i) to give notice of and effect the call for redemption of the Called Defeased Series 2016-A Warrants in the manner provided in the 2016 Ordinance, and to give notice of and effect the redemption of the Called Defeased Series 2016-A Warrants in the manner provided in the 2016 Ordinance, and to take all other actions as shall be necessary or desirable to carry-out the payment and redemption (such redemption to occur on the 2016 Redemption Date) of the Called Defeased Series 2016-A Warrants, as aforesaid,

(ii) to give notice of and effect the call for redemption of the Defeased Series 2016-C Warrants in the manner provided in the 2016 Ordinance, and to give notice of and effect the redemption of the Defeased Series 2016-C Warrants in the manner provided in the 2016 Ordinance, and to take all other actions as shall be necessary or desirable to carry-out the payment and redemption (such redemption to occur on the 2016 Redemption Date) of the Defeased Series 2016-C Warrants, as aforesaid,

(iii) to give notice of and effect the call for redemption of the Called Defeased Series 2018-B Warrants in the manner provided in the 2018-B Ordinance, and to give notice of and effect the redemption of the Called Defeased Series 2018-B Warrants in the manner provided in the 2018-B Ordinance, and to take all other actions as shall be necessary or desirable to carry-out the payment and redemption (such redemption to occur on the 2018-B Redemption Date) of the Called Defeased Series 2018-B Warrants, as aforesaid, and

(iv) to give notice of and effect the call for redemption of the Called Defeased Series 2019-A Warrants in the manner provided in the 2019-A Ordinance, and to give notice of and effect the redemption of the Called Defeased Series 2019-A Warrants in the manner provided in the 2019-A Ordinance, and to take all other actions as shall be necessary or desirable to carry-out the payment and redemption (such redemption to occur on the 2019-A Redemption Date) of the Called Defeased Series 2019-A Warrants, as aforesaid.

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(c) In order to effect the redemption and payment of the Defeased Warrants, there shall be remitted to Regions Bank, as escrow trustee under the Escrow Trust Agreement or Escrow Trust Agreements, as the case may be:

(i) from TIF 2 Revenues (and from such other sources as may be determined necessary by the Finance Director) such amount as the Finance Director, acting upon the advice and guidance of PFM, shall determine necessary to pay maturing installments of principal of and interest on, and the redemption

price of, the Defeased Series 2020-C Warrants as and when the same come due through and including the 2020-C Redemption Date;

(ii) from TIF 4 Revenues (and from such other sources as may be determined necessary by the Finance Director) such amount as the Finance Director, acting upon the advice and guidance of PFM, shall determine necessary to pay maturing installments of principal of and interest on, and the redemption price of (A) the Defeased Series 2014-A Warrants through and including the 2014-A Redemption Date, and (B) the Defeased Series 2016-C Warrants through and including the 2016 Redemption Date; and

(iii) from TIF 6 Revenues (and from such other sources as may be determined by the Finance Director) such amount as the Financing Director, acting on the advice and guidance of PFM, shall determine necessary to pay maturing installments of principal of and interest on (A) the Defeased Series 2016-A Warrants, the Defeased Series 2018-B Warrants, and the Defeased Series 2019-A Warrants, and to pay the redemption price of (I) the Called Defeased Series 2016-A Warrants on the 2016 Redemption Date, (II) the Called Defeased Series 2018-B Warrants on the 2018-B Redemption Date, and (III) the Called Defeased Series 2019-A Warrants on the 2019-A Redemption Date.

(d) Amounts deposited into any of the funds or accounts of an Escrow Trust agreement shall be invested as determined by the Financing Director, acting at the advice and guidance of PFM.

(e) The Mayor, the Finance Director, and the City Clerk, or any of them, are hereby authorized and directed to take or cause to be taken, in the name and behalf of the City, all of the actions required by the provisions of ordinances described above to be taken in order to effect the payment, defeasance, and early call for redemption, as the case may be, of the Defeased Warrants as aforesaid. Without limiting the generality of the foregoing, the Finance Director is hereby authorized to cause payment of all reasonable costs and expenses in connection with the defeasances and payment of the Defeased Warrants, and the investment of funds pending such defeasances and payment, herein authorized.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

ESCROW TRUST AGREEMENT

between

CITY OF HUNTSVILLE

and

REGIONS BANK

Dated _____, 2025

This **ESCROW TRUST AGREEMENT** is dated _____, and entered into by and between the **CITY OF HUNTSVILLE**, a municipal corporation under the laws of the State of Alabama (herein called the "City"), and **REGIONS BANK**, an Alabama banking corporation (herein called the "Escrow Trustee").

R E C I T A L S:

The City makes the following recitals and representations as the basis for the undertakings herein contained:

(1) Pursuant to Ordinance No. 14-625 adopted by the Council on August 28, 2014 (the "2014-A Ordinance"), the City issued its $54,110,000 initial aggregate principal amount of General Obligation Refunding Warrants, Series 2014-A, dated the date of their original delivery (the "Series 2014-A Warrants"), which are presently outstanding, bear interest at such rates, and mature or are subject to mandatory redemption on August 1 in the years and principal amounts, as follows:

Maturity Date (August 1)	Principal Amount	Interest Rate
2026	$5,060,000	5.000%
2027	5,310,000	5.000
2028	60,000	3.000
2029	3,115,000	4.000
2030	1,365,000	4.000
2031	1,415,000	4.000
2032	1,470,000	4.000
2033	1,535,000	4.000
2034	1,595,000	4.000
2035	1,660,000	3.500
2036	1,715,000	3.500
2037	1,770,000	3.500

(2) Pursuant to Ordinance No. 16-432 adopted by the Council on June 14, 2016 (the "2016 Ordinance"), the City issued its $32,725,000 initial aggregate principal amount of General Obligation Warrants, Series 2016-A, dated the date of their original delivery (the "Series 2016-A Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$1,845,000	5.000%
2027	1,940,000	5.000
2028	2,035,000	5.000
2029	2,140,000	5.000
2030	2,245,000	5.000

2031	2,355,000	5.000
2032	2,475,000	5.000
2033	2,600,000	5.000
2034	2,730,000	5.000
2035	2,865,000	5.000
2036	3,010,000	5.000

(3) Pursuant to the 2016 Ordinance, the City issued its $36,030,000 initial aggregate principal amount of General Obligation Refunding Warrants, Series 2016-C, dated the date of their original delivery (the "Series 2016-C Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	**Principal Amount**	**Interest Rate**
2026	$2,335,000	5.000%
2027	2,450,000	5.000
2028	6,555,000	3.000
2029	3,060,000	3.000

(4) Pursuant to Ordinance No. 18-106 adopted by the Council on February 21, 2018 (the "2018-B Ordinance"), the City issued its $61,985,000 initial aggregate principal amount of General Obligation Warrants, Series 2018-B, dated the date of their original delivery (the "Series 2018-B Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	**Principal Amount**	**Interest Rate**
2026	$2,660,000	5.000%
2027	2,795,000	5.000
2028	2,930,000	5.000
2029	3,080,000	5.000
2030	3,235,000	5.000
2031	3,395,000	5.000
2032	3,565,000	5.000
2033	3,740,000	5.000
2034	3,930,000	5.000
2035	4,125,000	5.000
2036	4,330,000	5.000
2037	4,550,000	5.000
2038	4,775,000	5.000

(5) Pursuant to Ordinance No. 19-454 adopted by the Council on May 30, 2019 (the "2019-A Ordinance"), the City issued its $77,000,000 initial aggregate principal amount of General Obligation Warrants, Series 2019-A, dated the date of their original delivery (the "Series 2019-A Warrants"), which are presently outstanding, bear interest at such rates, and mature on May 1 in the years and principal amounts, as follows:

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$3,105,000	5.000%
2027	3,255,000	5.000
2028	3,425,000	5.000
2029	3,590,000	5.000
2030	3,775,000	5.000
2031	3,960,000	5.000
2032	4,160,000	5.000
2033	4,365,000	5.000
2034	4,585,000	5.000
2035	4,815,000	5.000
2036	5,055,000	5.000
2037	5,305,000	5.000
2038	5,575,000	5.000
2039	5,850,000	5.000

(6) Pursuant to Ordinance No. 20-934 adopted by the Council on October 22, 2020 (the "2020-C Ordinance"), the City issued its $31,210,000 initial aggregate principal amount of Taxable General Obligation Warrants, Series 2020-C, dated the date of their original delivery (the "Series 2020-C Warrants"), which are presently outstanding, bear interest at such rates, and mature on September 1 in the years and principal amounts, as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate
2025	$5,000,000	2.000%
2026	3,960,000	2.000
2027	1,170,000	2.000
2028	1,070,000	2.000
2029	1,085,000	2.000
2030	1,115,000	2.000
2031	1,135,000	1.600
2032	70,000	1.800
2033	1,700,000	1.800
2034	1,725,000	1.900

(7) The various series of warrants described above may be redeemed and retired, at the option of the City, prior to their stated dates of maturity, as follows:

(i) under and pursuant to the 2014-A Ordinance, those of the Series 2014-A Warrants maturing on and after August 1, 2025 may be called for redemption and payment by the City, in whole or in part, on August 1, 2024, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2014-A Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(ii) under and pursuant to the 2016 Ordinance, those of the Series 2016-A Warrants maturing on and after May 1, 2027 may be called for redemption and payment by the City, in whole or in part, on May 1, 2026, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2016-A Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(iii) under and pursuant to the 2016 Ordinance, those of the Series 2016-C Warrants maturing on and after May 1, 2027 may be called for redemption and payment by the City, in whole or in part, on May 1, 2026, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2016-C Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(iv) under and pursuant to the 2018-B Ordinance, those of the Series 2018-B Warrants maturing on and after May 1, 2028 may be called for redemption and payment by the City, in whole or in part, on November 1, 2027, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2018-B Warrants called for redemption plus accrued interest thereon to the date set for redemption;

(v) under and pursuant to the 2019-A Ordinance, those of the Series 2019-A Warrants maturing on and after May 1, 2030 may be called for redemption and payment by the City, in whole or in part, on May 1, 2029, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2019-A Warrants called for redemption plus accrued interest thereon to the date set for redemption; and

(vi) under and pursuant to the 2020-C Ordinance, those of the Series 2020-C Warrants maturing on and after September 1, 2031 may be called for redemption and payment by the City, in whole or in part, on September 1, 2030, and on any date thereafter, at and for a redemption price equal to 100% of the principal amount of Series 2020-C Warrants called for redemption plus accrued interest thereon to the date set for redemption.

(8) On August 14, 2025, the City Council of the City (the "Council") adopted an ordinance (the "Defeasance Ordinance") under which the City determined to defease, redeem, pay, and retire, portions of (i) the Series 2014-A Warrants (such portions, the "Defeased Series 2014-A Warrants"), (ii) the Series 2016-A Warrants (such portions, the "Defeased Series 2016-A Warrants"), (iii) the Series 2016-C Warrants (such portions, the "Defeased Series 2016-C Warrants"), (iv) the Series 2018-B Warrants (such portions, the "Defeased Series 2018-B Warrants"), (v) the Series 2019-A Warrants (such portions, the "Defeased Series 2019-A Warrants"), and (vi) portions of the Series 2020-C Warrants (such portions, the "Defeased Series 2020-C Warrants"), as follows:

Defeased Series 2014-A Warrants

Maturity Date (August 1)	Principal Amount	Interest Rate
2026	$1,140,000	5.000%
2027	1,195,000	5.000
2028	60,000	3.000
2029	60,000	4.000
2030	1,365,000	4.000
2031	1,415,000	4.000
2032	1,470,000	4.000
2033	1,535,000	4.000
2034	1,595,000	4.000
2035	1,660,000	3.500
2036	1,715,000	3.500
2037	1,770,000	3.500

Defeased Series 2016-A Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$240,000	5.000%
2027	255,000	5.000
2028	265,000	5.000
2029	280,000	5.000
2030	295,000	5.000
2031	310,000	5.000
2032	325,000	5.000
2033	340,000	5.000
2034	355,000	5.000
2035	375,000	5.000
2036	395,000	5.000

Defeased Series 2016-C Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2028	$1,175,000	3.000%
2029	1,150,000	3.000

Defeased Series 2018-B Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$375,000	5.000%
2027	390,000	5.000
2028	410,000	5.000
2029	430,000	5.000

2030	455,000	5.000
2031	475,000	5.000
2032	500,000	5.000
2033	525,000	5.000
2034	550,000	5.000
2035	580,000	5.000
2036	605,000	5.000
2037	635,000	5.000
2038	670,000	5.000

Defeased Series 2019-A Warrants

Maturity Date (May 1)	Principal Amount	Interest Rate
2026	$165,000	5.000%
2027	175,000	5.000
2028	180,000	5.000
2029	190,000	5.000
2030	200,000	5.000
2031	210,000	5.000
2032	220,000	5.000
3033	235,000	5.000
2034	245,000	5.000
2035	255,000	5.000
2036	270,000	5.000
2037	285,000	5.000
2038	295,000	5.000
2039	310,000	5.000

Defeased Series 2020-C Warrants

Maturity Date (September 1)	Principal Amount	Interest Rate
2026	$405,000	2.000%
2027	415,000	2.000

(9) As used herein, the Defeased Series 2014-A Warrants, the Defeased Series 2016-A Warrants, the Defeased Series 2016-C Warrants, the Defeased Series 2018-B Warrants, the Defeased Series 2019-A Warrants and the Defeased Series 2020-C Warrants are referred to collectively from time to time as the "Defeased Warrants". Under the Defeasance Ordinance, the Council did hereby call for redemption and payment certain of the Defeased Warrants, as follows:

(i) on [_____] (the "2014-A Redemption Date"), all of the Defeased Series 2014-A Warrants,

(ii) on May 1, 2026 (the "2016 Redemption Date"), those of the Defeased Series 2016-A Warrants maturing on

May 1, 2027, and thereafter (the "Called Defeased Series 2016-A Warrants"),

(iii) on the 2016 Redemption Date, all of the Defeased Series 2016-C Warrants,

(iv) on November 1, 2027 (the "2018-B Redemption Date"), those of the Defeased Series 2018-B Warrants maturing on May 1, 2028, and thereafter (the "Called Defeased Series 2018-B Warrants"), and

(v) on May 1, 2029 (the "2019-A Redemption Date"), those of the Defeased Series 2019-A Warrants maturing on May 1, 2030, and thereafter (the "Called Defeased Series 2019-A Warrants").

(10) In order to provide the funds necessary to effect the defeasance, payment and redemption, as the case may be, of the Defeased Warrants as aforesaid, the City is entering into this Agreement.

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

Section 1. **The Escrow Fund**. There is hereby created a special irrevocable trust fund which shall be maintained as a separate fund and not commingled with any other funds of the Escrow Trustee, the full name of which shall be the "Defeased Warrants Escrow Fund" (herein called the "Escrow Fund"), and which shall be applied for the redemption and payment of the Defeased Warrants as hereinafter specified.

Section 2. **Deposits to Escrow Fund; Investment of Escrow Fund.** (a) The City hereby deposits with the Escrow Trustee cash in the amount of [$_____] for the defeasance, payment and redemption of the Defeased Warrants (the "Escrow Fund Cash Deposit").

(b) Contemporaneously with the delivery of this Escrow Trust Agreement, the Escrow Trustee shall cause $[_____] of the deposit referred to in (a) immediately above to be invested in direct obligations of the United States of America as described on Appendix I hereto (all such direct obligations of the United States of America being herein called the "Federal Securities"), with the remaining amount of $[___] to be held on deposit in the Escrow Fund and used for the defeasance, payment and redemption of a portion of the Defeased Warrants or as otherwise directed in writing to the Escrow Trustee by the Finance Director of the City.

(c) The Escrow Trustee shall receive all remittances paid or remitted by the United States of America with respect to investments in the funds hereinabove described, and the Escrow Trustee shall make any presentment for payment that may be necessary or appropriate with respect to any of the securities on deposit in the Escrow Fund hereinabove described.

(d) No investment of moneys on deposit in the Escrow Fund herein described shall be made except in accordance with this Section 2.

(e) Except as set forth in Section 3 hereof, any balance of the amounts deposited with the Escrow Trustee and into the Escrow Fund described above not used to purchase Federal Securities shall be held as uninvested cash in the Escrow Fund.

Section 3. **Application of the Escrow Fund**. (a) The Escrow Trustee shall apply all amounts and proceeds of investments in the Escrow Fund solely for the payment and early redemption of the Defeased Warrants, as follows:

(i) Payment of maturing installments of the principal and interest on the Defeased Series 2014-A Warrants through and including the 2014-A Redemption Date, and to pay the redemption price of the Defeased Series 2014-A Warrants due on the 2014-A Redemption Date,

(ii) Payment of maturing installments of the principal and interest on the Defeased Series 2016-A Warrants through and including the 2016 Redemption Date, and to pay the redemption price of the Called Defeased Series 2016-A Warrants due on the 2016 Redemption Date,

(iii) Payment of maturing installments of the principal and interest on the Defeased Series 2016-C Warrants through and including the 2016 Redemption Date, and to pay the redemption price of the Defeased Series 2016-C Warrants due on the 2016 Redemption Date,

(iv) Payment of maturing installments of the principal and interest on the Defeased Series 2018-B Warrants through and including the 2018-B Redemption Date, and to pay the redemption price of the Called Defeased Series 2018-B Warrants due on the 2018-B Redemption Date,

(v) Payment of maturing installments of the principal and interest on the Defeased Series 2019-A Warrants through and including the 2019-A Redemption Date, and to pay the redemption price of the Called Defeased Series 2019-A Warrants due on the 2019-A Redemption Date, and

(vi) Payment of maturing installments of the principal and interest on the Defeased Series 2020-C Warrants.

Section 4. **Sufficiency of Escrow Fund; Remaining Funds**. (a) Based upon information and advice provided by [_____], as verification agent, and PFM Financial Advisors LLC, financial advisor to the City, if the principal of and interest on the escrow securities in the Escrow Fund are paid according to their terms, the payment of such principal and interest,

together with all uninvested cash in the Escrow Fund, will produce amounts sufficient to make full and timely payment of the obligations described in Section 3(a) of this Agreement. Upon the funding and investment of the Escrow Fund as set forth in this Agreement, the Defeased Warrants shall be deemed and considered paid in full and no longer outstanding.

(b) Any moneys remaining on deposit in the Escrow Fund and not needed for payment and redemption of the Defeased Warrants shall be paid over to the City as directed in writing to the Escrow Trustee by the Mayor or the Finance Director of the City.

Section 5. **Provisions for Redemption of Defeased Warrants.** (a) The City hereby irrevocably designates the Escrow Trustee as its agent to effect, in accordance with the provisions of the ordinances described above and under which the Defeased Warrants were issued (the "Defeased Warrants Ordinances"), the defeasance, redemption, and payment of the Defeased Warrants, and the call for early redemption of the Defeased Series 2014-A Warrants, the Called Defeased Series 2016-A Warrants, the Defeased Series 2016-C Warrants, the Called Defeased Series 2018-B Warrants, and the Called Defeased Series 2019-A Warrants. Without limiting the generality of the foregoing, the City hereby irrevocably designates the Escrow Trustee as its agent, and hereby confers on the Escrow Trustee irrevocable powers, to mail, in accordance with the Defeased Warrants Ordinances, to the registered owners of the Defeased Series 2014-A Warrants, the Called Defeased Series 2016-A Warrants, the Defeased Series 2016-C Warrants, the Called Defeased Series 2018-B Warrants, and the Called Defeased Series 2019-A Warrants (collectively, the "Called Warrants"), a notice of such redemption. The City agrees that it will not repeal, revoke or amend the Defeasance Ordinance with respect to those provisions under which the City has called for redemption and payment the Called Warrants.

Section 6. **Compensation to the Escrow Trustee**. The City will pay to the Escrow Trustee reasonable compensation for its services hereunder, and the City will, in addition, reimburse the Escrow Trustee for all reasonably necessary expenses (including reasonable attorneys' fees) incurred hereunder. If the Escrow Trustee is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Trustee's negligence or willful misconduct), the Escrow Trustee shall notify the City of the same in writing and the City shall promptly pay the Escrow Trustee for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith (including reasonable attorneys' fees, if any). The Escrow Trustee agrees, however, that its charges and expenses hereunder shall in no event be payable from or constitute a charge on the Escrow Fund herein created or any part thereof.

Section 7. **Amendments to Escrow Trust Agreement**. The parties hereto may, with the written consent of the Escrow Trustee but without the consent of or notice to the holders of the Defeased Warrants, at any time and from time to time, amend this Escrow Trust Agreement for any one or more of the following purposes:

(i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained herein; or

(ii) to make subject to the trust created herein additional funds, securities or properties.

With respect to all questions arising under this Section 7, the Escrow Trustee shall be entitled to conclusively rely upon the opinion of nationally recognized bond counsel acceptable to it.

Section 8. **Beneficiaries of this Agreement; Counterparts**. This Escrow Trust Agreement shall be binding upon, and shall inure to the benefit of, the holders of the Defeased Warrants. This Escrow Trust Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

Section 9. **Governing Law**. The provisions of this Escrow Trust Agreement shall be governed by the laws of the State of Alabama, without regard to conflict of law principles.

Section 10. **Concerning the Escrow Trustee**. It is expressly understood and agreed that the Escrow Trustee's duties and obligations in connection with this Escrow Trust Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Trust Agreement. The Escrow Trustee may consult with its counsel with respect to any question relating to the duties or responsibilities of the Escrow Trustee hereunder or otherwise in connection therewith and, with the exception of the investment and application of funds deposited with the Escrow Trustee hereunder shall not be liable for any action taken, suffered or omitted by the Escrow Trustee in good faith upon the advice of such counsel. The Escrow Trustee may act through its agents and attorneys. The Escrow Trustee may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, letter, telegram or other paper or document in good faith deemed by the Escrow Trustee to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Trustee shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Trustee shall not be liable for any action taken or neglected to be taken in the performing or the attempting of the performing of its obligation hereunder other than for its negligence or willful misconduct.

IN WITNESS WHEREOF, the City and the Escrow Trustee have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

CITY OF HUNTSVILLE

By:_____
Mayor

[SEAL]

Attest:_____
City Clerk

REGIONS BANK

By: _____

Its:_____

[SEAL]

Attest:_____

Its: _____

APPENDIX I

Type of Security	Type of SLGS	Maturity Date	Par Amount	Rate

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-691

Department: Finance

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

Ordinance amending Budget Ordinance No. 24-700, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
$4,957.00 - Establish a transfer appropriation to the PBA City Hall Borrow Fund for the construction of a doorway funded by a decrease in the City Clerk operating appropriation.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5790

Department: Finance

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

Ordinance amending Budget Ordinance No. 24-700, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: Varies

City Cost Amount: $ Varies

Total Cost: $ Varies

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:
$4,957.00 - Establish a transfer appropriation to the PBA City Hall Borrow Fund for the construction of a doorway funded by a decrease in the City Clerk operating appropriation.

ORDINANCE NO. 25 – _____

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

In the GENERAL FUND:

Establish a transfer appropriation to the PBA City Hall Borrow Fund in the amount of $4,957.00 for the construction of a doorway funded by a decrease in the City Clerk operating appropriation.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-692

Department: Finance

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

Resolution authorizing the City Council to allocate a portion of the Teva Opioid Settlement to the Huntsville Police Department for the purchase of 30 AEDs.

Resolution No.

Finance Information:

Account Number: Fund 2600

City Cost Amount: $ 60,712.20

Total Cost: $ 60,712.20

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5828

Department: Finance

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

Resolution authorizing the City Council to allocate a portion of the Teva Opioid Settlement to the Huntsville Police Department for the purchase of 30 AEDs.

Resolution No.

Finance Information:

Account Number: Fund 2600

City Cost Amount: $ 60,712.20

Total Cost: $ 60,712.20

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

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

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, on February 23, 2023, the City Council of the City of Huntsville, Alabama, voted to join the State of Alabama and other local governments as participants in the Teva Opioid Settlement, and

WHEREAS, the Teva Opioid Settlement amount designated to the City of Huntsville was $641,554, to be paid in annual installments over 13 years, and

WHEREAS, the Teva Opioid Settlement Eligible Uses document includes funding for emergency medical interventions and treatments, and

WHERAS, one of the common medical side effects of Opioid Use Disorder is sudden cardiac arrest emergencies, and

WHEREAS, devices such as Automatic External Defibrillators (AEDs) can improve a cardiac arrest patient's chance of survival of a cardiac emergency from 10% without intervention to 60% with AEDs, and

WHEREAS, the Huntsville Police Department equips select patrol cars across all shifts with AEDs for use as an intermediary measure for calls involving cardiac emergencies in the event that the officers are first on the scene, and

WHEREAS, the Huntsville Police Department has requested to increase the number of patrol cars carrying these life-saving AEDs, and

BE IT RESOLVED by the City Council that the City has allocated a portion of the Teva Opioid Settlement to the Huntsville Police Department for the purchase of 30 AEDs, 30 AED Rescue Kits, and 30 Zoll AED Carry Cases, to be used by Huntsville Police Department officers to deliver emergency aid to patients suspected of suffering from opioid-related cardiac arrest, in the amount of $60,712.20.

BE IT FURTHE RESOLVED by the City Council that this is a one-time purchase of AEDs from Opioid Settlement Funds and maintenance and replacement of additional parts and accessories will be the responsibility of the Huntsville Police Department to fund.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-693

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, Parsons Corporation, Parsons Government Services, Inc., and Parsons Services Company.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 401 Diamond Drive, 401B Diamond Drive and 9700 Advanced Gateway Suite B
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5821

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement among the City of Huntsville, Parsons Corporation, Parsons Government Services, Inc., and Parsons Services Company.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 401 Diamond Drive, 401B Diamond Drive and 9700 Advanced Gateway Suite B
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-__

WHEREAS, Parsons Services Company, a Texas corporation ("PSC"), presently operates, as a tenant under certain leasehold arrangements, facilities (the "Existing Facilities") located at 401 Diamond Drive NW, Huntsville, Alabama 35806, 401B Diamond Drive NW, Huntsville, Alabama, 35806, and 9700 Advanced Gateway Suite B, Huntsville, Alabama 35808, in the corporate limits of the City and within which PCS, along with its affiliates, Parsons Corporation, a Delaware corporation ("Parsons Parent") and Parsons Government Services, Inc., a Nevada corporation ("PGSI"), conduct, among other things, software development, engineering, product testing, and other activities in the military defense industry; and

WHEREAS, the City has determined to enter an agreement with PCS, Parsons Parent, and PGSI (collectively, the "Companies"), the form of which is attached hereto (the "Project Development Agreement"), in connection with the expansion of the operations of the Companies within the City (the "Expansion Project") through a capital investment by the Company of approximately $5,000,000 and the Companies hiring at the Expansion Project up to 198 additional full-time equivalent employees earning a minimum wage of not less than $48.34/hour, exclusive of fringe benefits and overtime pay (the "Required Hourly Wage"); and

WHEREAS, under the Project Development Agreement, the City will make payments to the Company totaling up to $237,000 based upon the number of additional full-time equivalent employees earning at least the Required Hourly Wage hired by the Companies for the Expansion Project, all as more particularly described and set forth in the Project Development Agreement; and

WHEREAS, the City Council of the City hereby recites that the City's obligations under and in furtherance of the Project Development Agreement, and the transactions therein described, are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901, as amended ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the City Council has determined that the expenditure of public funds for the purpose specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville (the "Council"), that the Project Development Agreement is hereby authorized and approved, and that the Mayor be, and he is hereby, authorized and directed to execute, by and on behalf of the City, the Project Development Agreement in substantially the form attached hereto and identified as "Project Development Agreement", with such changes thereto as shall be approved by the Mayor, the Mayor herein authorized to act by and on behalf of the City for such purpose, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby further authorized and directed to execute and deliver, by and on behalf of the City, such amendments, documents, instruments, and agreements as contemplated in the Project Development Agreement or as may be necessary to accomplish the agreements contained in or that are in furtherance of the intent of the Project Development Agreement, and the City Clerk is hereby authorized to execute, attest and affix the corporate seal of the City to any such amendments, documents, instruments, and agreements.

ADOPTED this the 14th day of August, 2025.

_____

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

APPROVED this the 14th day of August, 2025.

_____

Mayor of the City of Huntsville,
Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on August 14, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City"), and each of **PARSONS CORPORATION**, a Delaware corporation ("Parsons Parent"), **PARSONS GOVERNMENT SERVICES, INC.**, a Nevada corporation ("PGSI"), and **PARSONS SERVICES COMPANY**, a Texas corporation ("PSC"). Parsons Parent, PGSI and PSC are herein referred to collectively from time to time as the "Companies"). The City and the Companies are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, PSC presently operates, as a tenant under certain leasehold arrangements, facilities (the "Existing Facilities") located at 401 Diamond Drive NW, Huntsville, Alabama 35806, 401B Diamond Drive NW, Huntsville, Alabama, 35806, and 9700 Advanced Gateway Suite B, Huntsville, Alabama 35808, within the corporate limits of the City (collectively, the "Sites") within which the Companies, among other things, conduct software development, engineering, product testing, and other activities in the military defense industry; and

WHEREAS, the personnel performing services by PSC are employed by PGSI (PSC and PGSI, together, herein called the "Operating Companies"), and currently have approximately six hundred (600) full time employees working at the Existing Facilities; and

WHEREAS, the Operating Companies operate at facilities in other parts of the United States, and recently undertook a competitive, nation-wide process to identify a location at which to expand their operations including, along with the City, sites within Georgia, Tennessee and Virginia, each of which offered incentives for the Operating Companies to expand within their respective jurisdictions; and

WHEREAS, the Companies have determined to locate the expansion at the Sites, and in connection therewith the Operating Companies represent that approximately $5,000,000 of capital investment will be made at the Existing Facilities in connection therewith (the Existing Facilities, as so expanded, the "Facility"), and the Operating Companies intend for the expansion to result in an additional 198 full-time employees, earning an average hourly wage of $48.34 exclusive of Fringe Benefits and overtime pay, to be employed and working at the Facility, all as more particularly described and set forth herein; and

WHEREAS, the City has determined that the aforesaid expansion of operations by the Operating Companies in Huntsville will substantially expand and enhance the prosperity, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) increasing the number and diversity of industrial jobs and related employment opportunities; (iii) enabling the

area surrounding the Facility to better attract and retain manufacturing and industrial enterprises; and (iv) expanding the overall tax base of the City; and

WHEREAS, the City hereby finds that the payments to PSC described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "Alabama Constitution"), and that the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Companies. (a) Parsons Parent Representations and Warranties. Parsons Parent hereby makes the following representations and warranties:

(i) Parsons Parent is duly organized and validly existing as a corporation under the laws of the State of Delaware, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by Parsons Parent requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not

limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Parsons Parent, violates, constitutes a default under or a breach of (1) Parson Parent's articles of incorporation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which Parson Parent is a party or to which Parson Parent or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to Parson Parent or any of its assets.

(iv) There is not now pending nor, to the knowledge of Parson Parent, threatened, any litigation affecting Parson Parent which questions the validity or incorporation of Parson Parent, or any of the representations and warranties of Parson Parent contained herein.

(b) PGSI Representations and Warranties. PGSI hereby makes the following representations and warranties:

(i) PGSI is duly organized and validly existing as a corporation under the laws of the State of Nevada, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by PGSI requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by PGSI, violates, constitutes a default under or a breach of (1) PGSI 's articles of incorporation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which PGSI is a party or to which PGSI or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to PGSI or any of its assets.

(iv) There is not now pending nor, to the knowledge of PGSI, threatened, any litigation affecting PGSI which questions the validity or incorporation of PGSI, or any of the representations and warranties of PGSI contained herein.

(c) PSC Representations and Warranties. PSC hereby makes the following representations and warranties:

(i) PSC is duly organized and validly existing as a corporation under the laws of the State of Texas, and has duly authorized its execution, delivery and performance of this Agreement.

(ii) Neither the execution and delivery of this Agreement, nor the performance hereof, by PSC requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(iii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by PSC, violates, constitutes a default under or a breach of (1) PSC's articles of incorporation, bylaws, or other organizational documents, (2) any agreement, instrument, contract, mortgage or indenture to which PSC is a party or to which PSC or its assets are subject, or (3) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to PSC or any of its assets.

(iv) There is not now pending nor, to the knowledge of PSC, threatened, any litigation affecting PSC which questions the validity or incorporation of PSC, or any of the representations and warranties of PSC contained herein.

ARTICLE II
OBLIGATIONS AND COMMITMENTS OF THE COMPANY

Section 2.1 Jobs Target. The Operating Companies intend to employ up to 198 Net New Full-Time Employees at the Facility, earning an average hourly wage of $48.34, exclusive of Fringe Benefits and overtime pay, in connection with the expanded operations within the City (the "Jobs Target"), and to have achieved the Jobs Target by December 31, 2029 (the "Jobs Target Deadline"). Anything in the foregoing to the contrary notwithstanding, whether express or implied, the Operating Companies are not contractually obligated to achieve the Jobs Target, and any failure of the Operating Companies to not achieve the Jobs Target shall in no way constitute a breach, default or other failure of performance by the Operating Companies under this Agreement.

Section 2.2 Additional Obligations and Commitments.

(a) PSC will use its good faith reasonable efforts to cause its landlord or landlords for the Existing Facilities to cause any construction activities regarding improvements to the Existing Facilities to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. PSC will use its good faith reasonable efforts to cause its landlord for the Existing Facilities to require any architect, general contractor, subcontractor or other business performing any work in connection with the said improvements to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Operating Companies shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Operating Companies.

(c) The Operating Companies agree that, besides the reporting described in this Agreement, the Operating Companies shall otherwise meet the reporting requirements with respect to this Agreement as provided by applicable law.

ARTICLE III
OBLIGATIONS OF THE CITY

Section 3.1 **City Payments**. (a) The City hereby agrees to make certain payments to PSC in connection with the additional Full-Time Employees at the Facility (such payments herein called the "City Payments"), up to the aggregate sum of $237,600, as follows:

(i) the City shall remit to PSC the sum of $164,400 within 90 days after one of the Operating Companies furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of at least one of the Operating Companies and submitted to the City on or before December 31, 2029 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Operating Companies employed (A) at least 600 Full-Time Employees at the Facility earning a minimum average hourly wage of $61.77, exclusive of Fringe Benefits and overtime pay, and (B) at least 137 additional Full-Time Employees at the Facility earning a minimum average hourly wage of $48.34, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Operating Companies;

(ii) the City shall remit to PSC the sum of $37,200 within 90 days after one of the Operating Companies furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of at least one of the Operating Companies and submitted to the City on or before December 31, 2029 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Operating Companies employed (A) at least 600 Full-Time Employees at the Facility earning a minimum average hourly wage of $61.77, exclusive of Fringe Benefits and overtime pay, and (B) at least 168 additional Full-Time Employees at the Facility earning a minimum average hourly wage of $48.34, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Operating Compaiesy; and

(iii) the City shall remit to PSC the sum of $36,000 within 90 days after one of the Operating Companies furnishes to the City a certificate in the form set forth on **EXHIBIT A** hereto, signed by an authorized employee of at least one of the Operating Companies and submitted to the City on or before December 31, 2029 certifying that, as of the last business day of each of the three consecutive calendar months immediately preceding the month in which such certificate is submitted, the Operating Companies employed (A) at least 600 Full-Time Employees at the Facility earning a minimum average hourly wage of $61.77, exclusive of Fringe Benefits and overtime pay, and (B) at least 198 additional Full-Time Employees at the Facility earning a minimum average hourly wage of $48.34, exclusive of Fringe Benefits and overtime pay, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Operating Companies.

(b) Each of the Operating Companies understands, acknowledges, and agrees that PSC shall not be entitled to payment under this Section 3.1(a) for any hiring targets satisfied following the Jobs Target Deadline. All Parties acknowledge that the Operating Companies may, at their sole election, simultaneously submit two or more of the certificates described in subparts (i) through (iii) of Section 3.1(a) hereof. Anything in this agreement or in the foregoing to the contrary notwithstanding, whether express or implied, in no event shall the City be obligated to pay and remit to PSC more than $237,600. For the avoidance of doubt, anything in this Agreement to the contrary notwithstanding, whether express or implied, the maximum amount payable by the City under this Agreement shall be $237,600.

(c) Anything in the foregoing to the contrary notwithstanding, whether express or implied, no certificate shall be deemed delivered by the Operating Companies for purposes of this Section 3.1 unless the Operating Companies have included valid wire or similar payment instructions for the City to use in remitting payment to PSC. Payment shall be deemed made if done in accordance with said instructions.

Section 3.2 Recapture of City Payments.

(a) The Companies acknowledge that the payments by the City pursuant to this Article III are based largely on the estimated economic impact that will be realized within the City from the capital investment made by the Companies in the construction, development and equipping of the Existing Facilities located at the Sites and additional payroll and job opportunities created by the Companies in undertaking the expansion at the Sites described in the recitals to this Agreement, and that those benefits to the City are justified only if the Operating Companies maintain the additional job creation and average minimum hourly wage targets for which PSC receives City Payments for a period of five (5) years following the earlier to occur of December 31, 2029 or such date as the City shall have remitted the final City Payment to PSC pursuant to Section 3.1 hereof (the "Jobs Maintenance Period"). In consideration thereof, the Companies agrees that, within ninety days following the first full calendar year after the Operating Companies shall have (i) certified final employment levels pursuant to Section 3.1(a)(iii)), if the Total City Payment equals $237,600 or, (ii) if the Operating Companies have certified employment levels pursuant to the other subsections of Sections 3.1(a), but not 3.1(a)(iii), for which PSC received a

City Payment less than $237,600 and, prior to having certified any additional employment levels either of the Operating Companies deliver notice to the City (an "Early City Payment Termination Notice"), that the Operating Companies desire to forfeit any right under this Agreement for PSC to receive a City Payment pursuant to those subsections of Section 3.1(a) for which the Operating Companies had not at such time submitted an employment level certification (such date, the "Benchmark Date"), and within 90 days following each annual anniversary of the Benchmark Date, the Operating Companies shall report the total average number of Full-Time Employees and the average hourly wage, exclusive of Fringe Benefits and overtime pay, for the twelve calendar months immediately preceding such anniversary. The Companies hereby understand, acknowledge, and agree that, upon delivery of an Early City Payment Termination Notice, PSC shall not be entitled to receipt of any amounts pursuant to Section 3.1(a) for employees engaged after delivery of such notice, notwithstanding the fact the Operating Companies may have hired or otherwise cause to be employed additional Full-Time Employees after the date of such notice.

(b) If, for any year during the Jobs Maintenance Period, the number of Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay reported by the Operating Companies under subsection (a) above (the "Reported Annual Employee Level") is less than the Base Employment Figure, the Companies shall owe the City a payment (a "Recapture Payment") computed as follows:

Recapture Payment = [1 – (Reported Annual Employee Level/Base Employment Figure)] * Total City Payment,

provided; there shall be reduced from any Recapture Payment then owed by the Companies the sum of all Recapture Payments theretofore paid by the Companies to the City. In addition, if the sum of all Recapture Payments made by the Companies to the City under this Section 3.1(b) is equal to the Total City Payment, the Jobs Maintenance Period shall immediately be deemed to cease and the Companies shall owe no other funds or amounts to the City that, when added to all Recapture Payments theretofore paid by the Companies, exceed the Total City Payment. Anything in this Agreement to the contrary notwithstanding, whether express or implied, under no circumstances shall the Companies owe the City more than the Total City Payment pursuant to this Section 3.1. The Parties hereto further understand, acknowledge and agree that the Jobs Maintenance Period shall not occur, and the Companies shall not be obligated for any Recapture Payment, if the City does not make a City Payment under this Agreement.

(c) Any recapture payment due by the Companies under this Section 3.2 shall be paid by the Companies to the City within 30 days of being requested by the City.

(d) The right of the City to receive any Recapture Payment shall survive termination of this Agreement.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default by the City under this Agreement (a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the City to perform or observe any of its agreements or covenants contained in Section 3.1 of this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from any of the Companies to the City, unless (A) any of the Companies shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action.

(b) If a City Event of Default occurs, the Companies shall have available the right and remedy of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the Companies shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Companies.

Any one or more of the following shall constitute an event of default by the Companies (or any of them) under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Companies of their obligations and commitments hereunder, any of the Companies is dissolved or liquidated, or the filing by any of the Companies of a voluntary petition in bankruptcy, or any of the Companies seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of any of the Companies as a bankrupt, or any assignment by any of the Companies for the benefit of its creditors, or the entry by any of the Companies into

an agreement of composition with its creditors, or if a petition or answer is filed by any of the Companies proposing the adjudication of it as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Companies to perform or observe their agreements or covenants contained in Article II or Section 3.2 of this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from the City to any of the Companies, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Companies have as commenced and are diligently pursuing appropriate corrective action. If a Company Event of Default occurs, the City shall have available to it the right of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the City shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall expire on the ninth (9^{th}) anniversary of the date of this Agreement or, if earlier, such date following 120 days after the fifth (5^{th}) anniversary of the Benchmark Date that the Companies shall have completed and made all payments to the City required under Section 3.3 hereof (the "Term"); provided, any Recapture Payments owed by the Companies to the City hereunder shall survive expiration of such Term.

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by any Party hereto except upon the written consent of the other Parties hereto; provided, however, that, as respects each of the Companies, such company shall have the right at any time to assign all its rights and obligations in and to this Agreement or any part thereof to any financially solvent Affiliate of such company that agrees to assume assigned obligations of such company in and to this Agreement, the Facility, and all other operations within the Facility; and if so assigned, such company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed or interpreted against any Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attn: City Attorney

(ii) If to any of the Companies:
Parsons Services Corporation
401 Diamond Drive NW
Huntsville, Alabama 35806
Attn: Aubrey Whitt
Phone: 256-217-2508
Email: Aubrey.whitt@parsons.us

(b) In addition, the parties hereto agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of 3 days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Notice sent by electronic mail shall be deemed to be received upon the sender's receipt of an electronic confirmation of delivery.

Section 5.7 Liabilities of the City. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the City as set forth in this Agreement is limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 6.1, 6.2 and 6.3 of this Agreement, whenever any Party hereto shall default in the performance of any of its obligations or commitments under this Agreement, the other Party hereto may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI
DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity.

"Base Employment Figure" shall mean:

(1) 678 (representing the product of 0.85 times the 798 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if one of the Operating Companies certified employment pursuant to Section 3.1(a)(iii) and the Total City Payment is to equal $237,600,

(2) 652 (representing the product of 0.85 times the 768 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if one of the Operating Companies did not certify employment pursuant to Section 3.1(a)(iii), but did certify employment pursuant to Section 3.1(a)(ii) and the Total City Payment is equal to $201,600, or

(3) 626 (representing the product of 0.85 times the 737 Full-Time Employees earning the Jobs Maintenance Period Minimum Average Hourly Pay), if one of the Operating Companies did not certify employment pursuant to Section 3.1(a)(iii) and Section 3.1(a)(ii), but did certify employment pursuant to Section 3.1(a)(i) and the Total City Payment is equal to $164,400.

"Base Full-Time Employees" shall mean 600 Full-Time Employees earning an average hourly wage of $62.02 exclusive of Fringe Benefits and overtime pay.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

"Full-Time Employee" shall mean a person (expressly excluding unskilled temporary labor, construction workers and individuals employed by entities providing temporary workers): (a) who is being paid directly by the Companies or an Affiliate of the Companies and is employed at the Facility for not less than 36 hours per work week; (b) who has a primary residence in the State of Alabama or who is subject to Alabama State income tax withholdings, (c) who the Companies identify, or an Affiliate of the Companies identifies, as its employee to the U.S. Internal Revenue Service and its Alabama Department of Revenue tax returns or reports filed with the foregoing; (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Companies or an Affiliate of the Companies within the United States of America; and (e) who was not employed by any of the Companies or any Affiliate within the City within three (3) years of becoming employed at the Facility.

"Jobs Maintenance Period Minimum Average Hourly Pay" shall mean, for any group of Full-Time Employees reported or certified by the Companies pursuant to Section 3.2 of this Agreement an average hourly wage of $58.44, exclusive of Fringe Benefits and overtime pay for such Full-Time Employees.

"Net New Full-Time Employees" shall mean Full-Time Employees over the Base Full-Time Employees.

"Total City Payment" shall mean the total amount paid by the City to PSC pursuant to Section 3.1 hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

"**CITY**":

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

(SEAL)

ATTEST

By:_____
Shaundrika Edwards

Its: City Clerk

"**THE COMPANIES**":

Parsons Corporation, a Delaware corporation

By: _____

Its: Vice President - Treasury

Parsons Government Services, Inc., a Nevada corporation

By: _____

Its: Vice President

Parsons Services Company, a Texas corporation

By: _____

Its: Treasurer, President

EXHIBIT A
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT NO. [1/2]

Date: _____, 20__
Payment Amount: [$_____] (the "Payment Amount")
Applicable Project Development Agreement Section: [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]/ [Section 3.1(a)(iii)]

Pursuant to the Project Development Agreement dated _____, 2025 (the "Project Development Agreement") among the City of Huntsville (the "City"), Parsons Corporation, a Delaware corporation ("Parsons Parent"), Parsons Government Services, Inc., a Nevada corporation ("PGSI"), and Parsons Services Company, a Texas corporation ("PSC"), [PSC]/[PGSI][1] hereby represents, declares, and certifies as follows:

(a) [PSC]/[PGSI] hereby requests payment to PSC of the Payment Amount pursuant to [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]/[Section 3.1(a)(iii)] of the Project Development Agreement.

(b) [PSC]/[PGSI] hereby certifies that as of the last business day of each month of (i) _____, 20__ ("Month 1"), (ii) _____, 20__ ("Month 2"), and (iii) _____, 20__ ("Month 3"), the Operating Companies had employed Full-Time Employees at the Facility, as follows:

	Month 1	Month 2	Month 3	Average
Full-Time Employees				
Average Hourly Wage Salary(1)				

(1) Excludes Fringe Benefits and overtime pay.

(c) Attached hereto is all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by [PSC]/[PGSI].

(d) None of the Companies is not in default of its obligations under the Project Development Agreement.

(e) The following are the wire or payment instructions to use in remitting the Payment Amount to PSC:

_____
_____
_____

[1] Select and use only the one submitting this certificate

(f) Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Development Agreement (including all exhibits thereto).

IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of ____, 20__.

[Parsons Government Services, Inc., a Nevada corporation]/[Parsons Services Company, a Texas corporation]

By: _____

Title: _____

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-694

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement between the City of Huntsville and Performance Drone Works, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 400 Diamond Drive in Thornton Research Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5818

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Project Development Agreement between the City of Huntsville and Performance Drone Works, LLC.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: TBD

Total Cost: TBD

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 400 Diamond Drive in Thornton Research Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-__

WHEREAS, Performance Drone Works, LLC, a Delaware limited liability company (the "Company"), is in the business of designing, developing, and manufacturing high-end drones for military and commercial application at two locations within the City; and

WHEREAS, the City has determined to enter an agreement with the Company, the form of which is attached hereto (the "Project Development Agreement"), in connection with the expansion of the operations of the Company within the City (the "Expansion Project") through a capital investment by the Company of approximately $9,100,000 and the Company hiring at the Expansion Project up to 525 additional full-time equivalent employees earning a minimum wage of not less than $50.76/hour, exclusive of fringe benefits and overtime pay (the "Required Hourly Wage"); and

WHEREAS, under the Project Development Agreement, the City will make payments to the Company totaling up to $500,000 based upon the number of additional full-time equivalent employees earning at least the Required Hourly Wage hired by the Company for the Expansion Project, all as more particularly described and set forth in the Project Development Agreement; and

WHEREAS, the City Council of the City hereby recites that the City's obligations under and in furtherance of the Project Development Agreement, and the transactions therein described, are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901, as amended ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the City Council has determined that the expenditure of public funds for the purpose specified in the Project Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville (the "Council"), that the Project Development Agreement is hereby authorized and approved, and that the Mayor be, and he is hereby, authorized and directed to execute, by and on behalf of the City, the Project Development Agreement in substantially the form attached hereto and identified as "Project Development Agreement", with such changes thereto as shall be approved by the Mayor, the Mayor herein authorized to act by and on behalf of the City for such purpose, and that the City Clerk is hereby authorized to execute, attest, and affix the corporate seal of the City to the Project Development Agreement; and

BE IT FURTHER RESOLVED, that the Mayor is hereby further authorized and directed to execute and deliver, by and on behalf of the City, such amendments, documents, instruments, and agreements as contemplated in the Project Development Agreement or as may be necessary to accomplish the agreements contained in or that are in furtherance of the intent of the Project

Development Agreement, and the City Clerk is hereby authorized to execute, attest and affix the corporate seal of the City to any such amendments, documents, instruments, and agreements.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

Mayor of the City of Huntsville,
Alabama

PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT (this "Agreement") is hereby made and entered into on August 14, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City") and **PERFORMANCE DRONE WORKS, LLC**, a limited liability company under the laws of the State of Delaware (the "Company"). The City and the Company are herein together sometimes referred to collectively as the "Parties" and, individually, as a "Party".

RECITALS

WHEREAS, the Company is in the business of designing, developing, and manufacturing high-end drones for military and commercial application at two locations within the City wherein it has a total current employment of approximately 90 full-time equivalent employees working at two existing facilities in the City (the "Existing Facilities"); and

WHEREAS, the Company has determined to materially expand its research and manufacturing operations (the "Expansion Project") by relocating from the Existing Facilities to an approximately 87,720 square foot facility at 400 Diamond Drive within the Thornton Research Park subarea of Cummings Research Park as shown on Exhibit A (the "Facility"), employing at the Facility up to 615 full time employees earning an average hourly wage, exclusive of benefits and overtime, of $50.76, over a period of up to five (5) years, all as more particularly shown on Exhibit B hereto, and making and installed, or causing to be made and installed, approximately $9,100,000 in capital improvements and equipment at the Facility; and

WHEREAS, the Company has represented to the City that, due to the highly competitive market in Huntsville for qualified research and manufacturing employees, the Company will incur substantial costs and expenses in connection with its research and industrial jobs recruitment and retention efforts necessary to achieve the additional 525 full-time employees (over the level of 90 full-time equivalent employees of the Company currently employed within the City) at the Facility; and

WHEREAS, the City has determined that the expansion by the Company of its operations in Huntsville will substantially expand and enhance the prosperity, contentment, and general welfare of the City and its residents by, among other things: (i) promoting, improving, and expanding economic and industrial development; (ii) increasing the number and diversity of research, manufacturing and industrial jobs and related employment opportunities; (iii) enabling the area surrounding the Facility to better attract and retain research, manufacturing and industrial enterprises; and (iv) expanding the overall tax base of the City; and

WHEREAS, the City hereby finds that the payments to the Company and other obligations of the City described in this Agreement are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "Alabama Constitution"), and that the City has determined that the expenditure of public funds for the

purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

ARTICLE I
REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(i) The City, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(ii) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject.

(iii) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (A) the validity or organization of the City, (B) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected, or (C) the subject matter of this Agreement.

Section 1.2 Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Delaware, and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (i) the Company's certificate of incorporation, operating agreement, or other organizational documents, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions the validity or incorporation of the Company, or any of the representations and warranties of the Company contained herein.

ARTICLE II
OBLIGATIONS AND COMMITMENTS OF THE COMPANY

Section 2.1 Jobs Target; Capital Investment. (a) The Company intends to employ up to 525 net new Full-Time Employees at the Facility which, together with the 90 existing employees being relocated to the Facility, will earn an average hourly wage of $50.76, exclusive of Fringe Benefits and overtime pay, in connection with the Expansion Project (the "Jobs Target"), and to have achieved the Jobs Target by December 31, 2030 (the "Jobs Target Deadline").

(b) The Company intends to make and install, or cause to be made and installed, at least $9,100,000 in capital improvements and equipment at the Facility (the "Capital Investment Target").

(c) Anything in this Section 2.1 to the contrary notwithstanding, whether express or implied, the Company is not contractually obligated to achieve the Jobs Target and the Capital Investment Target, and any failure of the Company to not achieve the Jobs Target or the Capital Investment Target shall in no way constitute a breach, default, or other failure of performance by the Company under this Agreement.

Section 2.2 Additional Obligations and Commitments.

(a) The Company hereby covenants and agrees to cause any construction activities regarding improvements to the Facility to be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall require any architect, general contractor, subcontractor or other business performing any work in connection with the said improvements to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

(c) The Company agrees that, besides the reporting described in this Agreement, the Company shall otherwise meet the reporting requirements with respect to this Agreement as provided by applicable law.

ARTICLE III
OBLIGATIONS OF THE CITY

Section 3.1 **City Payments**. (a) The City hereby agrees to make certain payments to the Company in connection with the additional Full-Time Employees at the Facility (such payments herein called the "City Payments"), up to the aggregate sum of $500,000, as follows:

(i) the City shall remit to the Company the sum of $100,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on Exhibit C hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2030, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 190 Full-Time Employees at the Facility earning an average hourly wage of $50.76, exclusive of Fringe Benefits and overtime pay (the "Minimum Average Hourly Wage"), along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company;

(ii) the City shall remit to the Company the sum of $100,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on Exhibit C hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2030, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 290 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company;

(iii) the City shall remit to the Company the sum of $100,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on Exhibit C hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2030, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 390 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company;

(iv) the City shall remit to the Company the sum of $100,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on Exhibit C hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2030, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 490 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City

to confirm and independently verify the employment and wage levels so certified by the Company; and

(v) the City shall remit to the Company the sum of $100,000 within 90 days after the Company furnishes to the City a certificate in the form set forth on Exhibit C hereto, signed by an authorized employee of the Company and submitted to the City on or before December 31, 2030, certifying that, as of the last business day of each of the three (3) consecutive calendar months immediately preceding the month in which such certificate is submitted, the Company employed at least 615 Full-Time Employees at the Facility earning the Minimum Average Hourly Wage, along with all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company.

(b) The Company understands, acknowledges, and agrees that it shall not be entitled to payment under this Section 3.1(a) for any hiring targets satisfied following the Jobs Target Deadline. Both Parties acknowledge that the Company may simultaneously submit more than one of the certificates described in subparts (i), (ii), and (iii) under this Section 3.1(a), and my simultaneously submit both of the certificates described in subparts (iv) and (v) under this Section 3.1(a).

Section 3.2 Recapture of City Payments.

(a) The Company acknowledges that the payments by the City pursuant to this Article III are based largely on the estimated economic impact that will be realized within the City from the capital investment made by the Company in the construction, development and equipping of the existing facility located at the Facility and additional payroll and job opportunities created by the Company in undertaking the expansion at the Facility described in the recitals to this Agreement, and that those benefits to the City are justified only if the Company maintains the additional job creation and average minimum hourly wage targets for which the Company receives City Payments for a period of two (2) years following the earlier to occur of December 31, 2030, or such date as the City shall have remitted the final City Payment to the Company pursuant to Section 3.1 hereof (the "Jobs Target Period"). In consideration thereof, the Company agrees that, within ninety days following the first full calendar year after the Company shall have (i) certified its final employment levels pursuant to Section 3.1(a)(v) if the Total City Payment equals $500,000, or, (ii) if the Company has certified its employment levels pursuant to Section 3.1(a) for which it received a City Payment equal to at least $100,000, but has not certified any employment levels pursuant to Section 3.1(a)(iv), the Company delivers notice to the City (an "Early City Payment Termination Notice") that the Company desires to forfeit any right under this Agreement to receive any additional City Payments pursuant to Section 3.1(a) (such date, the "Benchmark Date"), and within 90 days following the first anniversary of the Benchmark Date and within 90 days following the second anniversary of the Benchmark Date, the Company shall report the total average number of Full-Time Employees and the average hourly wage, exclusive of Fringe Benefits and overtime pay, for the twelve calendar months immediately preceding the Benchmark Date, the first anniversary of the Benchmark Date, and the second anniversary of the Benchmark Date, respectively. The Company hereby understands, acknowledges and agrees

that, upon delivery of an Early City Payment Termination Notice, the Company shall not be entitled to receipt of any amounts pursuant to Section 3.1(a) for employees hired after delivery of such notice, or for any employees hired prior to delivery of such notice but for which the Company failed to file the required certification under Section 3.1(a).

(b) If, for any year during the Jobs Target Period, the number of Full-Time Employees earning the Minimum Average Hourly Pay reported by the Company under subsection (a) above (the "Reported Annual Employee Level") is less than the Base Employment Figure, the Company shall owe the City a payment (a "Recapture Payment") computed as follows:

Recapture Payment = [1 – (Reported Annual Employee Level/Base Employment Figure)] * Total City Payment

provided; there shall be reduced from any Recapture Payment then owed by the Company the sum of all Recapture Payments theretofore paid by the Company to the City. In addition, if the sum of all Recapture Payments made by the Company to the City under this Section 3.1(b) is equal to the Total City Payment, the Jobs Target Period shall immediately be deemed to cease and the Company shall owe no other funds or amounts to the City that, when added to all Recapture Payments theretofore paid by the Company, exceed the Total City Payment. Anything in this Agreement to the contrary notwithstanding, whether express or implied, under no circumstances shall the Company owe the City more than the Total City Payment pursuant to this Section 3.2. The Parties hereto further understand, acknowledge and agree that the Jobs Target Period shall not occur, and the Company shall not be obligated for any Recapture Payment, if the City does not make a City Payment under this Agreement.

(c) Any recapture payment due by the Company under this Section 3.2 shall be paid by the Company to the City within 30 days of being requested by the City.

(d) The right of the City to receive any Recapture Payment shall survive termination of this Agreement.

Section 3.3 Public Infrastructure Improvements. The City agrees to install additional pedestrian access infrastructure in the form of a multi-use path along Diamond Drive to improve pedestrian and bike access to existing amenities within Cummings Research Park, all as shown on Exhibit D (the "Pedestrian and Bike Access Improvements"). Anything in the foregoing to the contrary notwithstanding, whether express or implied, (1) the City shall not be obligated to commence the design or installation of the Pedestrian and Bike Access Improvements until the Company shall have first employed 290 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a) of this Agreement and (2) the City shall not be make any Pedestrian and Bike Access Improvements that cost in excess of $150,000.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default by the City under this Agreement (a "City Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City shall seek or consent to or acquiesce in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the City to perform or observe any of its agreements or covenants contained in Section 3.1 of this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from the Company to the City, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action.

(b) If a City Event of Default occurs, the Company shall have available to it the right and remedy of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the Company shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

Any one or more of the following shall constitute an event of default by the Company under this Agreement (a "Company Event of Default") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially

all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in Article II or Section 3.2 of this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action. If a Company Event of Default occurs, the City shall have available to it the right of specific performance and mandamus, along with other rights and remedies provided by law; provided, however, the City shall not be entitled to any punitive, incidental, consequential, or other damages, whether arising at law, in equity or otherwise.

Section 4.3 Remedies Subject to Applicable Law. All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 5.2 Term. Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall expire on the ninth (9^{th}) anniversary of the Effective Date or, if earlier, such date following 120 days after the second anniversary of the Benchmark Date that the Company shall have completed and made all payments to the City required under Section 3.3 hereof (the "Term"); provided, the obligation of the Company to remit and pay any Recapture Payments to the City under this Agreement shall survive expiration of such Term.

Section 5.3 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein.

Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

Section 5.4 Counterparts; Assignment.

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by any Party hereto except upon the written consent of the other Parties hereto; provided, however, that the Company shall have the right at any time to assign all its rights and obligations in and to this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume assigned obligations of the Company in and to this Agreement, the Facility, and all other operations within the Facility; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City.

Section 5.5 Binding Effect; Governing Law; Construction of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama without regard to Alabama's conflict of laws' provisions. The Parties agree that this Agreement has been negotiated and drafted at arm's-length and that no ambiguity or inconsistency in any term shall be construed or interpreted against any Party due to such Party being deemed the primary drafter of this Agreement or of the provision in question.

Section 5.6 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

The City of Huntsville
308 Fountain Circle
8th Floor
Huntsville, AL 35801
Attn: City Attorney

(ii) If to the Company:
Performance Drone Works, LLC
400 Diamond Drive NW
Huntsville, AL 35806
Phone: 256-603-1252
Email: legal@pdw.ai

(b) In addition, the parties hereto agree that Notices may be sent electronically to any electronic address provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of 3 days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Notice sent by electronic mail shall be deemed to be received upon the sender's receipt of an electronic confirmation of delivery.

Section 5.7 Liabilities of the City. Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the City as set forth in this Agreement is limited by the limitations imposed by Alabama law.

Section 5.8 Survival of Covenants. The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

Section 5.9 No Waiver. No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

Section 5.10 Venue.

(a) Subject to the provisions of Sections 5.1, 5.2 and 5.3 of this Agreement, whenever any Party hereto shall default in the performance of any of its obligations or commitments under this Agreement, the other Party hereto may take whatever legal proceeding (including actions for specific performance to the extent provided by law) as shall be necessary or desirable to enforce any agreement or condition contained herein or any other obligation of the defaulting Party imposed by law. The Parties hereto recognize, and will not object to, an action for specific performance.

(b) Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

Section 5.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 5.12 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.13 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

ARTICLE VI
DEFINITIONS

All initially capitalized terms not otherwise defined herein shall have the following meanings:

"Affiliate" of any specified entity shall mean any other entity directly or indirectly Controlling or Controlled by or under direct or indirect common with, or which directly or indirectly owns voting securities of an entity directly or indirectly Controlled by, such specified entity.

"Base Employment Figure" shall mean:

(i) 522 (representing the product of 0.85 times the 615 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a)(v)), if the Total City Payment equals $500,000; or

(ii) if the Company did not certify employment pursuant to said Section 3.1(a)(v), 416 (representing the product of 0.85 times the 490 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a)(iv)), if the Total City Payment equals $400,000; or

(iii) if the Company did not certify employment pursuant to Section 3.1(a)(v) and Section 3.1(a)(iv), 331 (representing the product of 0.85 times the 390 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a)(iii)), if the Total City Payment equals $300,000; or

(iv) if the Company did not certify employment pursuant to Section 3.1(a)(v), Section 3.1(a)(iv), and Section 3.1(a)(iii), 246 (representing the product of 0.85 times the 290 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a)(ii)), if the Total City Payment equals $200,000; or

(v) if the Company did not certify employment pursuant to Section 3.1(a)(v), Section 3.1(a)(iv), Section 3.1(a)(iii), and Section 3.1(a)(ii), 161 (representing the product of 0.85 times the 190 Full-Time Employees earning the Minimum Average Hourly Pay as reported by the Company pursuant to Section 3.1(a)(i)), if the Total City Payment equals $100,000.

"Control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Fringe Benefits" shall mean all non-wage consideration paid or otherwise provided to Full-Time Employees, including, but not limited to, health insurance, retirement benefits, life insurance, workers' compensation, unemployment compensation, and the employer portion of FICA taxes.

'Full-Time Employee" shall mean a person (expressly excluding unskilled temporary labor, construction workers and individuals employed by entities providing temporary workers): (a) who is being paid directly by the Company or an Affiliate of the Company and is employed at the Improved Facilities for not less than 36 hours per work week; (b) who has a primary residence in the State of Alabama or who is subject to Alabama State income tax withholdings, (c) who the Company or an Affiliate of the Company identifies as its employee to the U.S. Internal Revenue Service and its Alabama Department of Revenue tax returns or reports filed with the foregoing; (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Company or an Affiliate of the Company within the United States of America; and (e) who was not employed by the Company or any Affiliate within the City within three (3) years of becoming employed at the Facility.

"Minimum Average Hourly Pay" shall mean, for any group of Full-Time Employees reported or certified by the Company under this Agreement, an average hourly wage of $50.76, exclusive of Fringe Benefits and overtime pay for such Full-Time Employees.

"Total City Payment" shall mean the total amount paid by the City to the Company pursuant to Section 3.1 hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

"**CITY**":

CITY OF HUNTSVILLE, ALABAMA

By:_____
Mayor

(SEAL)

ATTEST

By:_____
Shaundrika Edwards

Its: City Clerk

"**COMPANY**":

PERFORMANCE DRONE WORKS, LLC, a Delaware Limited Liability Company

By: _____
Ryan Gury

Its: CEO & Cofounder

EXHIBIT A
THE FACILITY



EXHIBIT B
5-YEAR RAMP-UP HIRING CHART

Description	Current FTE Count	Grant Payment #1	Grant Payment #2	Grant Payment #3	Grant Payment #4	Grant Payment #5	Totals
New FTEs Hired		**100**	**100**	**100**	**100**	**125**	**525**
Total FTEs (HSV facility)	**90**	**190**	**290**	**390**	**249**	**615**	**615**

EXHIBIT C
FORM OF REQUEST FOR CITY PAYMENT

REQUEST FOR CITY PAYMENT NO. [1/2/3/4/5]

Date: _____, 20__

Amount Requested: $100,000

Applicable Project Development Agreement Section: [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]/[Section 3.1(a)(iii)]/[Section 3.1(a)(iv)]/[Section 3.1(a)(v)]

Pursuant to the Project Development Agreement dated August 18, 2025 (the "Project Development Agreement") between the City of Huntsville (the "City") and Performance Drone Works, LLC, a limited liability company organized under the laws of the State of Delaware (the "Company"), the Company hereby represents, declares, and certifies as follows:

(b) The Company hereby requests payment of $100,000 pursuant to [Section 3.1(a)(i)]/[Section 3.1(a)(ii)]/[Section 3.1(a)(iii)]/[Section 3.1(a)(iv)]/[Section 3.1(a)(v)] of the Project Development Agreement.

(c) the Company hereby certifies that as of the last business day of each month of (i) _____, 20__ ("Month 1"), (ii) _____, 20__ ("Month 2"), and (iii) _____, 20__ ("Month 3"), the Company had employed Full-Time Employees at the Facility, as follows:

	Month 1	**Month 2**	**Month 3**	**Average**
Full-Time Employees				
Average Hourly Wage Salary[(1)]				

(d) Attached hereto is all supporting information and materials as shall enable the City to confirm and independently verify the employment and wage levels so certified by the Company.

(e) The Company is not in default of its obligations under the Project Development Agreement.

(f) The following are the wire or payment instructions to use in remitting the Payment Amount:

_____
_____
_____

(g) Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Project Development Agreement (including all exhibits thereto).

_____
[*] Excludes Fringe Benefits and overtime pay.

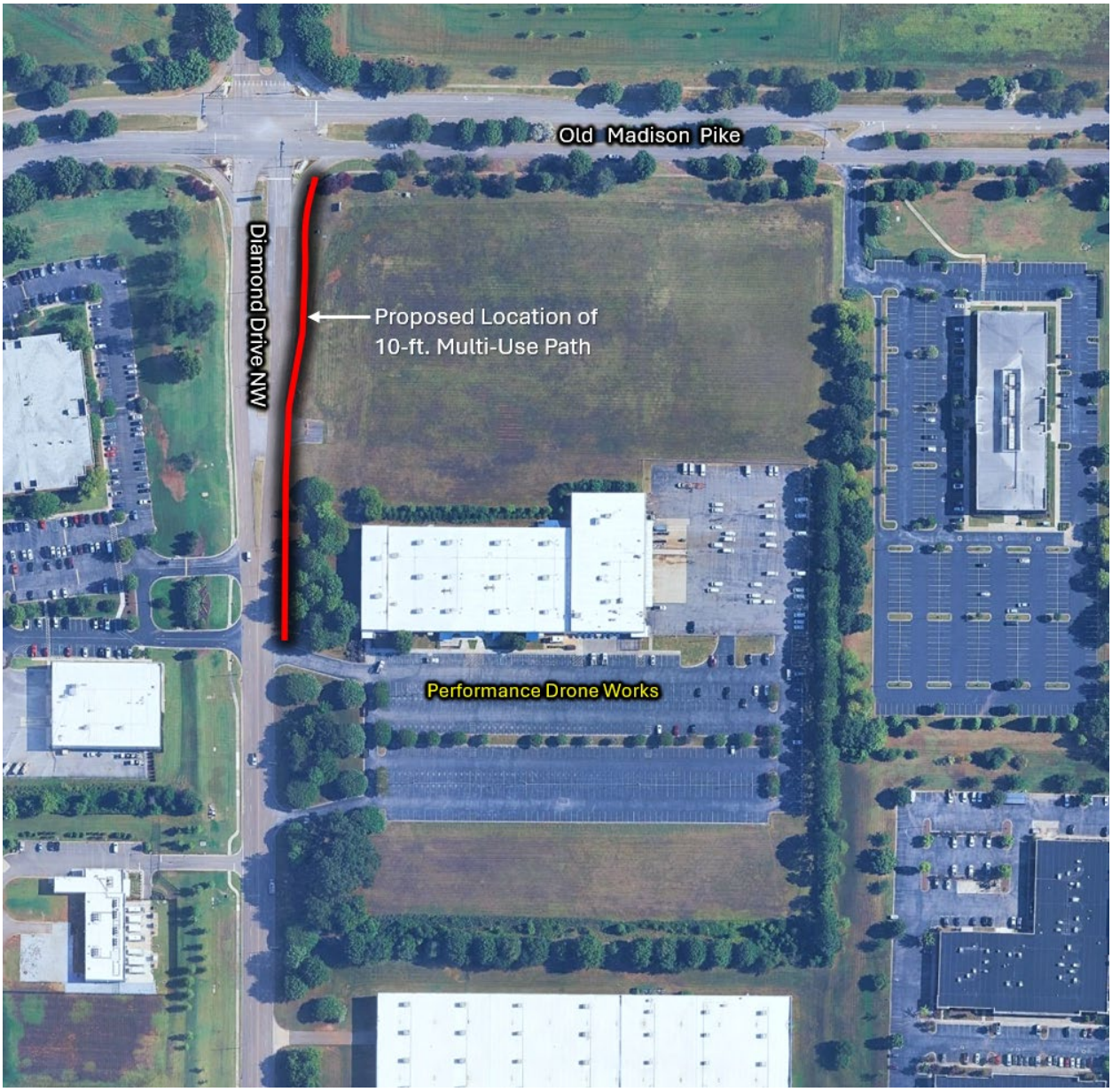
IN WITNESS HEREOF, the undersigned has executed and delivered this certificate to the City this ____ day of ____, 20__.

PERFORMANCE DRONE WORKS, LLC, a Delaware Limited Liability Company

By: _____

Title: _____

EXHIBIT D
PEDESTRIAN AND BIKE ACCESS IMPROVEMENTS



305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-695

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Jeff Benton Properties, LLC, for property associated with the South Huntsville Police Precinct.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $435,973.50

Total Cost: $435,973.50

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: South Huntsville Police Precinct
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5776

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Purchase and Sale Agreement between the City of Huntsville and Jeff Benton Properties, LLC, for property associated with the South Huntsville Police Precinct.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $435,973.50

Total Cost: $435,973.50

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: South Huntsville Police Precinct
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Purchase and Sale Agreement, by and between City of Huntsville, an Alabama municipal corporation, as Purchaser, and Jeff Benton Properties, LLC, an Alabama limited liability company, as Seller, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Purchase and Sale Agreement between City of Huntsville and Jeff Benton Properties, LLC," consisting of nine (9) pages including Exhibits, and the date of August 14, 2025, appearing on the first page thereof, an executed copy of said document, after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be, and he is hereby, authorized to execute the Purchase and Sale Agreement on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents, agreements, or closing documents, relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction, and/or closing contemplated therein.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville, Alabama

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the 14th day of August, 2025 (the "Effective Date"), by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "City" or "Purchaser"), and **JEFF BENTON PROPERTIES, LLC,** an Alabama limited liability company ("Seller").

WHEREAS, Seller owns that certain parcel or real property known as Lot 3, according to that Final Plat of Commerce Parkway Subdivision, recorded as Plat Book 2024, Pages 229 – 230, in the Probate Records of Madison County, Alabama ("Lot 3").

WHEREAS, the City desires to purchase the northern portion of Lot 3 for the construction, establishment, use, operation and maintenance of a police precinct in South Huntsville (the "Intended Use").

WHEREAS, the City desires to purchase from Seller and Seller desires to sell to the City that certain northern portion of Lot 3, as more particularly described herein, for the Intended Use and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, that certain parcel of real property, consisting of approximately 51,291 square feet or 1.17 acres, more or less, being identified by Madison County Tax Assessor records as being a portion of PPIN 588151, and as more particularly depicted in that preliminary layout contained in Exhibit "A" attached hereto, together with any and all improvements, structures, fixtures and other improvements located thereon along with all rights, easements, interests, privileges, tenements appurtenances pertaining thereto (the "Property").

2. Purchase Price. Purchaser agrees to pay to Seller the sum of $8.50 per square foot ("Price Per Foot"), for a total of Four Hundred Thirty-Five Thousand Nine Hundred Seventy-Three and 50/100 Dollars ($435,973.50) (the "Purchase Price"). Notwithstanding the foregoing, if the final Plat (as defined in Section 6 (b) below) reveals the total square footage to be different than 51,291 square feet, then the Purchase Price shall be adjusted and determined by multiplying the final Property square footage by the Price Per Foot. The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and consummation of the transaction contemplated by this Agreement ("Closing").

3. Inspection Period. Commencing on the Effective Date and ending ninety (90) days thereafter, Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may

President of the City Council of the City of Huntsville, Alabama
Date: August 14, 2025

deem necessary or desirable in order to determine whether or not to proceed with the purchase of the Property ("Inspection Period"). Purchaser shall have the right to terminate this Agreement if Purchaser, in its sole discretion, deems the Property or any aspect thereof, or any test or assessment, or the result of any inquiry or investigation, to be contrary to the City's Intended Use, or unsatisfactory in any way or for any reason whatsoever. Provided, however, that Purchaser may only exercise such right by giving Seller written notice of such termination (in accordance with Section 18 below) on or before the expiration of the Inspection Period.

4. Preliminary Title Commitment and Survey. Purchaser shall obtain a title commitment to issue an Owner's policy of insurance from Lanier Ford Shaver & Payne, P.C. as agent for First American Title Insurance Company ("Closing Agent"), with the Owner's title policy premium to be paid by Purchaser at Closing, and the policy to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, leases, tenancies, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title except for the Permitted Exceptions ("Title Commitment"). "Permitted Exceptions" shall mean: (i) ad valorem taxes not yet due and payable, (ii) easements for the installation or maintenance of public utilities servicing the Property, (iii) easements, restrictions, setback lines, or restrictive covenants of record that do not materially affect Purchaser's intended use of the Property, (iv) any matters shown on the Title Commitment (defined herein) or Survey (defined herein), or (v) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove any and all monetary liens incurred by Seller prior to Closing. Additionally, Seller shall terminate that certain Non-Exclusive Easement for Ingress and Egress in favor of Community Fellowship Baptist Church, as recorded in Instrument Number 2019-00083327 in the Probate Records of Madison County, Alabama ("Access Easement"). Purchaser, at its option, may obtain a survey of the Property to be prepared by a public land surveyor licensed in the State of Alabama ("Survey"). The Property shall be conveyed by Seller to Purchaser free and clear of any and all liens, except for the Permitted Exceptions.

5. Closing. The Deed to the Property shall be delivered, and the transaction shall be closed at the law offices of Closing Agent, located at 2101 W. Clinton Avenue, Ste. 102, Huntsville, Alabama 35805. Closing shall occur on or within fifteen (15) days following satisfaction of the Closing Conditions, or at such other time as may be mutually agreed upon by the parties (the "Closing Date"). However, if there are any encumbrance or liens on the Property other than the Permitted Exceptions, Purchaser may extend the Closing Date for an additional thirty (30) days so that any title issues may be resolved. The parties may deliver all closing documents and deposit all closing funds with Closing Agent on or prior to the Closing Date such that neither party shall be required to be physically present at Closing. At Closing, Seller shall deliver the following items to Closing Agent:

a. General warranty deed conveying good and marketable fee simple title in the Property to Purchaser subject only to the Permitted Exceptions (the "Deed");

b. Recorded or recordable releases terminating or releasing all monetary liens;

c. An Owner's affidavit and any other documents, certificates, or affidavits that the title company may require to issue an updated title commitment and an Owner's policy;

d. All other documents reasonably requested by Closing to carry out the transaction contemplated by this Agreement, including but not limited to, any mandatory IRS disclosures, a settlement statement, any company formation documents, certifications, or resolutions, brokers affidavits, and any other customary documents establishing Seller is duly authorized and empowered to enter into this Agreement and to perform its obligations hereunder.

6. Closing Conditions. The city's obligation to purchase the Property from Purchaser is contingent upon the following conditions being satisfied on or prior to Closing (the "Closing Conditions"):

(a) Approval by City Council. Approval of this Agreement by the City Council of the City of Huntsville, Alabama ("City Council") to be received no later than forty-five (45) days after the Effective Date.

(b) Finalization and Recording of Plat. Seller shall have the Property subdivided and platted in accordance with the City's subdivision regulations (the "Plat") and the final Plat shall be recorded in the Probate Records of Madison County, Alabama at Closing. All costs associated with or incurred in connection with the Plat shall be paid by Seller. Accordingly, once finalized, the legal description of the Property shall be deemed to be the Property as described in, and with reference to the recorded Plat.

(c) Termination of Access Easement. Seller shall terminate that Access Easement on or prior to Closing to be evidenced by a formal Easement Termination to be recorded on or prior to Closing. Seller shall cooperate with Purchaser and Closing Agent to obtain all signatures necessary to effectuate the termination of said Access Easement.

7. Condition of Property Upon Conveyance; Possession. Purchaser is responsible for its own inspection and examination of the Property and any improvements thereon. Notwithstanding, Seller agrees that nothing will be done to the Property by Seller which would reduce the value of the Property prior to Closing. Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

8. Closing Costs and Tax Prorations. The cost to prepare the Deed, deed and transfer taxes, recording fees, and all other closing costs, except for Seller's attorney's fees, shall be paid by Purchaser at Closing. All ad valorem taxes on the Property shall be prorated as of the Closing Date such that Seller will be responsible for any taxes due on the Property before and up through the Closing Date and Purchaser will be responsible for the taxes due on the Property after the Closing Date through the end of the tax year. The title insurance premium shall be paid by Purchaser.

9. Assignment. The City shall not have the right to assign this Agreement or any of its rights and responsibilities hereunder at any time without the written consent of Seller, and any attempted assignment without Seller's consent shall be void.

10. Right of Entry. Upon execution of this Agreement, Purchaser is hereby granted the right to enter onto the Property from time to time to conduct surveys, soil borings, soil tests, subsurface drillings, subsurface condition evaluations, environmental testing, and such other site condition and suitability investigations, samples, tests and evaluations as Purchaser may deem necessary to determine whether or not the Property and subsurface conditions are suitable for Purchaser's intended use (collectively, referred to as the "Reports"). All such investigations, testing and evaluations shall be undertaken only after Purchaser has provided reasonable notice to Owner and shall be performed at Purchaser's sole expense.

11. Authority. Seller represents and warrants, to and for the benefit of Purchaser, that Seller has the authority to convey the Property in accordance with the terms of this Agreement and the individual signing this Agreement and all documents executed or to be executed by Seller is and shall be duly authorized to sign on behalf of Seller.

12. Property Condition- No Grant of Additional Encumbrances. During the term of this Agreement, Seller shall not (a) sell, lease, transfer, or encumber, in any manner, the Property, or any portion thereof; (b) grant or extend the term of any leases without the express, written approval of Purchaser; (c) construct, remove or substantially modify any improvements existing the Property; or (d) cut, remove, divert, or sell the right to cut, remove, or divert any timber, mineral deposits, soil, dirt, water or any other natural resources from or on the Property.

13. Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of their actions or in connection with this Agreement except for Crunkleton & Associates, LLC, which shall be paid by the Seller. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

14. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Property described herein, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs.

15. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

16. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions provided for herein, and the parties hereto agree that no other representations have been relied on by either party.

17. Successors and Assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Seller, and inure to benefit of the successors and assigns of Purchaser.

18. Notice. All notices shall be properly given only if made in writing to the addresses set forth below and may be provided by any of the following methods: (i) hand delivery, (ii) certified U.S. Mail or other nationally recognized overnight delivery service (such as UPS or

FedEx), or (iii) electronic transmission, such as email, pdf, or other similar electronic transmission. Such notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if made by electronic transmission on the date the transmission is sent. Notice shall be provided to the following:

To Seller:	Jeff Benton Properties, LLC Attn: Jeff Benton or Kim Livingston PO Box 12125 Huntsville, AL 35815 Phone: 256-489-0675 Email: klivingston@jeffbentonhomes.com
With a copy to:	Harrison & Gammons, PC Attn: Bo Harrison 2430 L&N Drive SE Huntsville, AL 35801 Phone: 256-533-7711 Email: bo@harrisongammons.com
To City:	City of Huntsville Attn: Jim McGuffey 305 Fountain Circle Huntsville, Alabama 35801 Phone: 256-427-5300 Email: jim.mcguffey@huntsvilleal.gov
With a copy to:	Lanier Ford Shaver & Payne, P.C. Attn: Katie Beasley 2101 W. Clinton Ave, Ste. 102 Huntsville, Alabama 35805 Phone: 256-535-1100 Email: kab@lanierford.com

Any party may change and/or update its address and contact information contained herein by providing the other parties with three (3) days advance written notice of any change.

19. Survival. Any terms and covenants contained in this Agreement which require the performance of either party after the Closing shall survive the Closing and delivery of the Deed.

20. Email or Facsimile Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties agree that they will transmit original signature pages to the Closing Agent promptly after execution. Seller understands and acknowledges that City Council requires an original signature page from Seller before this Agreement will be placed on an agenda for City Council consideration.

21. Effective Date. The Effective Date shall mean the date the Agreement is executed by the City.

22. Execution by Counterpart Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, the City Council requires Seller's original signature page before it will place this Agreement on a city council agenda for consideration.

23. Counsel Acknowledgment. The parties all acknowledge that Purchaser's counsel, KATHERINE AMOS BEASLEY and the law firm of Lanier Ford Shaver & Payne (collectively "Counsel") prepared this Agreement on behalf of and in the course of her representation of Purchaser and, for the purposes of this transaction; Counsel represents Purchaser's interest and no other interests. All conflicts of interest due to Counsel's representation of Purchaser are hereby waived.

24. Cooperation and Further Assurances. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts to complete their respective obligations hereunder. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error contained in this Agreement or any other document executed pursuant hereto or in connection with the transaction contemplated herein. Additionally, Seller agrees to cooperate and assist Purchaser in curing any title defects affecting and/or encumbering the Property.

25. 1031 Exchange. Seller shall have the option to structure this transaction as a deferred like-kind exchange pursuant to Section 1031 of the Internal Revenue Code. In the event Seller decides to structure this transaction as a 1031 exchange, Purchaser agrees to cooperate in effectuating the exchange in accordance with Section 1031 of the Internal Revenue Code and agrees to execute any documents that may be reasonably necessary to effect such exchange. However, nothing in this Section shall interfere with Purchaser's right to close on the Property in accordance with the terms of this Agreement or otherwise delay Closing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

[*Signatures and acknowledgments appearing on the following pages.*]

[*Signature Page to Purchase and Sale Agreement for Seller*]

SELLER:

JEFF BENTON PROPERTIES, LLC, an Alabama limited liability company

By: _____
Jeffrey M. Benton, Sole Member

Witnessed:

By: _____
Name: _____

Date: 7/15/25

[*Signature Page to Purchase and Sale for Purchaser*]

PURCHASER:

CITY OF HUNTSVILLE, an Alabama municipal corporation

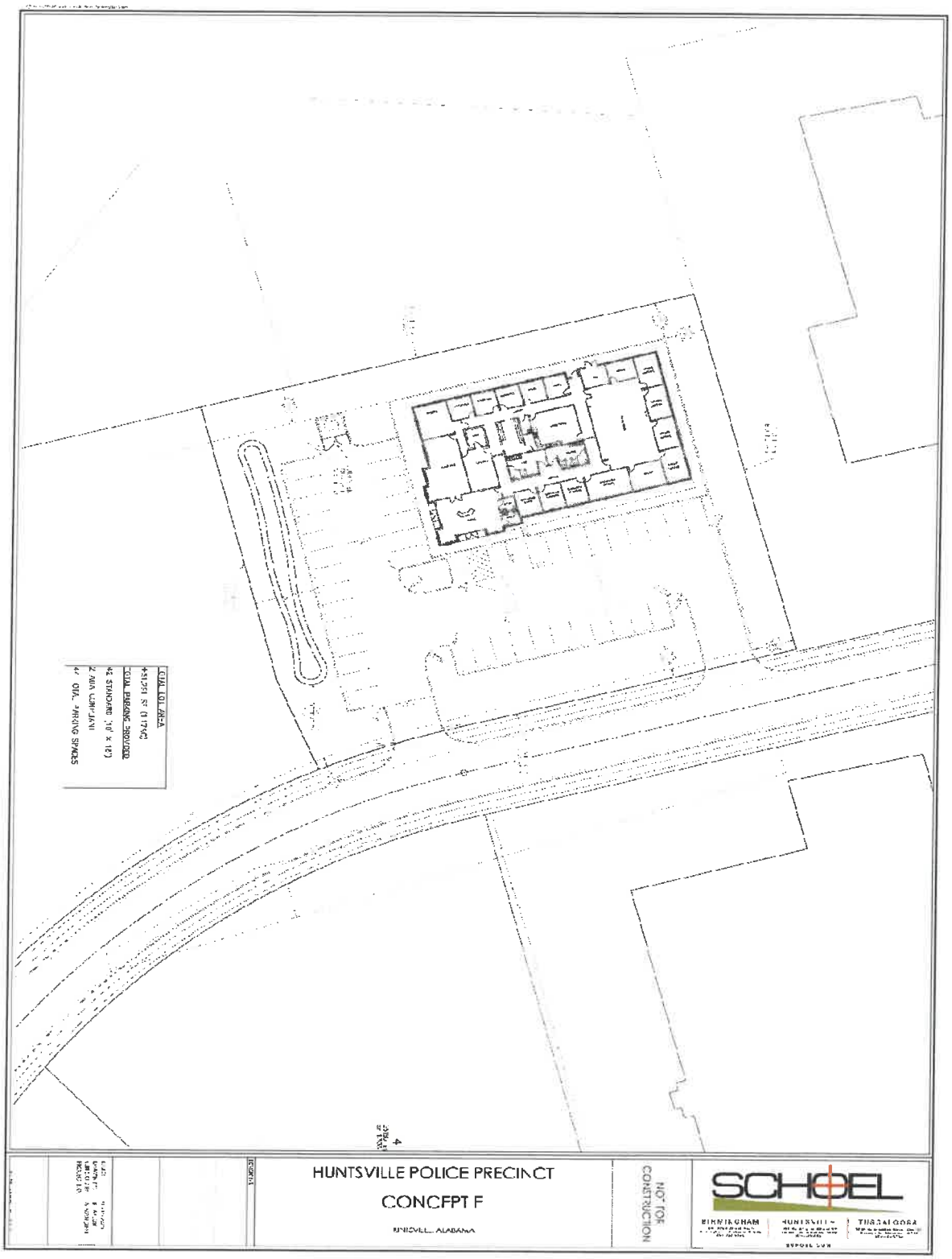
By: _____
Tommy Battle, Mayor

Attested to:

By: _____
Shaundrika Edwards, City Clerk

Date: August 14, 2025

Exhibit "A"
(Preliminary Site Layout of Property)



305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-696

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Kimley-Horn & Associates, Inc., for Engineering Design Services for Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, Project No. 71-25-SP21.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524008-00000000-
City Cost Amount: $159,650.00
Total Cost: $159,650.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Design services to convert existing access south of Drake Avenue along US Hwy 231 to a full access signalized intersection in accordance with ALDOT requirements to accommodate redevelopment within the area. Design services in a lump sum total contract amount of $159,650.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5806

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Kimley-Horn & Associates, Inc., for Engineering Design Services for Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, Project No. 71-25-SP21.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524008-00000000-
City Cost Amount: $159,650.00
Total Cost: $159,650.00

Special Circumstances:

Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A

Location: (list below)

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

Additional Comments:
Design services to convert existing access south of Drake Avenue along US Hwy 231 to a full access signalized intersection in accordance with ALDOT requirements to accommodate redevelopment within the area. Design services in a lump sum total contract amount of $159,650.00.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Kimley-Horn & Associates, Inc., in the amount of ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS ($159,650.00) for Engineering Design Services for Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, Project No. 71-25-SP21, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Kimley-Horn & Associates, Inc., for Engineering Design Services for Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, Project No. 71-25-SP21," consisting of a total of nineteen (19) pages, plus forty-three (43) additional pages consisting of Attachments 1-16, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____

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

APPROVED this the 14th day of August, 2025.

_____

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

KIMLEY-HORN & ASSOCIATES, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

INTERSECTION IMPROVEMENTS SOUTH OF DRAKE AVENUE ALONG U.S. HIGHWAY 231/MEMORIAL PARKWAY

Project ID Number 71-25-SP21
August 14, 2025

_____
President of the City Council of the City of Huntsville, Alabama
Date: August 14, 2025

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
KIMLEY-HORN & ASSOCIATES, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
INTERSECTION IMPROVEMENTS SOUTH OF DRAKE AVENUE ALONG U.S. HIGHWAY 231/MEMORIAL PARKWAY
Project ID Number 71-25-SP21

THIS AGREEMENT made as of the 14th day of August in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and KIMLEY-HORN & ASSOCIATES, INC., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional Engineering Services for design of Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER Professional Engineering Services for design of Intersection Improvements south of Drake Avenue along U.S. Highway 231/Memorial Parkway.

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

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

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

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

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

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

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

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

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

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

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

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

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

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

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

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

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

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

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

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

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

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

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

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

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

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

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of August 15, 2025. The final completion date for the completion of design services as outlined in Article 2 shall be February 15, 2026. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS ($159,650.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

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

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

7.3 EFFECTIVE DATE

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

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	$159,650.00
TOTAL CONTRACT AMOUNT:	**$159,650.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

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

9.7 ENGINEER'S RECORDS

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

9.8 SEAL ON DOCUMENTS

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

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

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

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

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

9.11 TERMINATION FOR CAUSE

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

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

A. All Coverage:

The ENGINEER is responsible to pay all deductibles. Each insurance policy

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

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

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

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

B. Other Than Professional Liability:

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

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this

Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

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

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

ENGINEER:
KIMLEY-HORN & ASSOCIATES, INC.

BY: _____
Clark Bailey

TITLE: Project Engineer

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated July 23, 2025, from Jenny Brown and Clark Bailey to Kathy Martin and attachments).

Kimley»Horn

July 23, 2025

Ms. Kathy Martin, PE
City of Huntsville – Engineering Department
305 Fountain Circle
Huntsville, Alabama 35801

KM 7/30/25

Re: ***Proposal for Professional Engineering Services***
Intersection Improvements south of Drake Avenue along US Hwy 231/Memorial Parkway
Huntsville, Alabama

Dear Ms. Martin:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the **City of Huntsville** ("City" or "Client") for professional engineering services in the City of Huntsville, Alabama.

PROJECT UNDERSTANDING

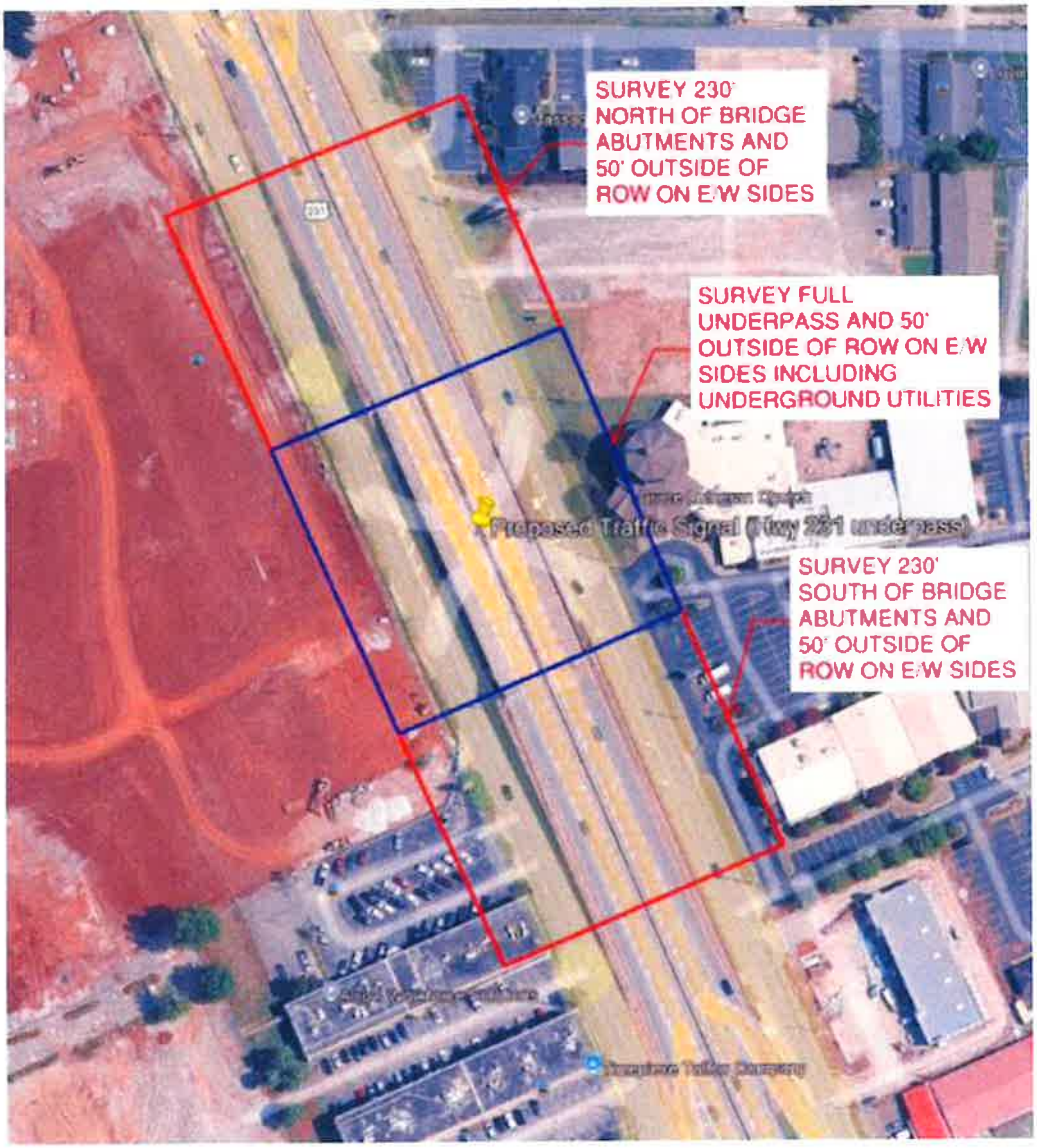
Kimley-Horn understands that the City is seeking professional engineering services necessary to prepare final construction plans for intersection improvements south of Drake Avenue along US Hwy 231/South Memorial Parkway. The project also includes final construction plans for a new traffic signal at the underpass of US-231/South Memorial Parkway in front of the new Stadium Commons development (adjacent to Joe Davis Stadium and Wick's Family Field). As a result, the Client would like to retain Kimley-Horn to provide professional engineering services as described in the scope of services below. Kimley-Horn will partner with Building and Earth Sciences, Inc. ("Building & Earth") and Schoel Engineering Company, Inc. ("Schoel Engineering") as part of this project for geotechnical design and field survey services, respectively.

SCOPE OF SERVICES

Task 1 – Field Survey **$12,200**

Kimley-Horn's surveying subconsultant, Schoel Engineering, will perform field surveying services for this project. A field-shot topographic survey of the site will be prepared. This survey will be the base for project design. Schoel Engineering will provide surveying services for the following project limits, excluding the bridge surface of the US-231 overpass as it will not be impacted by design:

Kimley»Horn



Specific services to be performed by Schoel Engineering include:

- Initial project research and coordination;
- Establish site control. Survey shall be referenced to Alabama State Plane Coordinates System, NAD83 East Zone, and NAVD88 Elevations, 2011 adjustment;
- Within the project limits, as shown above, Schoel Engineering will locate all topographical features (building structures, roadways, centerlines, edges of pavements, sloped abutments including toe of slope, bridge overpass abutments and supports, curblines, medians, driveways, sidewalks, paths, fences, roadway signs, guardrail, residential/commercial signage, traffic signals, pavement markings, retaining walls, etc.) and all existing drainage/storm flumes, pipes, inlets, and structures (including sizes,

materials, and flow line elevations), including the next upstream and downstream offsite structures;
- Within the project limits, Schoel Engineering will obtain the location of all visible utilities, underground and overhead, including invert elevations and pipe materials at sanitary manholes, sanitary and storm sewers, water valves and meters, gas valves and meters, and electrical and telephone appurtenances;
- Contact Alabama One Call utility services to locate utilities in the public rights-of-way;
- Research underground utilities with each respective utility company and identify on map;
- Shoot topo on a 40-foot or equivalent grid including grade-breaks;
- Process field survey data and prepare a Topographic Survey Map showing spot elevations;
- The Boundary Survey shall include location of present right-of-way, right-of-way monuments, permanent benchmarks (if present), property corners and property lines along the rights-of-way of US-231/South Memorial Parkway within the indicated project limits, as stated above; tie property lines to section corner(s), quarter corner(s), or quarter-quarter corner(s) for use during right-of-way acquisition;
- If needed, Schoel Engineering can work to establish easements as an additional service.

Schoel Engineering will provide CAD data files to Kimley-Horn as follows:

- A detailed survey base map in AutoCad (.DWG format) for use in developing Roadway Design and Traffic Signal Design plans;
- A Designer Terrain model of the collected topography, including contours in 1' intervals.

Task 2 – Traffic Signal Design **$17,300**

Kimley-Horn will prepare final plans for a traffic signal design at the intersection of US-231/South Memorial Parkway underpass at the new Stadium Commons site driveway. The design will be based on the proposed intersection geometrics being made under this project. The proposed signal design will include the following: proposed mast arm poles and signal head locations, proposed cabinet location, proposed phasing diagram, proposed vehicle detection locations, proposed conduit and junction box locations, proposed signage and sign details, proposed overhead street name sign measurements and details, proposed striping, and necessary notes. Pedestrian accommodations, including crosswalks, ADA ramps, and pedestrian signal equipment, are not anticipated for this new traffic signal.

Kimley-Horn will develop traffic signal plans to be included in the overall project plans package. Traffic signal plans will consist of the following sheets:

- Traffic Signal Legend
- Traffic Signal General Notes
- Summary of Traffic Signal Quantities
- Traffic Signal Layout

Traffic signal plans will be submitted at a scale of 1"=30'. Plans will be submitted to the City for review at the completion of the 90% plans. Kimley-Horn will respond to and address up to one (1) round of comments from the Client as part of the 90% plan submittal.

Kimley-Horn will provide one (1) Opinion of Probable Construction Cost with the 90% plan submittal and will address and incorporate one (1) round of comments from the City with the 90% plan submittal. Following approval of the 90% plans, Kimley-Horn will complete a Final Opinion of Probable Construction Cost to be submitted with the Final Plans.

Task 3 – Geotechnical Design Services $11,150

Kimley-Horn's geotechnical subconsultant, Building & Earth, will perform geotechnical design services for this project. The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data to determine LPILE parameters for the signal pole installation and to help determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Specific services to be performed by Building & Earth include:

- Coordination and Scheduling: Building & Earth plan to use a geotechnical drilling subcontractor to drill this site and will coordinate their work directly with Kimley-Horn. A Building & Earth field engineer will lead field operations and be responsible for logging the soil test borings.
- Utility Clearances: Building & Earth will contact AL811 for utility clearances.
- Drilling and Sampling: Building & Earth will perform a total of up to three (3) soil test borings at the proposed locations of the mast arm signal foundations to a depth of 30 feet or auger refusal, whichever comes first.

  Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed in all borings at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. If the sampled soils are identified as fill, sampling will be performed continuously until residual soils are encountered.

  If auger refusal is encountered at 20 feet or less, up to 10 feet of NQ-rock coring will be performed.
- Groundwater: After drilling the hollow stem auger borings, Building & Earth will measure the groundwater level at the end of the day. Once groundwater readings are recorded, borings will be backfilled with auger cuttings and areas where concrete is present will be patched with bagged concrete.
- Traffic Control: Traffic control will be necessary for performing the scope of work outlined in this task. Building & Earth will develop a site specific MUTCD traffic control plan and provide traffic control for the work completed in this task.

- Laboratory Testing: The quantity and nature of the laboratory tests to be performed by Building & Earth will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, Building & Earth anticipates performing the following laboratory tests:
    - Twenty-four (24) tests of *Natural Moisture Content* (ASTM D2216)
    - Three (3) tests of *Atterberg Limits* (ASTM D4318)
    - Three (3) tests of *Material Finer Than No. 200 Sieve by Washing* (ASTM D1140)
    - Two (2) tests of *Unit Weight of Soil* (ASTM D2937)
- Engineering Analysis and Reporting: The results of the investigation will be documented in a written report that will address the following items:
    - Site geology and potential impact on site development;
    - Summary of existing surface conditions;
    - A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling;
    - A layout of the soil test boring locations, as well as nothings/eastings referenced to the Alabama State Plane Coordinates System, elevations referenced to NAVD88 elevations, and GPS coordinates referenced to WGS 84, based on the results of the Field Survey completed as part of Task 2;
    - Presentation of laboratory test results;
    - Boring logs that include LPILE parameters for the signal pole foundations, including cohesion/undrained shear strength of soil layers throughout the soil profile, soil modulus parameter k, and soil strain factor E_{50}, based on SPT data and lab scope defined above.

The cost of services outlined in this Task 3 are based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with the City.

No asphalt cores are provided in this scope of work. Instead, Kimley-Horn will utilize the Typical Section outlined in the *ALDOT Permit Manual* for any new pavement designs.

Our team will not be held responsible for damage to any unmarked utility lines or buried utility lines marked erroneously by others. Regrading and revegetation of areas disturbed by our drilling equipment is not included in our scope of services. Borings will be backfilled with auger cuttings upon completion of drilling and areas where concrete is present will be patched with bagged concrete upon completion of drilling.

Task 4 – Mast Arm Pole Foundation Design $10,000

Kimley-Horn will provide structural design and construction details for the proposed mast arm foundation to be incorporated in the Traffic Signal Construction Plans. One (1) foundation detail will be prepared for the project utilizing current AASHTO *LRFD Signs & Luminaires Design Criteria* and the geotechnical information prepared by Building and Earth Sciences. It is assumed that the foundation will be a single drilled caisson or spread footing based on the site conditions encountered. Kimley-Horn will respond to and address up to one (1) round of comments from the City as part of this task. Additional foundation details beyond the one (1) included in this task can be completed as an additional service.

Task 5 – Roadway Design $99,000

Generally, the development of roadway plans will follow the procedure as shown in the Alabama Department of Transportation's (ALDOT) *Plans Preparation Manual, ALDOT Guide for Developing Construction Plans (GDCP), ALDOT Hydraulic Manual, ALDOT Permit Manual, ALDOT Guidelines for Operation* and applicable City of Huntsville design checklists.

Kimley-Horn will perform the following scope of services for roadway and sidewalk plans, designed in accordance with current *City of Huntsville Engineering Standards* and *ALDOT Standard Specifications*:

1. Prepare a roadway plans assembly (1:20 horizontal scale, preferred; 1:5 vertical scale) for the proposed improvements. Where the Bentley OpenRoads Designer seed files limit, the horizontal scale will be adjusted as needed, but not to exceed 1:50. The roadway plan assembly will be completed using Bentley OpenRoads Designer and will generally include:
   - Title Sheet
   - Indices
   - Geometric Layout
   - Typical Sections & Details
   - Quantities
   - Plan & Profile Sheets
   - Signing, Striping, & Paving Layout Sheets
   - Traffic Signal Sheets
   - Utility Sheet
   - Erosion & Sediment Control
   - Sequence of Construction
   - Traffic Detour Layout Sheets
   - Earthwork Cross Sections (on 50' intervals)
   - Earthwork Summary Sheet
2. Develop mainline plan and profile, displayed on split sheets, with complimentary side road and driveway profiles.
3. Kimley-Horn will analyze existing inlets impacted by proposed construction as well as the need for additional drainage structures. Closed system stormwater conveyance and design will analyze structure capacity and stormwater spread within the project limits. Final construction plans will include new stormwater structures designed to meet stormwater design criteria, a drainage basin delineation map, and drainage structure cross sections.

4. The erosion and sediment control plans, including devices and/or designs for structural control, will conform to published ADEM Best Management Practices (BMPs) and will be suitable for the application of a construction stormwater permit, including clearly indicating stormwater discharge points.
5. Offsite detour layout sheets will detail traffic control requirements for this project. It has been previously agreed upon by both the City and ALDOT that the proposed intersection at the US-231/South Memorial Parkway underpass will be closed to traffic for the duration of construction.
6. Conduct internal quality control reviews prior to each submittal to the City. Kimley-Horn's three-tier review process will include a senior level review, peer review, and project manager review prior to each submittal to the City.
7. Develop base utility sheets for use in coordination with affected owners for utility avoidance. Utility relocations are not anticipated as part of this project. If it is determined that utility relocations will be required during design, Kimley-Horn can prepare utility relocation plans as an additional service.
8. Attend one (1) in-person review meeting at the City of Huntsville's office to discuss and address comments issued as part of the 90% plan submittal. Plan assemblies will be revised once (1) following the 90% plan review and final construction plans resubmitted back to the City. Additional revision cycles per submittal shall be considered additional services.
9. Opinions of Probable Construction Cost shall accompany each of the two (2) plan submittals (90% and Final submittals) using unit prices derived from ALDOT Estimator software and available bid tabulations of comparable work in the general area of the project. As part of each submittal, Kimley-Horn will provide the excel file of quantities and unit prices used in determining the overall project construction costs.
10. Consultant will assist the City in the development of construction contract documents and specifications, including development of bid proposal quantities and identification of required ALDOT special provisions (as needed).
11. Final deliverable for the Roadway Plans phase is a full set of stamped construction plans suitable for distribution to ALDOT for permitting and henceforth construction bidding, including both a half-size (11"x17") and full-size (22"x34") PDF of the final stamped construction plans. The plans for the Traffic Signal Design (Task 2) and Mast Arm Pole Foundation Design (Task 4) will also be included in this overall set of stamped construction plans.
12. The final deliverable will also include all of the Bentley OpenRoads Designer .dgn files to the City.

Task 6 – Right-of-Way Plats **$5,000**

Kimley-Horn will provide right-of-way plats as needed following the development of the roadway construction plans. It is anticipated that right-of-way and/or easements will be required for the construction of the proposed intersection improvements and traffic signal on up to two (2) parcels.

Kimley-Horn will develop right-of-way plats as needed for submission to the City and will incorporate and address up to one (1) round of comments per plat.

No acquisition services, such as appraisals, negotiations, or contracts, are included in this proposal.

Task 7 – ALDOT Permitting **$5,000**

As part of this task, Kimley-Horn will prepare and submit the *MB-05 Grading & Landscaping, MB-07 Installation of Drainage Structures,* and *BM-174 Bond for Performance of Work* forms for the proposed work on US-231/South Memorial Parkway. Kimley-Horn will submit Roadway Plans and Traffic Signal Plans for ALDOT permitting.

Kimley-Horn will coordinate with ALDOT and respond to up to two (2) rounds of comments to help facilitate the pursuit of approval of the required permits. Any additional rounds of comments can be provided as additional services. We understand and assume that the Client is to be the permit applicant and will handle any required fees and/or bonds.

Utility relocations are not anticipated as part of this project. If it is determined that utility relocations will be required during design, Kimley-Horn can prepare and submit for applicable ALDOT permits for utility relocations as an additional service.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

Additional Services (as-needed hourly)

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Traffic signal timing
- Interconnect design
- Offsite road improvements
- Traffic control typical sections
- Traffic phasing layout sheets
- Utility relocation design
- Utility relocation permitting
- Pavement evaluation and design, including pavement coring
- Environmental/wetland mitigation
- Hydraulic calculations/fire flow model
- Design variances and design exceptions to current applicable design criteria
- Closed system drainage design
- Design of roadway or pedestrian lighting
- Design of landscape or special hardscape features
- Structural design or evaluation not explicitly identified in the scope, including but not limited to, any culvert design, additional foundation design, or evaluation of existing structures for additional loading
- Preparations for and/or attendance at Public Involvement Meeting(s)
- NEPA documents
- ADEM NDPES permitting
- ROW acquisition services
- Bid phase services
- Construction Administration (CA) and/or Construction Engineering & Inspection (CEI)
- Any additional traffic or civil consulting services

INFORMATION PROVIDED BY CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans, and specifications provided by the Client, the Client's consultants, or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

FEE SUMMARY

Kimley-Horn will accomplish the services outlined in **Tasks 1-7** for the total lump sum fee shown below.

Task 1	Field Survey (Schoel Engineering)	$12,200
Task 2	Traffic Signal Design	$17,300
Task 3	Geotechnical Design Services (Building & Earth)	$11,150
Task 4	Mast Arm Pole Foundation Design	$10,000
Task 5	Roadway Design	$99,000
Task 6	Right-of-Way Plats	$5,000
Task 7	ALDOT Permitting	$5,000
Total Lump Sum Fee		**$159,650**

Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley»Horn

CLOSURE

We will commence services only after we have received a fully-executed copy of the Agreement.

We appreciate the opportunity to submit this proposal to you. We look forward to performing these services for you and will begin work immediately upon your notification. Please contact me at 256-344-1149 or at jenny.brown@kimley-horn.com should you have any questions or requested changes.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Jenny Brown, P.E.
Project Manager | Associate

Clark Bailey, P.E., PTOE
Authorized Signer

Attachments:
Hourly Labor Rate Schedule
Subconsultant Proposal – Schoel Engineering Company, Inc.
Subconsultant Proposal – Building and Earth Sciences, Inc.

CITY OF HUNTSVILLE, ALABAMA

A Municipality

Signed:_____

Date:_____

Printed Name:_____

Title:_____

Email:_____

_____, Witness

Printed Name:_____

July 23, 2025
Kimley-Horn
200 West Side Square
Suite 53
Huntsville, Alabama 35801

Attention: Jenny Brown, PE

Re: Stadium Commons – Underpass Survey

Ms. Brown,

Below is the scope for the topographic survey for the Stadium Commons Underpass project. Please contact us with any questions or if further discussion is needed.

TOPOGRAPHIC SURVEY

A field-shot topographic survey of the site will be prepared. This survey would be the base for project design. The detailed project scope is below:

- Initial project research and coordination
- Establish site control
- Locate visible improvements (buildings, fences, curb, concrete, etc.)
- Locate visible utilities (water valves and meters, gas valves and meters, sanitary and storm sewers, electrical and telephone appurtenances, etc.)
- Contact Alabama One Call utility services to locate utilities in the public rights-of-way
- Shoot flow line elevations of visible sanitary and storm sewers, including the next upstream and downstream offsite structures
- Shoot topo on a 40-foot or equivalent grid including grade-breaks
- Research underground utilities with each respective utility company and identify on map
- Process field survey data and prepare a Topographic Survey Map showing spot elevations

Lump Sum Fee **$ 12,200**

Sincerely,

SCHOEL ENGINEERING CO., INC.

Benjamin T. Proctor, PLS
Land Survey Department Manager

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
101 Washington Street SE | Huntsville, AL 35801
P 256-539-1221 | schoel.com

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

July 22, 2025

Kimley-Horn
200 West Side Square
Suite 53
Huntsville, AL 35801

Attention: Ms. Jenny Brown, P.E. (jenny.brown@kimley-horn.com)

Subject: Proposal to Provide Subsurface Exploration
And Geotechnical Engineering Evaluation
Stadium Commons at US-231 Signal Poles
Huntsville, Alabama
Building & Earth Proposal No. HV27170R1

Dear Ms. Brown:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide subsurface exploration and geotechnical consultation services for the proposed signal pole additions to be located US-231 underpass at the Stadium Commons development in Huntsville, Alabama.

PROJECT INFORMATION

Project information was provided to Building & Earth by Ms. Jenny Brown of Kimley-Horn via email on June 30, 2025. A Google Earth KMZ file depicting the approximate potential signal pole locations was also provided via email from Ms. Brown on this date.

Based on the information provided, we understand that up to three mast arm traffic signals are to be installed at the existing US-231 underpass adjacent to the ongoing Stadium Commons development, approximately 1,000 feet south of the intersection of Don Mincher Dr SW and southbound US-231 Frontage Road.

GEOTECHNICAL SCOPE OF SERVICES

The purpose of the geotechnical exploration will be to determine general subsurface conditions at the site and to gather data on which to base a geotechnical evaluation with respect to the proposed construction. The information gathered from the proposed exploration will be evaluated in order to determine LPILE parameters for the signal pole installation, and to help determine if any special procedures will be required during the site preparation phase of the project. The work will include soil test borings, laboratory analysis, and an evaluation appropriate to address the geotechnical aspects of the proposed construction.

Coordination & Field Exploration

- Coordination and Scheduling: We plan to use a geotechnical drilling subcontractor to drill this site and will coordinate our work with you. A Building & Earth field engineer will lead field operations and be responsible for logging the soil test borings.
- Utility Clearances: We will contact AL811 for utility clearances.
- Drilling and Sampling: We will perform a total of up to three (3) soil test borings at the proposed locations of the mast arm signal foundations to a depth of 30 feet or auger refusal, whichever occurs first.

  Standard penetration testing (SPT) in accordance with ASTM D1586 will be performed in all borings at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. If the sampled soils are identified as fill, sampling will be performed continuously until residual soils are encountered. The precise locations for the mast arm signal foundations were not available at the time of this proposal. We understand that boring locations for the mast arm signals will be provided by the client prior to mobilization, and borings will be performed in these locations.
- If auger refusal is encountered at 20 feet or less, up to 10 feet of NQ-rock coring will be performed.
- Groundwater: After drilling the hollow stem auger borings, we will measure the groundwater level at the end of the day. Once groundwater readings are recorded, borings will be backfilled with auger cuttings and areas where concrete is present will be patched with bagged concrete.
- Traffic Control: Traffic control will be necessary for performing the scope of work outlined above. Building & Earth will subcontract a service to develop a site specific MUTCD traffic control plan and provide traffic control for the work.

Laboratory Testing

The quantity and nature of the laboratory tests we perform will vary depending upon the type of soils encountered. Based on the drilling scope and requested geotechnical evaluations, we anticipate performing the following laboratory tests:

Test	ASTM	No. of Tests
Natural Moisture Content	D2216	24
Atterberg Limits	D4318	3
Material Finer Than No. 200 Sieve by Washing	D1140	3
Unit Weight of Soil	D2937	2

Engineering Analysis and Reporting

The results of the investigation will be documented in a written report that will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations including a description of the groundwater conditions observed in the boreholes during drilling.
- A layout of the soil test boring locations, as well as northings/eastings referenced to the Alabama State Plane Coordinates System, elevations referenced to NAVD88 elevations, and GPS coordinates referenced to WGS 84, based on the results of the client's field survey.
- Presentation of laboratory test results.
- Boring logs that include LPILE parameters for the signal pole foundations, including cohesion/undrained shear strength of soil layers throughout the soil profile, soil modulus parameter *k*, and soil strain factor E_{50}, based on SPT data and lab scope defined above.

EXCLUDED SERVICES

The following services are specifically excluded from our proposed work plan:

- Surveying boring locations. We request that Kimley-Horn provide us with Northing, Easting, and elevations. We will also record GPS coordinates during the field exploration.

- Pavement coring and pavement recommendations.
- Foundation Design.

FEE AGREEMENT

Base Services Fee:

Task	Fee
Coordination and Field Exploration	$5,000
Traffic Control Services (1 day)	$3,200
Laboratory Testing	$1,350
Engineering Analysis and Reporting	$1,600
TOTAL LUMP SUM FEE	**$11,150**

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the estimated budget without prior authorization.

After issuance of the FINAL report, any additional revisions, client meetings, and/or consultations will be billed on a unit fee basis for a Geotechnical Professional at a rate of **$175/hr.**

SITE ACCESS AND UTILITIES

Based on Google Earth aerial imagery, it appears that the site is clear and accessible to our drilling equipment. We will notify the Alabama One Call service to locate buried utility lines. Building & Earth Sciences, Inc. will not be held responsible for damage to any unmarked utility lines or buried utility lines marked erroneously by others. Regrading and revegetation of areas disturbed by our drilling equipment is not included. Borings will be backfilled with auger cuttings upon completion of drilling.

AUTHORIZATION AND SCHEDULE

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should also be authorized in writing.

We anticipate that the field exploration could be started within 5 business days of receiving written authorization to proceed. We anticipate the field work will take approximately 1 working day to complete. The written report will be available within 10 business days following completion of the field exploration and laboratory testing. We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.

Kevin Edmondson, P.E.
Branch Manager/Principal

Jeff C. Pepper, P.E.
Chief Engineer/Principal

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

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

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

Type of Ownership ***(check appropriate box)***	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	~~Not Applicable~~
☐ General Partnership	~~Not Applicable~~
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: North Carolina, #0080648
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

State of Alabama, 000-853-991

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

We have included our formation documents in the form of our Certified Articles of Incorporation on the following pages.

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

Signature: _____ Title (if applicable): Associate

Type or legibly write name: Clark Bailey, PE, PTOE Date: February 4, 2025

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

2. City of Huntsville Engineering Standards, 1991.

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

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

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

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

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

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

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

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

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

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

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

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

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst I	$145 - $175
Analyst II	$185 - $220
Professional	$215 - $250
Senior Professional I	$265 - $345
Senior Professional II	$360 - $430
Senior Technical Support	$130 - $310
Technical Support	$105 - $180
Support Staff	$95 - $160

All rates will remain in effect through the duration of the project

Sub-Consultants will be billed per the Contract

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

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

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

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

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

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE: February 15, 2026		_____

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

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

COMMENTS:

_____

_____

_____

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

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

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
Building & Earth Sciences, Inc. 2607 Leeman Ferry Road, SW Suite 5 Huntsville, AL 35801	Geotechnical Design Services	$11,150.00
Schoel Engineering Company, Inc. 101 Washington Street, SE Huntsville, AL 35801	Field Survey	$14,000.00
	SUB-TOTAL	$25,150.00
	5% Administrative Fee	$1,257.50
	TOTAL	$26,407.50

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

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

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

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

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

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

DO _____ DO NOT _____

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

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

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

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

DATE:_____

ATTACHMENT 11

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO.	TITLE
INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.	

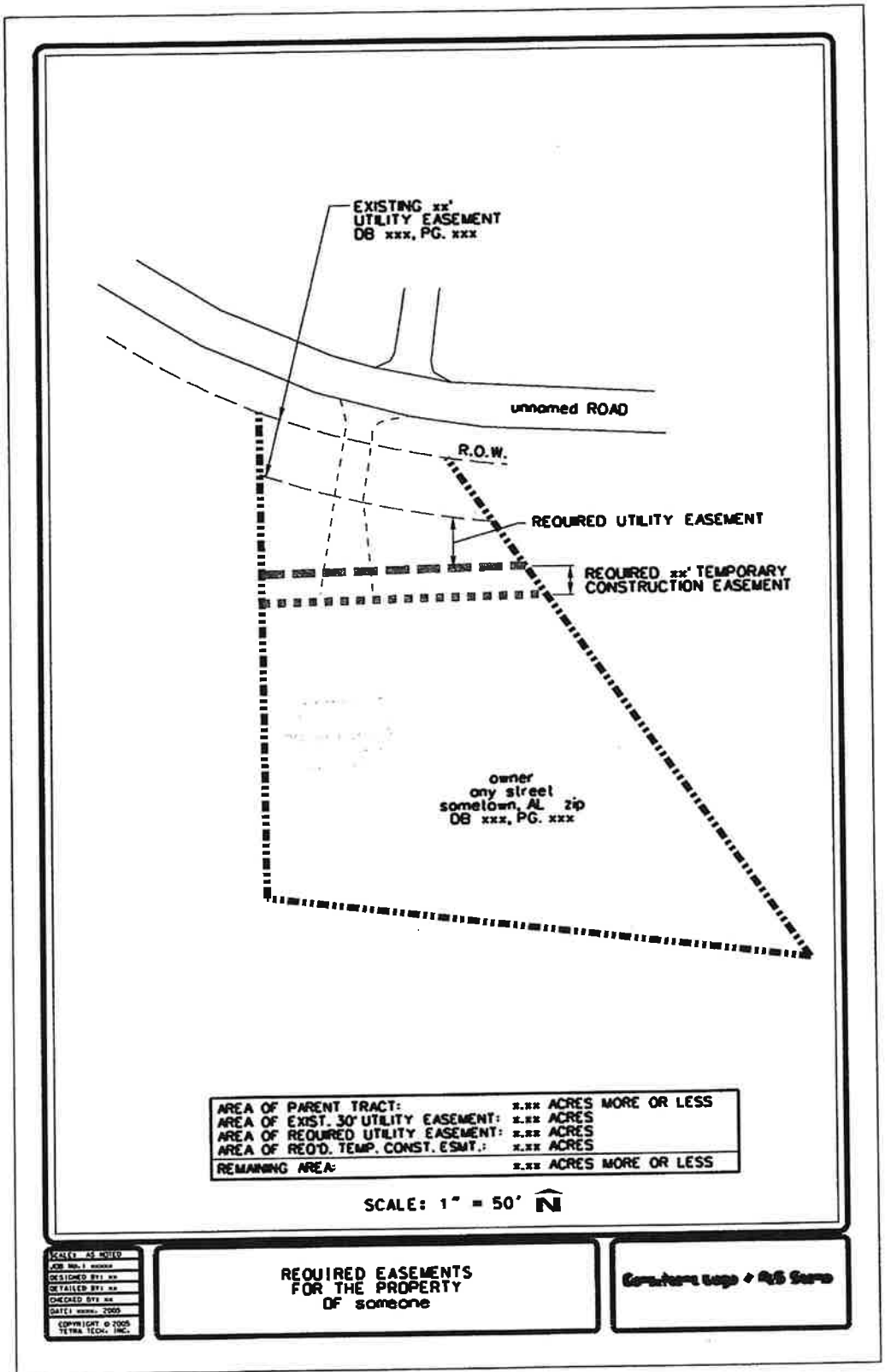
TITLE SHEET

PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

ATTACHMENT 12
SAMPLE



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

ATTACHMENT 13

United States National Map Accuracy Standards

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

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

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

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

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

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

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards *(SAMPLE)*

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

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

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

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

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

_____ Engineer

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-697

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn Mills Cawood, LLC, for Hillcrest Road Connector, Project No. 71-25-RD04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524008-00000000-
City Cost Amount: $30,000.00
Total Cost: $30,000.00

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:
Design services for roadway improvements at Hillcrest Road near Paramount Drive to improve access in the area. Lump Sum contract amount of $30,000.00.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5815

Department: Engineering

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn Mills Cawood, LLC, for Hillcrest Road Connector, Project No. 71-25-RD04.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524008-00000000-
City Cost Amount: $30,000.00
Total Cost: $30,000.00

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:
Design services for roadway improvements at Hillcrest Road near Paramount Drive to improve access in the area. Lump Sum contract amount of $30,000.00.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Agreement between the City of Huntsville, Alabama and Goodwyn Mills Cawood, LLC, in the amount of THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00) for Engineering Design Services for Hillcrest Road Connector, Project No. 71-25-RD04, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and Goodwyn Mills Cawood, LLC, for Engineering Design Services for Hillcrest Road Connector, Project No. 71-25-RD04," consisting of a total of nineteen (19) pages, plus thirty (30) additional pages consisting of Attachments 1-16, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GOODWYN MILLS CAWOOD, LLC

FOR

ENGINEERING DESIGN SERVICES

FOR

HILLCREST ROAD CONNECTOR

Project ID Number 71-25-RD04
August 14, 2025

_____
President of the City Council of the City of Huntsville, Alabama
Date: August 14, 2025

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
GOODWYN MILLS CAWOOD, LLC
FOR
ENGINEERING DESIGN SERVICES
FOR
HILLCREST ROAD CONNECTOR
Project ID Number 71-25-RD04

THIS AGREEMENT made as of the 14th day of August in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GOODWYN MILLS CAWOOD, LLC, (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional Engineering Services for design of Hillcrest Road Connector, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

1.4 The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER Professional Engineering Services for design of Hillcrest Road Connector.

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

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

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

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

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

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

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

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

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

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

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

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

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83) National Adjustment 2011 (NA2011)
Geoid Model:	Geoid18
Units:	US Survey Feet

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

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

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

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

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

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

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

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

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

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit

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

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

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

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of August 15, 2025. The final completion date for the completion of design services as outlined in Article 2 shall be February 15, 2026. The Director of Engineering has the right to grant a time extension of up to 6 months at his/her discretion.

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

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

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of

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

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

7.3 EFFECTIVE DATE

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

PAYMENT SUMMARY

Engineering Design Services – LUMP SUM AMOUNT OF	$30,000.00
TOTAL CONTRACT AMOUNT:	**$30,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof

should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 IRRIGATION AND IRRIGATION CONTROLLERS

9.5.1 All designs shall coordinate with the City of Huntsville Landscape Management Department. The basis of design shall be Rainbird Two-Wire System. BaseLine Irrigation Solutions may be considered where existing infrastructure exists but is subject to the approval of Landscape Management.

9.5.2 Contractor is to locate/flag irrigation system valves and moisture sensors at project completion to facilitate Owner's ability to gather GPS coordinates for maintenance purposes.

9.5.3 Bubbler style irrigation systems shall be used for tree installations with two bubblers at each tree ring. Drip Irrigation systems shall not be used. 1804 Spray Heads with SAM/PRS bodies are preferred.

9.6 CHANGES

9.6.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of

any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

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

9.7 ENGINEER'S RECORDS

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

9.8 SEAL ON DOCUMENTS

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

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

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

9.8.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more

than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.9 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.10 ESTIMATE OF CONSTRUCTION COST

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

9.11 TERMINATION FOR CAUSE

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

9.12 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

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

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual

property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

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

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

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

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 305 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

ENGINEER:
GOODWYN MILLS CAWOOD, LLC

BY: _____
Timothy Westhoven

TITLE: Transportation Manager

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2025.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated July 29, 2025, from Timothy Westhoven to Kathy Martin and attachments).

Goodwyn Mills Cawood

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

July 29, 2025

City of Huntsville Engineering Department
305 Fountain Circle SW
Huntsville, AL 35801

RE: Proposal for Engineering Design Services
Hillcrest Road Connector Huntsville, AL

Dear Ms. Martin:

Goodwyn Mills Cawood LLC is pleased to have this opportunity to offer a proposal for the above referenced project. The project scope of work will include field survey, geotechnical field exploration and report and preparation of construction plans in accordance with the City of Huntsville and ALDOT design standards. Following is a detailed scope of work for the survey, geotechnical and design services.

Engineering Survey Services

Goodwyn Mills Cawood, LLC shall perform Engineering Surveys for the Hillcrest Ave. NW and Paramount Dr. connector road improvements project in Huntsville, Alabama (Project Site). See the enclosed Site Map for details.

Scope

Existing Conditions Survey

Prepare a survey and drawing of the Project Site depicting existing conditions and or topography for engineering purposes to include the following:

A. Geometric Control (horizontal and vertical control points)
B. Establish existing rights of way, easements and/or property corner markers as shown on the recorded subdivision plats within the Project Site limits.
C. Survey of Project limits shown on the attached Site Map locating:
    1. One-foot contour and spot elevations
    2. Existing roadway and adjacent site features
    3. Sanitary and storm water sewer structures and invert elevations
    4. Overhead and subsurface utilities marked via the Alabama 811 utility locate system

Client Responsibilities

1. GMC request that all correspondence pertaining to the survey be provided in writing from one authorized representative.
2. Notify adjoining property owners in advance of field survey activities

Deliverables

The Project documents requested and/or required will be provided as a digital copy (e.g., CAD drawing, and/or a portable document format – pdf). Physical prints will be made available upon request and invoiced at GMC standard billing terms.

Schedule
Scheduling will commence upon receiving a written notice to proceed. The anticipated completion of the Existing Conditions Survey is forty-five (45) business days from the commencement date. Schedule is subject to delays caused by weather, site conditions, and/or ambiguities within the information provided for the Project.

The fee for the engineering survey is $6,500.

Geotechnical

Field Exploration

We propose to perform a total of three (3) pavement cores in the existing parking lot along the centerline of the proposed new connector road. In addition, we will perform Dual-Mass Dynamic Cone Penetrometer (DM-DCP) tests in the core holes to determine the subgrade strength in the upper 3 to 4 feet. In the grassed/wooded areas, we propose to perform two (2) additional DM-DCP tests to depth of about 5 to 10 feet to determine the soil subgrade properties. In the DM-DCP test locations within the grassed/wooded areas we propose to perform hand auger borings to determine the classification of the upper soils encountered at the site. We will provide limited traffic control during the drilling and coring process in the parking lot.

Laboratory Testing
A geotechnical engineer will visually classify soil samples obtained from the site. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents.

Reporting
All work will be performed under the direction of an Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory investigations are complete, we will provide you with a written report to include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs and a Boring Location Plan.
- Information regarding groundwater conditions, along with recommendations for controlling groundwater in excavations during construction if encountered.
- Recommendations for site preparation, anticipated undercut depths, excavation considerations, and construction of compacted fills.
- Recommended subgrade preparation.
- Recommended pavement section for the proposed roadway and resurfacing (if required) of the existing parking lot.

Materials Report Compensation
Based on the above scope of services, we will perform the above referenced services for the Materials Report for a fee of $8,500.

We have assumed that all utilities can be located by public utility locators and does not require private utility locators. We will not exceed the above estimated costs without prior authorization.

Schedule
Alabama state law requires a 48-hour notice for underground utilities to be located prior to drilling. We can begin our fieldwork in about 5 weeks of receiving authorization, weather dependent. We anticipate the boring layout and field exploration to take about 2 days. Laboratory testing will take about 2 to 3 weeks to complete. We will provide a written report within 4 weeks upon the completion of the laboratory testing. Preliminary design information can be provided if needed as it becomes available.

Construction Plans

The scope of work will include the design and development of plans for the relocation of Hillcrest Avenue at its' intersection with US-72. The design plans will be typical design plans including typical sections, plan/profile, drainage sections, traffic control, erosion control and construction details. The design will be based on City of Huntsville and ALDOT standards and specifications. It is anticipated that there will be two easements necessary for acquisition. GMC will provide the legal descriptions and tract sketches for these. It is anticipated that the City will use this information to assemble the deeds and perform the acquisition utilizing their legal staff.

The fee for construction plans is $15,000.

The total fee for all services as outlined above is $30,000.

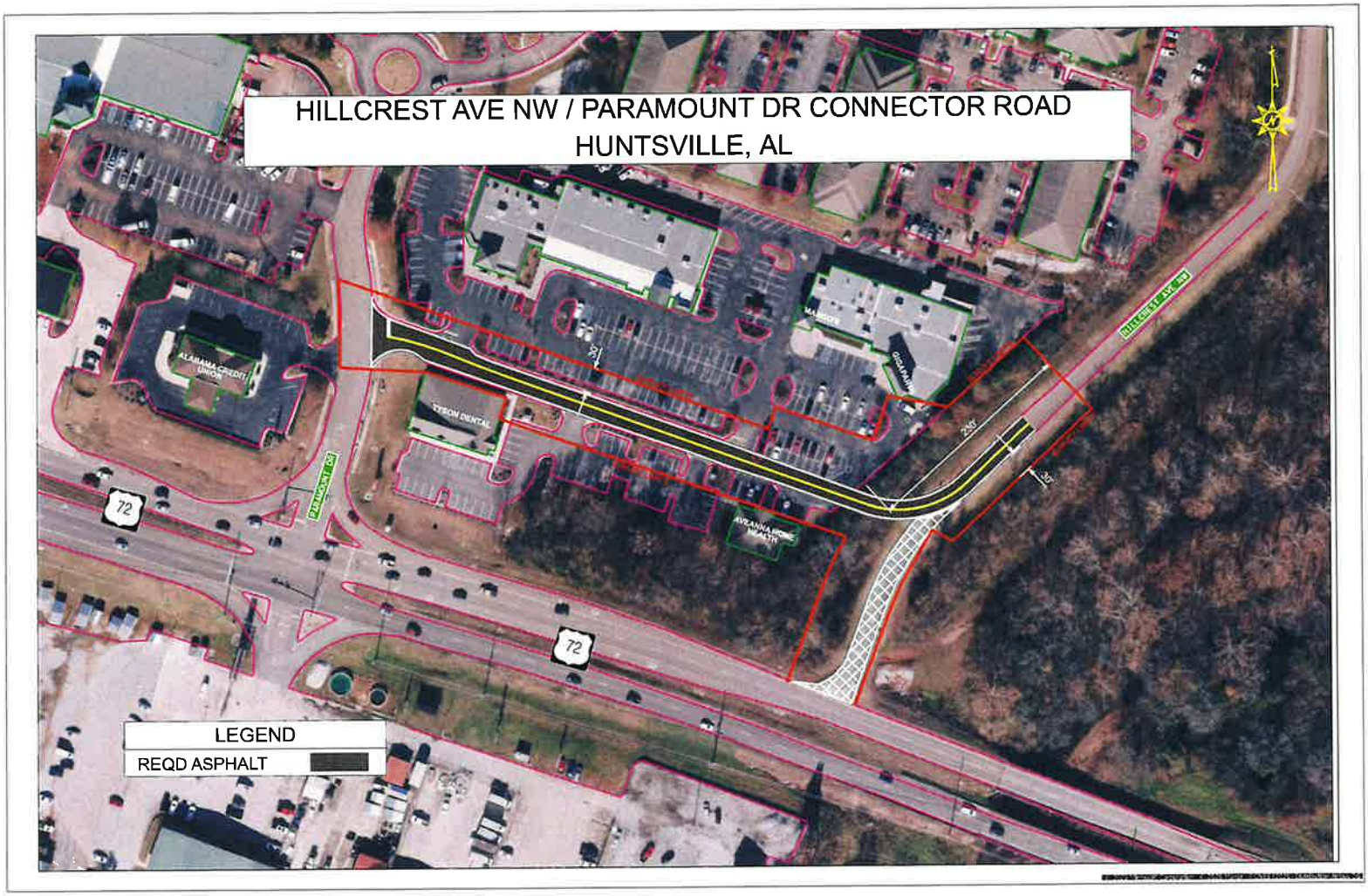
GMC sincerely appreciates the opportunity to provide these services for the City of Huntsville. Please contact me if you require any additional information or if we may be of any further assistance.

Sincerely,
GOODWYN MILLS CAWOOD, LLC

Timothy J. Westhoven

Timothy Westhoven
Transportation Manager

Enclosure


HILLCREST AVE NW / PARAMOUNT DR CONNECTOR ROAD
HUNTSVILLE, AL
LEGEND
REQD ASPHALT
72
72
PARAMOUNT RD
ALABAMA CREDIT UNION
CYBON DENTAL
AVRANNA HOME HEALTH
30'
23'
15'

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): Goodwyn, Mills & Cawood, Inc.
- City of Huntsville current taxpayer identification number (if available): 25760. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 104-406 AL
☐ Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Barbara Baker Title (if applicable): Comptroller

Type or legibly write name: Barbara Baker Date: 12/16/11

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

2. City of Huntsville Engineering Standards, 1991.

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

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

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

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

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

CONFERENCE FORMAT

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

ATTENDEES: (Required)

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

DISCUSSION TOPICS :

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

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

CONFERENCE FORMAT

ATTENDEES: (Required)

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

DISCUSSION TOPICS:

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

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

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

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

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

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

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

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

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

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

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

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

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

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

ATTACHMENT 4
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

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

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

GMC

Goodwyn Mills Cawood

May 23, 2025

City of Huntsville
305 Fountain Circle SW
Huntsville, AL 35801

Re: Certified Labor Rates

Transportation	Name	Average Hourly Rate
01 Project Manager/QAQC		**81.66**
	Charles Wright	77.65
	Timothy Westhoven	85.68
04 Civil Engineer I		**42.28**
	Matthew Wert	42.28
05 Civil Engineer Intern		**33.99**
	Jeffrey Theo	37.92
	Timothy Richards	32.03
	Tyler Palm	32.03
13 Contract Administrator		**31.25**
	Clara Posala	31.25

Survey	Name	Average Hourly Rate
01 Senior Land Surveyor		**53.24**
	Kirk Clayton	53.24
02 Project Surveyor Manager		**42.27**
	Scott Campbell	42.27
03 Crew Chief		**33.60**
	Wesley Moore	33.60
05 Rodman		**19.26**
	Dustin Rainwater	19.26
06 Survey Tech III		**36.21**
	Anthony Styba	36.21

Environmental	Name	Average Hourly Rate
02 Senior Biologist		**55.52**
	Stuart Blackwell	55.52
08 Environmental Technician II		**29.43**
	Sherri Groghan	29.83
	Bradley Baldwin	29.03

All rates will remain in effect through the duration of the project

I certify the above rates to be correct.

David Gulino

Building Communities

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

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

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

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

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

_____
_____
_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	February 15, 2026	_____

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

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

COMMENTS:

_____
_____
_____

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

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

_____ _____
CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER

(Article 9.2)

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

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

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

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

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

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in US Survey feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD83(2011) datum for horizontal control and NAVD88 (based upon latest Geoid) for vertical control. Since these surveys originate and terminate at points with datum adjusted Alabama State Plane Coordinates, all computed coordinates shall be datum adjusted NAD83(2011) Alabama State Plane Coordinates, U.S. Survey Foot, East Zone.

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER:_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

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

DO _____ DO NOT _____

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

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

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

OTHER: _____

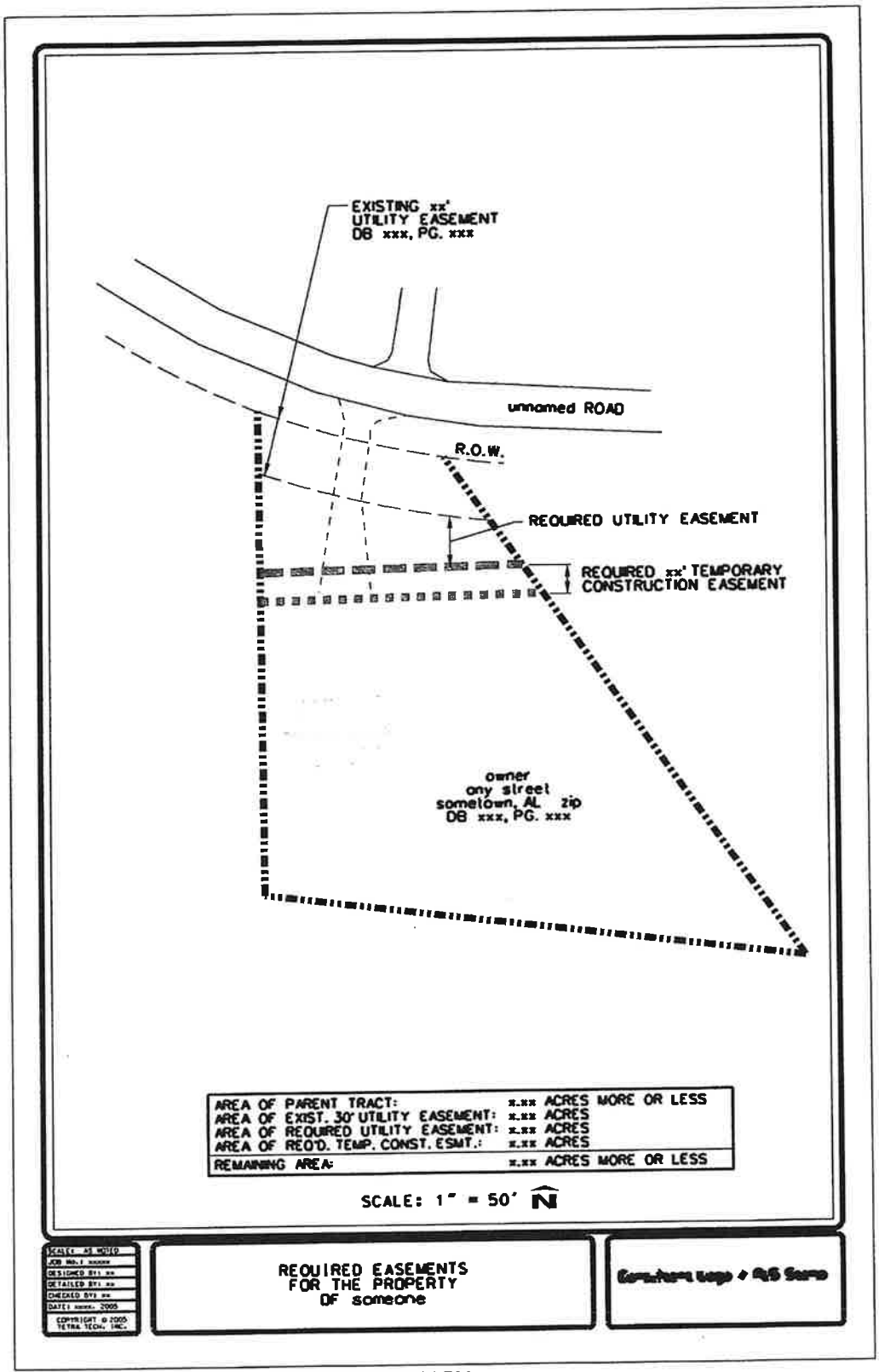
COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

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

DATE:_____

ATTACHMENT 12
SAMPLE



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

ATTACHMENT 13

United States National Map Accuracy Standards

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

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

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

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

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

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

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards *(SAMPLE)*

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

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

ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

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

_____ Engineer

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-698

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for 2025-2026 WPC On-Call Surveying Services, Project No. 71-25-SP19.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed $150,000.00

Total Cost: Not to Exceed $150,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5779

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for 2025-2026 WPC On-Call Surveying Services, Project No. 71-25-SP19.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed $150,000.00

Total Cost: Not to Exceed $150,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address:

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

Additional Comments:

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Garver, L.L.C., in the total amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for 2025-2026 WPC On-Call Surveying Services, Project No. 71-25-SP19, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Garver, L.L.C. for 2025-2026 WPC On-Call Surveying Services, Project No. 71-25-SP19," consisting of a total of seventeen (17) pages, plus twenty (20) additional pages consisting of Attachments 1-15, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

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

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

GARVER, L.L.C.

FOR

2025-2026 WPC ON-CALL SURVEYING SERVICES

Project No. 71-25-SP19

August 14, 2025

President of the City Council of the City of Huntsville, AL

Date: August 14, 2025

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
2025-2026 WPC ON-CALL SURVEYING SERVICES
PROJECT NO. 71-25-SP19

THIS AGREEMENT made as of the 14th day of August in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called SURVEYOR).

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

ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR

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

1.1 Professional Land Surveying services as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

ARTICLE 2 - SURVEYING SERVICES OF THE SURVEYOR

2.1 SURVEYOR shall provide for OWNER professional land surveying services for 2025-2026 WPC On-Call Surveying Services.

2.2 Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The

SURVEYOR warrants that such documents are accurate, coordinated, and adequate, and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER.

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

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

2.5 Field surveying work is required and shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. The Surveyor/Land Surveyor shall set property corners at the new right-of-way to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Easements shall be staked as requested by the City of Huntsville. An estimate for these services shall be included with the original proposal, Attachment "1", but final adjustments will be based on time and materials paid under Article 4 for Additional Services. Permanent stationing markings and right-of-way staking shall be performed one time as part of the design contract. Easement staking and re-staking station markings and right-of-way will be based on time and materials paid under Article 4 for Additional Services.

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

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES

ARTICLE OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

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

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

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

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

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

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

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

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

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

ARTICLE 6 - PERIOD OF SERVICES

6.1 The SURVEYOR shall commence services pursuant to this agreement as of August 15, 2025. The final completion date for the completion of design services outlined in Article 2 shall be August 15, 2026.

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

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

OWNER shall promptly notify the SURVEYOR. In either event, the SURVEYOR's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE SURVEYOR

7.1 BASIC SERVICES

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Not to Exceed (NTE) Ceiling Price of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for land surveying services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

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

PAYMENT SUMMARY

Land Surveying Services Not to Exceed (NTE) Ceiling Price of	$150,000.00
TOTAL CONTRACT AMOUNT:	**$150,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

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

classification and hours of such persons rendering the services shall be attached to the invoice.

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

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 PEER REVIEW

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

9.3 CLARIFICATION OF WORK

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

9.4 SUCCESSORS AND ASSIGNS

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and SURVEYOR.

9.5 CHANGES

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

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for

any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and SURVEYOR.

9.6 SURVEYOR'S RECORDS

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

9.7 SEAL ON DOCUMENTS

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

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

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

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

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the SURVEYOR for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the SURVEYOR. The SURVEYOR hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

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

9.10 TERMINATION FOR CAUSE

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

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

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

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

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

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

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

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

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

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

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

B. Other Than Professional Liability:

The SURVEYOR agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the SURVEYOR or the SURVEYOR's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts,

errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the SURVEYOR shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

The SURVEYOR shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the SURVEYOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

11.5 NO THIRD-PARTY BENEFICIARIES

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

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

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

11.9 STRICT COMPLIANCE

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

11.10 WAIVER

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

11.11 SEVERABILITY

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

11.12 ETHICS

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

11.13 STANDARD OF CARE

The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

11.14 ENTIRE AGREEMENT

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

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

SURVEYOR:
GARVER, L.L.C.

BY: _____

TITLE: Sr. Project Manager

ATTEST: _____

Given under my hand this 15th day

Of July, 2025.

_____
Notary Public

My commission expires Aug. 17, 2027

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2025.

_____
Notary Public

My commission expires _____

AMY E. KENNEDY
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

ATTACHMENT 1
SCOPE OF SERVICES

(Refer to attached letter dated July 1, 2025, from Loyd W. Carpenter to Randall Stewart, and Attachments.)

5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

July 1, 2025

Mr. Randall Stewart
City of Huntsville, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

Re: Proposal to provide Professional Land Surveying Services - City of Huntsville Water Pollution Control Department (WPC) 2025-2026 On-Call Surveying Services.

Dear Mr. Stewart:

Garver, LLC (**Garver**) is pleased to provide this proposal for land surveying services to assist the City of Huntsville, Water Pollution Control Department (**Client**). We understand the scope of work will include, but not be limited to, the following for On-Call Surveying Services:

Scope of Services

- Construction staking of proposed sanitary sewer manholes and lines with offsets per construction plans provided by the Client.
- Mark existing easements with wooden stakes and flagging for clearing and grubbing.
- Easement Acquisition Surveys to include a map of parent tract property with area calculations and a description of easements to be acquired.
- Provide as-built surveys in digital format to the City of Huntsville GIS Department.
- Provide any additional services as requested by WPC.

Schedule

- A timeline, scope of services, and fee estimate for each on-call service task will be provided by Garver, if requested by WPC, prior to work beginning.

Payment Terms

Our proposed fee for the above-described services would be based upon time and materials required to accomplish the work and in accordance with our current hourly rate schedule (attached). Based upon the above stated scope of services and the project information made available to us thus far we estimate the cost for these services would not exceed **$150,000.00.**

Other reimbursable expenses including reproduction, printing and courier service will be billed at our cost.

Payment by the Client to Garver will be made on a monthly basis, based upon statements submitted by Garver indicating specific staff utilized, hours and tasks accomplished.

We are prepared to begin work immediately upon authorization. Please contact us if you have any questions regarding this proposal.

We appreciate this opportunity and look forward to providing our services to you.

Sincerely,
Garver, LLC

Loyd W Carpenter

Loyd W. Carpenter, PLS
Alabama Survey Team Leader

In concurrence:

Mr. Randall Stewart Date

Director of Water Pollution Control

COH Account
Number:_____

Encl: 2025 Garver Hourly Rate Schedule

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): GARVER, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
☐ Individual or Sole Proprietorship	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☒ LLC (Multi-Member)	Number & State: 136653 - AL 01-0733400 - EIN
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

910309583 AL TAX ID

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

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

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

Signature: [signature] Title (if applicable): Regional Office Administrator

Type or legibly write name: JERRY D. McCARLEY Date: 1/6/12

Revised 12/7/2011

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

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

2. City of Huntsville Engineering Standards, 1991.

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

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

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

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

OMITTED

ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Garver, LLC
2025 Hourly Rate Schedule

Classification	2025 Rates
Engineers	
E-6	$303.00
E-5	$254.00
E-4	$216.00
E-3	$184.00
E-2	$162.00
E-1	$130.00
Designers	
D-3	$ 168.00
D-2	$ 154.00
D-1	$ 125.00
Technicians	
T-3	$ 146.00
T-2	$ 130.00
T-1	$ 108.00
Surveyors	
S-6	$ 227.00
S-5	$ 211.00
S-4	$ 146.00
S-3	$ 98.00
S-2	$ 77.00
S-1	$ 63.00
1-Man Crew (GPS/Robotics)	$ 185.00
2-Man Crew (Survey)	$ 225.00
3-Man Crew (Survey)	$ 285.00
2-Man Crew (GPS Survey)	$ 235.00
3-Man Crew (GPS Survey)	$ 285.00
Construction Observation	
C-5	$ 308.00
C-4	$ 270.00
C-3	$ 211.00
C-2	$ 157.00
C-1	$ 125.00
Administration / Management	
AM-3	$ 141.00
AM-2	$ 98.00
AM-1	$ 76.00

Note: Rates shown are valid through the end of this contract

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

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

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

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

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

_____

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	January 1, 2017	_____

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? _____YES _____ NO

COMMENTS:

_____

_____

_____

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

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

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

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE SURVEYOR
(Article 9.2)

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

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	**2**	Article 2.5
Products or materials specified by the SURVEYOR that are available from only one source.	OWNER	Prior to 100% submittal.	**N/A**	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	**N/A**	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	**N/A**	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	**N/A**	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	**2**	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements.	SURVEYOR	So as to not delay the services of the SURVEYOR.	**2**	Article 5.1, 5.2
Notification of delays.	SURVEYOR ; OWNER	Promptly	**4**	Article 6.1
SURVEYOR's monthly invoices.	OWNER	Monthly	**4**	Article 8.1.1
Consultant progress report.	OWNER	Monthly	**4**	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	**2**	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	**2**	Article 9.4
Termination notification.	OWNER or SURVEYOR	7 days prior to termination.	**2**	Article 9.10 & 9.11
Certificate of Insurance for SURVEYOR.	OWNER	At 0% design conference	**1**	Article 10.2(B), 10.6, and attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	**1**	Article 10.4(A)

Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	**1**	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 4	**N/A**	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	**3**	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	**N/A**	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	**N/A**	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	**N/A**	Attachment 4
Legal descriptions for takings.	Project Engineer	60% design review, 90% review, 100% complete.	**N/A**	Attachment 4
Traffic Control plan.	Project Engineer	60% design review.	**N/A**	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	**N/A**	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	**N/A**	Attachment 4
Relocation of Utilities	Project Engineer	0%-review of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	**2**	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	**N/A**	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete.	**1**	Attachment 4
Digital text files.	Project Engineer	100% complete.	**1**	Attachment 4
Bid Quantities.	Project Engineer	100% complete.	**N/A**	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	**1**	Attachment 4
Field notes.	Project Engineer	100% complete.	**1**	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	**1**	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 6

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME:_____ PROJECT NUMBER:_____

CONSULTING SURVEYOR:_____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

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

DO _____ DO NOT _____

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

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

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY:_____

OTHER:_____

COMMENTS:_____

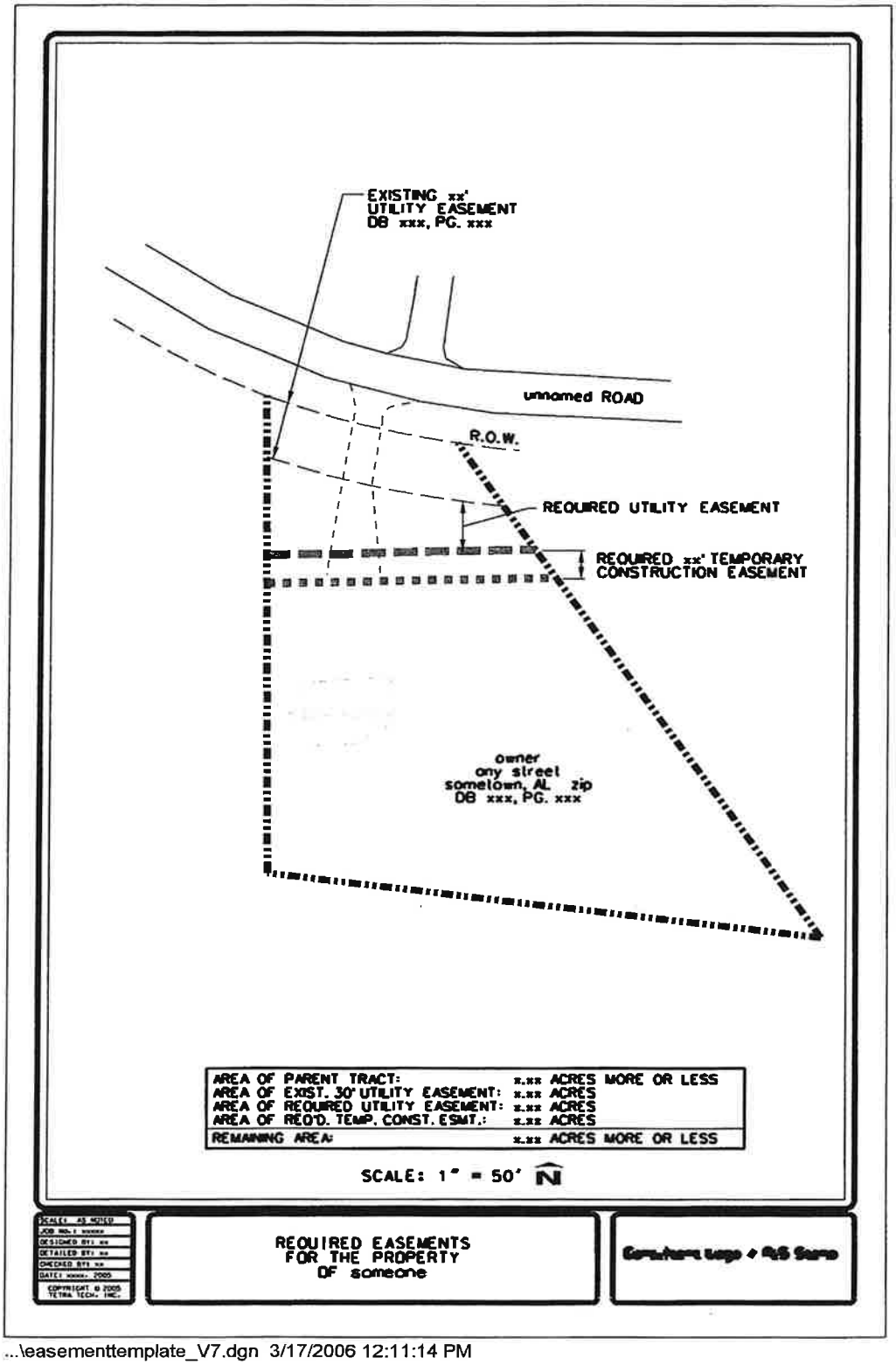
BY:_____
AUTHORIZED REPRESENTATIVE

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

DATE:_____

ATTACHMENT 11

ATTACHMENT 12
SAMPLE



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

ATTACHMENT 13

United States National Map Accuracy Standards

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

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. ***Published maps whose errors exceed those aforestated*** *shall omit from their legends all mention of standard accuracy.*
6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION

PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards *(SAMPLE)*

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-699

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and United Controls Corporation for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and Control Panels, Project No. 71-25-SP20

Resolution No.

Finance Information:

Account Number: 6020-76-00000-526000-00000000

City Cost Amount: Not to Exceed $150,000.00

Total Cost: Not to Exceed $150,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address:

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

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5802

Department: Water Pollution Control

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and United Controls Corporation for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and Control Panels, Project No. 71-25-SP20

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Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address:

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

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and United Controls Corporation in a total Not to Exceed (NTE) Ceiling Price of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and Control Panels, Project No. 71-25-SP20, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and United Controls Corporation for Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and Control Panels," consisting of a total of fifteen (15) pages, plus four (4) additional pages consisting of Attachments 1-3, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____
President or President Pro Tem of the City Council of the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

UNITED CONTROLS CORPORATION

FOR

PROFESSIONAL AND TECHNICAL SERVICES FOR CONSULTING, INSTALLATION, REPAIR, MAINTENANCE AND SUPPORT SERIVCES FOR THE CITY'S SCADA AND CONTROL PANELS

Project ID Number 71-25-SP20
August 14, 2025

President or President Pro Tem of the City Council of the City of Huntsville, AL
Date: August 14, 2025

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AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
UNITED CONTROLS CORPORATION
FOR
PROFESSIONAL AND TECHNICAL SERVICES FOR CONSULTING, INSTALLATION, REPAIR, MAINTENANCE AND SUPPORT SERIVCES FOR THE CITY'S SCADA AND CONTROL PANELS

Project ID Number 71-25-SP20

THIS AGREEMENT made as of the 14th day of August in the year 2025, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and UNITED CONTROLS CORPORATION, (hereinafter called REPRESENTATIVE).

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

ARTICLE 1 - ENGAGEMENT OF THE REPRESENTATIVE

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

1.1 Professional engineering services for professional and technical services including consulting, installation, repair, maintenance and support services for the City's SCADA and control panels, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

1.3 Execution of this Agreement by the REPRESENTATIVE constitutes a representation that the REPRESENTATIVE has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented.

ARTICLE 2 –SERVICES OF THE REPRESENTATIVE

2.1 REPRESENTATIVE shall provide for OWNER professional services for professional and technical services including consulting, installation, repair, maintenance and support services for the City's SCADA and control panels.

2.2 These services shall include consultation and advice as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.

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

2.4 The REPRESENTATIVE shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 2

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

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

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES

OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

OMITTED

ARTICLE 5 - RESPONSIBILITIES OF OWNER

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

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

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

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

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

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

ARTICLE 6 - PERIOD OF SERVICES

6.1 The REPRESENTATIVE shall commence services pursuant to this agreement as of August 15, 2025. The final completion date for the completion of design services as outlined in Article 2 shall be August 15, 2026.

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

If the REPRESENTATIVE becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the REPRESENTATIVE's control, which may result in the schedule of performance of the REPRESENTATIVE's services not being met, the REPRESENTATIVE shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the REPRESENTATIVE's schedule, the OWNER shall promptly notify the REPRESENTATIVE. In either event, the REPRESENTATIVE's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE REPRESENTATIVE

7.1 BASIC SERVICES

The OWNER shall compensate the REPRESENTATIVE for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the NOT TO EXCEED CEILING PRICE OF ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for design services as described in Article 2. Additional services of the REPRESENTATIVE as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES - OMITTED

7.3 NOT TO EXCEED (NTE) CEILING PRICE

The City of Huntsville (COH) will not be obligated to pay the REPRESENTATIVE any amount in excess of the NTE ceiling price as per Attachment "1", and the REPRESENTATIVE shall

not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the REPRESENTATIVE in writing that the NTE ceiling price has been increase and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price will increase will be done by a written unilateral change order to the contract issued by the City that will not require the REPRESENTATIVE's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the REPRESENTATIVE in excess of the NTE ceiling price before the increase shall be allowable in the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the REPRESENTATIVE and a properly executed copy is mailed to the REPRESENTATIVE with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the REPRESENTATIVE, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the REPRESENTATIVE and the REPRESENTATIVE will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Professional and Technical Services for Consulting, Installation, Repair, Maintenance, and Support Services for the City's SCADA and control panels – NOT TO EXCEED CEILING PRICE OF $ 150,000.00

TOTAL CONTRACT AMOUNT: **$ 150,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The REPRESENTATIVE shall submit monthly invoices to the Administrative Officer in the Water Pollution Control Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the REPRESENTATIVE must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the REPRESENTATIVE on the invoice shall constitute the REPRESENTATIVE's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the

invoice have been reasonably incurred, that all obligations of the REPRESENTATIVE covered by prior invoices have been paid in full, and that, to the best of the REPRESENTATIVE's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the REPRESENTATIVE the payment of any portion thereof should be withheld. Submission of the REPRESENTATIVE's invoice for final payment and reimbursement shall further constitute the REPRESENTATIVE's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the REPRESENTATIVE to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. REPRESENTATIVE must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the REPRESENTATIVE, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the REPRESENTATIVE until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the REPRESENTATIVE to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the REPRESENTATIVE.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

(a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
(b) Charges for long-distance communications;
(c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
(d) Actual costs of reproduction for items in excess of those included in the required services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The REPRESENTATIVE shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All REPRESENTATIVES are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax

Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and REPRESENTATIVE agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 CANCELLATION OF WORK

This agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, REPRESENTATIVE shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of REPRESENTATIVE and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to the OWNER.

9.3 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.4 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the REPRESENTATIVE. In the event of such a termination without cause, the REPRESENTATIVE shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the REPRESENTATIVE shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The REPRESENTATIVE shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The REPRESENTATIVE shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the REPRESENTATIVE, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an “occurrence” basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs REPRESENTATIVEs Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. “Waivers of Subrogation” in favor of the OWNER shall be endorsed to Workers’ Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$ 2,000,000 General Aggregate Limit
$ 2,000,000 Products - Completed Operations Aggregate
$ 1,000,000 Personal & Advertising Injury
$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

E. Employers Liability:

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The REPRESENTATIVE is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the REPRESENTATIVE shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this

document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE REPRESENTATIVE:

The REPRESENTATIVE shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The REPRESENTATIVE, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the REPRESENTATIVE or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the REPRESENTATIVE shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the REPRESENTATIVE has reason to believe the use of a required design, process or product is an infringement of a patent, the REPRESENTATIVE shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

The REPRESENTATIVE agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the REPRESENTATIVE or the REPRESENTATIVE's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts,

errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the REPRESENTATIVE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the REPRESENTATIVE.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The REPRESENTATIVE understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The REPRESENTATIVE shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the REPRESENTATIVE, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and REPRESENTATIVE.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the REPRESENTATIVE.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, electronic media, computer source code furnished by the OWNER to the REPRESENTATIVE belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the REPRESENTATIVE, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the REPRESENTATIVE on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-883-3682, or is sent by U.S. Mail, postage prepaid to City of Huntsville Water Pollution Control, P. O. Box 308 (35804), 1800 Vermont Road (35802), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.8 FEDERAL IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the REPRESENTATIVE with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the REPRESENTATIVE's obligations.

11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.12 ETHICS

The REPRESENTATIVE shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The REPRESENTATIVE shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The REPRESENTATIVE shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the REPRESENTATIVE, OWNER or PROJECT in which the REPRESENTATIVE has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the REPRESENTATIVE or in which any consultant, trade contractor, subcontractor, or supplier of the REPRESENTATIVE has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the REPRESENTATIVE and the REPRESENTATIVE'S sub-consultants shall not offer services to the OWNER'S contractor.

11.13 STANDARD OF CARE

The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the REPRESENTATIVE and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and REPRESENTATIVE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

REPRESENTATIVE:

BY: Christopher Day

TITLE: Vice President

ATTEST: David E McQueen

Given under my hand this 23rd day

Of July, 2025.

Ta'Nisha Renee Finch
Notary Public

My commission expires 6-13-2029

TA'NISHA RENEE FINCH
Notary Public, Alabama State At Large
Madison County
My Commission Expires June 13, 2029

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2025.

_____
Notary Public

My commission expires _____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter from Chris Gray to Randall Stewart and attachments).

UNITED CONTROLS CORPORATION

Huntsville Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

United Controls Corporation is pleased to offer our services for the following work:

- Control panel assembly and testing (including incidental components)
- Installation assistance with control panels and instrumentation
- On site start-up, configuration, and testing assistance as needed
- Troubleshooting and repairs (if needed)

The typical categories that would be used for service are listed below along with their rate from UCC's 2025 Standard Service Rate Schedule:

Senior Systems Engineer	**$185**
Systems Analyst	**$155**
Technician	**$125**
Programmer	**$125**
AutoCAD Drafter	**$90**
Incidental Materials	**Cost + 15%**

United Controls Corporation proposes to provide the listed services at these rates (plus incidental material costs) for a maximum amount of $150,000 for 1 year. Please let me know if you have any questions.

Thanks,

Chris Gray
Vice President – Senior Systems Engineer
United Controls Corporation
29835 Old Hwy 20
Madison, AL 35756
cgray@ucc-scada.com
(256) 971 – 6144 X.205

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s): United Controls Corporation, Inc.
- Doing business as (if applicable): _____
- City of Huntsville current taxpayer identification number (if available): 1015
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership**. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable:

Type of Ownership (*check appropriate box*)	**Entity I. D. Number [1]**	**Formation Documents (if required see footnote 2 below) [2]**	**Immigration Law Applies**	**Individuals Who Must Be Verified Under Immigration Law**
☐ Individual or Sole Proprietorship	~~Not Applicable~~	~~Not Applicable~~	Yes	Each individual or sole proprietor
☐ Partnership	~~Not Applicable~~	See Paragraph C	Yes	Each partner if an individual
☐ Limited Partnership	Number: _____	Formation Documents (See Paragraph C)	Yes	Each general partner if an individual
☐ Limited Liability Partnership (LLP)	Number: _____	Formation Documents (See Paragraph C)	No, unless not a Registered LLP	Each partner of a Non-Registered LLP if an individual
☐ Limited Liability Company (LLC) (Single Member)	Number: _____	Formation Documents	Yes	Sole member if an individual
☐ LLC (Multi-Member)	Number: _____	Formation Documents	No	~~Not Applicable~~
☑ Corporation	Number: 000-056-265	Formation Documents	No	~~Not Applicable~~
☐ Other, please explain:	Number: _____ (if a filing entity under state law)	To be determined	To be determined	To be determined

C. **Immigration Law**. Please note that each owner who is an individual, as identified in the last column of the chart above, must provide proof of U.S. Citizenship or lawful alien presence in accordance with Ala. Act 2011-535 by completing the applicable forms, as provided by the City. In the case of a partnership whose partners must be verified, you are requested to please provide a copy of the Partnership Agreement or other appropriate documentation evidencing the names of each individual who is a partner in the partnership, unless such information is available by searching the Alabama Secretary of State's website and an Entity I.D. Number has been provided.

---

[1] **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

[2] **Formation Documents.** Formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents of the entity, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-700

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 Velvet Pines Developers LLC for construction services of the Huntsville Police Department S.O.D

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523051-00000000

City Cost Amount: $774,518.00

Total Cost: $774,518.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2411 Ninth Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
This contract involves selective demolition and renovation to create additional office and storage space. This includes the installation of metal stud partitions, rubber base, suspended acoustical ceiling system, modifications to mechanical, plumbing, fire suppression, electrical, and communication systems, and limited scope of the second floor to include selective demolition and installation of life safety devices per electrical drawings, repairing finish surfaces, including walls and ceilings. This contract is for 150 Days.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5797

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 Velvet Pines Developers LLC for construction services of the Huntsville Police Department S.O.D

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523051-00000000

City Cost Amount: $774,518.00

Total Cost: $774,518.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2411 Ninth Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
This contract involves selective demolition and renovation to create additional office and storage space. This includes the installation of metal stud partitions, rubber base, suspended acoustical ceiling system, modifications to mechanical, plumbing, fire suppression, electrical, and communication systems, and limited scope of the second floor to include selective demolition and installation of life safety devices per electrical drawings, repairing finish surfaces, including walls and ceilings. This contract is for 150 Days.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Fixed Price Agreement by and between the City of Huntsville and Velvet Pines Developers LLC., for Construction Services for the Huntsville Police Department S.O.D, Huntsville, Alabama in the base bid amount of Seven Hundred Seventy Four Thousand Five Hundred Eighteen Dollars and No/100s ($774,518.00) 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 Velvet Pines Developers LLC, 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 Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND VELVET PINES DEVELOPERS LLC WITH ARCHITECTURAL SUPPORT FROM CITY OF HUNTSVILLE ARCHITECT (JEFFREY S. ALPHA, A.I.A.)

~~~~~~

This Agreement is made by and between: City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and: Velvet Pines Developers LLC
69160 Hwy 59; Suite 1
Mandeville, Louisiana 70471

(hereinafter referred to as the "Contractor") under seal for construction described below to be rendered for the following Project:

Project Title: HPD S.O.D. First Floor Modifications
Project Location: 2411 Ninth Avenue
General Description: This contract involves selective demolition and renovation to create additional office and storage space. This includes the installation of metal stud partitions, rubber base, suspended acoustical ceiling system, modifications to mechanical, plumbing, fire suppression, electrical and communication systems, and limited scope of the second floor to include selective demolition and installation of life safety devices per electrical drawings, repairing finish surfaces including walls and ceilings. This contract is for 150 Days.

Date: August 14, 2025

President of the City Council: _____
~~~~~~

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Plans and Project Manual dated May 1, 2025, addenda(s) **1-2** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral discussions, communications, representation, understandings, negotiations, or agreements, if any, between the Owner and Contractor, unless specifically referenced and included in paragraph 1.2 above.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement or relationship between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein: second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.

1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set 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 froth for Final Completion, shall constitute the "Contract Time."

3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum identified below per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$0	$500,000	$750
$500,000	$1,000,000	$1,000

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$1,000,000	$2,000,000	$1,500
$2,000,000	$10,000,000	$2,000
$10,000,000	—	$3,000

ARTICLE IV
CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of all of the Work and obligations required herein, the Fixed Price Agreement of

$ 774,518.00 - Base Bid
Seven Hundred Seventy-Four Thousand Five Hundred Eighteen 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 $ 34,853.00 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 identified below per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work.

Contract Value From	To and Including	Liquidated Damages per Calendar Day
$0	$500,000	$750
$500,000	$1,000,000	$1,000
$1,000,000	$2,000,000	$1,500
$2,000,000	$10,000,000	$2,000
$10,000,000	—	$3,000

Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to close out of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.

5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI
THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract , any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.

6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in "Exhibit A" entitled "Contract Modification Request" which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the owner may have against the Contractor, proceed to carry out the subject Work with its own forces or with the forces of another. In such a situation, the Contractor shall be fully responsible and be liable for the costs of performing such work by the Owner and an appropriate contract modification shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's Representative's and Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. The rights set forth herein are in addition to and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

6.4 OWNER'S POINT OF CONTACT

6.4.1 The Owner's point of contact shall be **Natasha Wright.** The telephone number on-site is **(256)427-5281**.

ARTICLE VII
THE CONTRACTOR

7.1 CONTINUING DUTY

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion o f the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission,

inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.2.2 The Contractor shall strictly supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3 REVIEW OF FIELD CONDITIONS

7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor’s warranty.

7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney’s fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.

7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder

expressly warrants and guarantees to the Owner:

7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.

7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.

7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.

7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.

7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

7.5.1 The Contractor shall obtain and pay for all permits, fees and licenses, **excluding aid to construction**, necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key Supervisory personnel assigned by the Contractor to this Project are as follow:

Name	**Function**
Paul Pence	President

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 SCHEDULE

7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Architect for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one updated record copy of this Contract marked to record on a current basis, amendments, revisions, changes, selections and modifications made during the term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Architect at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Architect shall have no duty to review partial submittals, unsolicited, or incomplete submittals.

7.9.3 The Contractor shall review, approve and submit to the Architect and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled for each submittal, the actual date of each submittal, the date of any resubmittal, the

date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Architect on a weekly basis and presented during the weekly project meeting.

7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Architect. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Architect and Owner and approval in accordance with paragraph 7.9.

7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Architect on previous submittals.

7.9.7 Informational submittals upon which the Architect is not expected to take responsive action shall be so identified in the Contract Documents.

7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.

7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.

7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

7.10.4 **Access to the Site**: The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 ROYALTIES AND PATENTS

7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

7.13 SAFETY PRECAUTIONS AND PROGRAMS

7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Architect and the Owner for their approval, a written Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.

7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.

7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby.

2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1 , except damage or loss attributable to acts of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 7.13.

7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Architect.

7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that any such emergency occurs, the Contractor shall promptly notify the Owner and the Architect within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

7.16 CONTRACTOR REPRESENTATIONS

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.

7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in

all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 The Architect for this project is **Jeffrey S. Alpha (A.I.A.- City of Huntsville 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 therefore, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, material men or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 **CLAIMS FOR ADDITIONAL TIME -** If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX
SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

9.1.2 A sub-subcontractor is an entity which has a direct or indirect contract with a subcontractor to perform a portion of the work.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

9.3 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.

9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the

Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X
CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.

10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding ($15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.

10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.

10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.

10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.

10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.

10.2.8 Change Orders increasing the Contract Price by in excess of $5,000, the following allowance for overhead and profit shall be utilized :

1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.

2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.

3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.

4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

For Change Orders increasing the Contract Price by less than $5,000 or less, increase the above allowances from 5% to 10% and 10% to 15%. There shall be no additional costs included in Change Orders for any field office personnel time related to estimating or layout required by a Change Order or for field superintendent or field office operational costs provided the changes are performed during the orderly sequencing of the work and not requiring a time extension or special crews.

10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.2.11 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

(1) by mutual agreement between the Owner and the Contractor as evidenced by

(a) the change in the Contract Price being set forth in the Change Order,

(b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and

(c) the Contractor's execution of the Change Order; or,

(2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

11.1.1 If any of the Work is covered, concealed or obscured contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of renovating and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 **FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor’s right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a)The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b)The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c)Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.1.5 The Owner specifically reserves the right to convert a termination for convenience into a termination for cause within one (1) year after the effective date of the termination for convenience, in the event that the Owner becomes aware of circumstances or conditions with regards to the Work that would have warranted the Owner terminating for default, had those circumstances or conditions been properly known by the Owner, at the time of the termination for convenience. The Owner may, upon written notice to the Contractor of its intention to convert the termination for convenience to a termination for cause, initiate the termination for cause procedures at that time, as set forth in the Performance Bond, and the termination for convenience shall then be converted to a termination for cause.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Owner’s and the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII
INSURANCE

13.1 INSURANCE

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

Products and Completed Operations
Contractual Liability
Personal Injury and Advertising Injury
Explosion, Collapse and Underground Hazards (X.C. and U)
Broad Form Property Damage Liability
Severability of Interests
Waiver of Subrogation
Per Project Aggregate Limits

2. Professional Liability:

Only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or omission in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Railroad's Protective Bodily Injury Liability and Property Damage Liability Insurance:

In any case where contract involves work within fifty (50) feet of a railroad right-of-way, the contractor shall carry insurance for himself and insurance in the name of the Railroad Company in the amounts and under the terms specified in the special provisions for each contract.

4. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms. Waiver of subrogation to be included.

5. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waiver of subrogation shall be included.

6. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

7. Owner's, Contractors Protective Liability:

Insurance naming the City of Huntsville, Alabama as the Named Insured.

8. Property Insurance:

Builders Risk Coverage, Special Form (including earthquake, sinkhole, and flood unless waived by the City of Huntsville) with a limit of no less than 100% of the completed value. The City of Huntsville and the Contractor should be the Named Insured as their interests may appear in improvements, repairs, and additions. The coverage should extend to all materials relative to the Work wherever located and in transit. The deductible shall not exceed $10,000 per occurrence and shall be borne by the contractor. Higher deductibles for earthquake, sinkhole, and flood may be approved by the City of Huntsville on a case by case basis.

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$2,000,000 General Aggregate Limit
$2,000,000 Products - Completed Operations Aggregate
$2,000,000 Personal & Advertising Injury
$2,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis:

$500,000 Per Claim – Land Surveyors
$1,000,000 Per Claim – Other Professionals

3. Railroads Protective:

$500,000

4. Automobile Liability:

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

5. Workers' Compensation:

As Required by the State of Alabama Statute

6. Employers Liability:

$100,000 Bodily Injury
$500,000 Policy Limit by Disease

7. Owner's, Contractors, Protective:

$1,000,000 Per Occurrence
$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

a. For projects or contract values in excess of $5,000,000, Umbrella or Excess Liability Insurance is required in an amount of $5,000,000 per occurrence and $5,000,000 aggregate.

b. For projects with contract value in excess of $10,000,000 Umbrella or Excess Liability insurance is required in an amount of $10,000,000 per occurrence and $10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its agents and their officers, employees, representatives and specified volunteers are to be covered as Additional Insured's, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the contractor and sub-contractor, if any, for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its agents and their officers, employees, representatives or specified volunteers. Waiver of subrogation shall be included.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its agents and their officers, employees, representatives, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Owner, its agents and their officers, officials, employees, representatives or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Owner b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers qualified to do business in the State of Alabama with an A. M. Best's rating of no less than **A- V.**

E. VERIFICATION OF COVERAGE:

The Owner and the City of Huntsville shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner and the City of Huntsville with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE GENERAL CONTRACTOR, OR ARCHITECTS, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD:

The Contractor shall specifically include all subcontractors as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Contractor shall include all architects, engineers, land surveyors or consulting firms working for him as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors or consulting firms working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including but not limited to, attorney’s fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss of expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from and (2) is caused by, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any

of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Contractor agrees that as respects to negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the Owner, its agents and their officers, representatives, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the Contractor or any sub-consultants directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. Indemnity:

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XIV
MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 SUCCESSORS AND ASSIGNS

14.2.1 The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

14.3 WRITTEN NOTICE

14.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.4. RIGHTS AND REMEDIES

14.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.

14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.

14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.

14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.

14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

14.6.1 The Contractor shall maintain policies of employment as follows:

14.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

14.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin

14.7 SURETY BONDS

14.7.1 The Contractor shall furnish separate performance and payment bonds on the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

14.9.1 This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.

14.10 DOMESTIC PREFERENCES

14.10.1 In the performance of this contract, the contractor shall comply with Ala. Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

14.10.2 (a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

14.11.1 The Contractor shall dispose of all non-hazardous construction debris and waste at Solid Waste Disposal Authority of the City of Huntsville, Alabama. Any construction waste and debris not permitted to be disposed at the Solid Waste Disposal Authority shall be disposed at an alternate location selected by the Contractor.

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

14.12.1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: "By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all

damages resulting therefrom."

14.14 CERTIFICATE OF COMPLIANCE WITH ACT 2016-312 (Ala.Code (1975) Section 41-16-5 (b)

I, the undersigned, certify to the State of Alabama as follows:
a. I am authorized to provide representations set out in this Certificate as the official and binding act of the Contractor, and have knowledge of Alabama's Act 2016-312. b. In compliance with Act 2016-312, the Contractor is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*Signature: _____

*Name of Certifying Official (print):_____

*Title: _____

Date of Certification: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20___.

_____
Signature of Witness

_____
Printed Name of Witness

CONTRACTOR	OWNER
SEAL	SEAL
Paul Pence **By:**	**Tommy Battle** **By:**
(SIGNATURE)	**(SIGNATURE)**
Paul Pence **Velvet Pines Developers LLC** **69160 HWY 59, Suite 1** **Mandeville, LA 70471**	**Tommy Battle, Mayor** **City of Huntsville** **308 Fountain Circle** **Huntsville, AL 35801**
(DATE OF EXECUTION)	**(DATE OF EXECUTION)**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ **CMR NUMBER:** _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

_____

_____

_____

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): _____
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): _____
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT
3. **SUBMITTED BY:**
   A. CONTRACTOR _____
   B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** _____
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   _____ VALUE ENGINEERING OR COST REDUCTION
   _____ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   _____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   _____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. CoH ESTIMATOR _____
   B. CoH PROJECT MANAGER _____
   C. DEPARTMENT HEAD (CUSTOMER) _____
   D. CoH FACILITIES PROJ MANAGER _____
   E. DEPARTMENT HEAD (GS) _____

*****THIS EXECUTED FORM DOES NOT CONSTITUTE A CHANGE ORDER. THIS DOCUMENT IS AN ACKNOWLEDGEMENT BY THESE DESIGNATED REPRESENTATIVES THAT THEY RECOMMEND TO THE CITY OF HUNTSVILLE'S CITY COUNCIL TO APPROVE THE CHANGE IN CONTRACT SUM, SCOPE AND OR TIME STATED HEREIN. THE CITY OF HUNTSVILLE'S CITY COUNCIL MUST APPROVE ALL CHANGE ORDERS.*****

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: _____ **CMR NUMBER:** _____

DESCRIPTION	MATERIAL COST				LABOR COST			EQUIPMENT			SUBCONTRACT	TOTAL
	QTY	UNIT	UNIT COST	SUBTOTAL	HOURS	RATE/HR	SUBTOTAL	DAYS	UNIT COST	SUBTOTAL	SUBTOTAL	
SUBTOTAL A												
SALES TAX			9.0%									
LABOR BURDEN			%									
SUB BOND			%									
SUBTOTAL B												
OVERHEAD & PROFIT			%									
TOTAL AMOUNT FOR CMR												

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

00270-39
REVISED 05-01-2025 LEGAL APPVD

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____ PROJECT:_____
TO:_____

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to

FURNISH the necessary labor, materials and equipment
to_____
(Description of work to be done or changes to be made)

TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE (NOTE: Numbers in parentheses are deductions).

For this Change $_____	$
ORIGINAL CONTRACT PRICE	$
Net total previous Change Orders	$
Previous revised Contract Price	$
This Change Order No. _____ ADD (DEDUCT)	$ _____
Revised Contract Price this date	$

Extension of time resulting from this Change Order _____ (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of _____ .

This contract modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any father claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

_____
(Company)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

CONTRACTING PARTIES

_____
(Contractor)

By_____
(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By_____
(Its Mayor)

By_____
(President of City Council)

Date_____

"Exhibit C"

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, in the amount of _____ Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto
and
identified as "Fixed Price Agreement between City of Huntsville and _____" consisting of forty (40) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2025.

_____
Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of _____, 2025, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Velvet Pines Developers LLC** 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 **Huntsville Police Department S.O.D. First Floor Modifications**. 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 **Huntsville Police Department S.O.D. First Floor Modifications** located **2411 9th Avenue,** 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 **Velvet Pines Developers LLC**, 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 **Velvet Pines Developers LLC** The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date of this Partial Release and Waiver of Liens, excepting only the

following (claims not listed separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):

In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the _____ day of _____, 2025.

Name: _____ Witness

By:_____ By:_____
Its:_____

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-701

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Standard Agreement between the City of Huntsville and Engineered Solutions Incorporated for the Municipal Justice Public Safety Complex - HVAC Upgrades.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523053-00000000

City Cost Amount: $450,000.00

Total Cost: $450,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 815 Wheeler Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Modification No. 1 is the second part of the contract for a new building automation control system that will be added to control the energy plant and is expandable with the replacement of additional HVAC equipment in the future.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5796

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Standard Agreement between the City of Huntsville and Engineered Solutions Incorporated for the Municipal Justice Public Safety Complex - HVAC Upgrades.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523053-00000000

City Cost Amount: $450,000.00

Total Cost: $450,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 815 Wheeler Avenue
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Modification No. 1 is the second part of the contract for a new building automation control system that will be added to control the energy plant and is expandable with the replacement of additional HVAC equipment in the future.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and Engineered Solutions Incorporated for the amount of Four Fifty Thousand Dollars and 00/100s ($450,000.00) for professional services for the Municipal Justice Public Safety Complex – HVAC Upgrades, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Standard Agreement between the City of Huntsville and Engineered Solutions Incorporated, consisting of six (6) 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 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA	)	Modification No.1 to the
	)	Agreement Between the
COUNTY OF MADISON	)	City of Huntsville, Alabama
		and Engineered Solutions Incorporated
		Dated August 22, 2024,
		as adopted by Resolution No. 24-611

MODIFICATION NO. 1

THIS MODIFICATION TO AN AGREEMENT is entered into on this the **14th** day of **August, 2025,** by and between the City of Huntsville, Alabama (Owner) and Engineered Solutions Incorporated as adopted by Resolution 24-611 on August 22, 2024. The City of Huntsville does hereby modify the contract to continue providing professional services for the Municipal Justice Public Safety Complex – HVAC Upgrades located at 815 Wheeler Avenue.

WHEREAS, at the time of hire, Engineered Solutions Incorporated contract's scope of work was divided into two parts. The first part was to provide a preliminary design to determine a realistic statement of probable cost based upon the preliminary budget of $3,000,000.00 at 8% fee rate for a contract amount of $60,000.00 (previous study phase) for the Municipal Justice Public Safety Complex – HVAC Upgrades listed in Attachment A of the Agreement between the City of Huntsville, Alabama, and Engineered Solutions Incorporated, dated as adopted by Resolution 24-611 on August 22, 2024.

WHEREAS, the second part of the contract was to adjust items based on the estimated budgeted cost to $6,800,000.00 x 7.5% - $60,0000. The increased design fee is $450,000.00.

THEREFORE, these professional services are hereby increased by the amount of Four Hundred Fifty Thousand Dollars and No/100s ($450,000.00).

All other terms and conditions remain unchanged.

CONTRACTOR	**OWNER**
SEAL	**SEAL**
John C. Wygal	**Tommy Battle**
By:	**By:**
_____	_____
(SIGNATURE)	**(SIGNATURE)**
John C. Wygal **Engineered Solutions Incorporated** **1813 University Drive: Suite 200** **Huntsville, AL 35801**	**Tommy Battle, Mayor** **City of Huntsville** **308 Fountain Circle** **Huntsville, AL 35801**
_____	August 14, 2025
(DATE OF EXECUTION)	**DATE OF EXECUTION)**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

ENGINEERED SOLUTIONS INCORPORATED
CONSULTING ENGINEERS

ATTACHMENT A

PROPOSAL FOR PROFESSIONAL SERVICES

Client: City of Huntsville – General Services
615 Washington Street
Huntsville, AL 35801

Date: August 1, 2024

Attention: Mr. Ricky Wilkinson - Director

Project Name: **Municipal Justice Public Safety Complex – HVAC Upgrades**
Huntsville, Alabama

Ricky,

Thank you for giving us the opportunity to offer our professional engineering services for the above-referenced project. In order to clarify these services and our understanding of the scope of work involved, the following data is presented for you review:

Scope of Work:
We understand the scope of work (SOW) of this project will be broken into two (2) parts. The first part will be for us to do roughly 25% preliminary design to determine a realistic statement of probable cost (budget). The preliminary design will be based on the items listed below for what we believe currently to be the SOW. The second part will allow us to adjust the items to be completed based on the budgeted cost and what you have available to spend on this project. We will also adjust our remaining fee based on this revised/more accurate budget amount. Here is the list of the current items we've identified that needs to be addressed (subject to change of course per your direction) based on our meetings/discussions with your staff:

Item 1:

1. Replace all the existing direct digital controls (DDC) with new Honeywell controls. The existing controls are outdated and do not meet the current City of Huntsville (COH) requirements. It is my understanding that this will include all controls for the boiler/pump/chiller plants as well as air handling units (AHU) 15, 16, 17, 18, 19 and 24. This will include all sensors and controls for each AHU. All controls for variable air volume (VAV) terminal units associated with these AHUs.

2. Replace all existing butterfly valves with new. All existing valves are inoperable and/or leaking. During this replacement, the chilled water/hot water piping will need to be visually inspected, and a section removed for measuring wall thickness and overall condition. This could result in a recommendation for all piping to be replaced.

Item 2:

1. Replace all variable frequency drives for AHU's and chilled water/hot water pumps.

Item 3:

1. Replace all airflow monitoring (AFM) stations. All existing AFM stations are inoperable.
2. Replace all fire/smoke damper actuators at wall/floor penetrations of mechanical rooms.

1813 University Drive NW; Suite 200 | Huntsville, AL 35801 | 256.533.3482 | www.esi-ce.com

Item 4:

1. Replace the chilled water coils and condensate drain pans for all AHUs as mentioned above. Many coils are dirty and do not have strainers installed on the water side. The condensate drain pans are rusted thru and leaking on the floor. Most of them have a temporary drain pan installed under the AHU. The best and most cost-effective solution would be replacement.

2. Replace motor bearing for return/relief fan (RF-19) which serves AHU-19.

Item 5:

1. Replace/repair all damaged (torn/leaking) chilled water/hot water insulation inside mechanical rooms.

Any additional items per your request.

Engineering Deliverables:

Engineered Solutions, Inc. (ESI) will provide a bid package to include sealed/stamped mechanical engineering (HVAC) drawings (as required), mechanical narrative and specifications (as required) suitable for obtaining building permits and for contractor bidding and installation.

We will also assist you in the bidding process and will perform routine construction observations on a regular basis.

Clarifications:

In the event that you request services beyond the Scope of Work noted above, we will consider such request as outside of the scope of work defined in this document (additional services), and we will perform such work at hourly rates mutually agreed upon before work begins.

Exclusions:

Electrical Engineering is not included in this SOW. This can be provided if needed at an additional hourly cost.

Engineering/Professional Fees:

We propose to execute the scope of work described above for a fee based on a percentage of the Cost of Work at the Fee Rate of 8.0%. We have set the preliminary budget for this work at $3,000,000. Our fee for the 25% preliminary design will be $60,000 ($3M x 0.08 x 0.25). As stated above, our first 25% of time/effort will be to provide enough engineering to determine a more accurate budget cost. Once that has been established, we will use that budget number for the remaining 75% of our fee.

Terms and Conditions:

Terms of this agreement will be governed by the Engineers' Joint Contract Document Committee (EJCDC) Form E-500, unless otherwise mutually agreed.

Any changes to this proposal/contract may constitute a "Change Order" to the contract that must be agreed upon by both parties before any work related to the change begins.

In the event the project is cancelled after the notice to proceed (signed contract or PO) has been received, ESI will be paid for our progress to date on the project.

Conclusion:
If we have misinterpreted the desired scope or if you have any questions regarding this proposal, please contact me to discuss.

If you are in agreement with this proposal, please provide us with a PO consistent with the above.

Thanks again for the opportunity to work with you on this project.

Sincerely,

Engineered Solutions, Inc.



John C. Wygal, PE, LEED AP
Principal

ENGINEERED SOLUTIONS INCORPORATED
CONSULTING ENGINEERS

ATTACHMENT B

PROPOSAL FOR PROFESSIONAL SERVICES

Client: City of Huntsville – General Services
615 Washington Street
Huntsville, AL 35801

Date: July 22, 2025

Attention: Mr. Ricky Wilkinson - Director

Project Name: **Municipal Justice Public Safety Complex – Energy Plant Renovation**
Huntsville, Alabama

Ricky,

Thank you for giving us the opportunity to offer our professional engineering services for the above-referenced project. In order to clarify these services and our understanding of the scope of work involved, the following data is presented for you review:

Scope of Work:
We understand the scope of work (SOW) of this project will be the replacement of the energy plant at the above referenced facility. The equipment being replaced includes cooling towers, chillers, boilers, pumps, hydronic accessories, and piping. The facility will utilize portable boilers and chillers to keep the building operational and occupiable while the work is being performed. A new building automation control system will also be added to control the energy plant and be expandable with replacement of additional HVAC equipment in the future.

Mechanical

- Perform site visits as needed to investigate and document existing conditions of HVAC equipment and system(s) as it relates to the energy plant being replaced.
- Generate construction documents for removing the current equipment/components and installing the new equipment/components.
- Perform construction administration including reviewing mechanical equipment submittals prior to ordering and site visits to review the work during and at the end of construction.

Electrical

- Perform site visits to investigate existing conditions of electrical system as it relates to the HVAC equipment being replaced.
- Generate construction documents for the electrical systems as it relates to replacing the HVAC equipment.
- Perform construction administration including reviewing electrical equipment submittals and site visits to review the work during and at the end of construction.

Engineering Deliverables:
Engineered Solutions, Inc. (ESI) will provide a bid package to include sealed/stamped mechanical(HVAC) and electrical engineering drawings and specifications suitable for obtaining building permits and for contractor bidding and installation.

We will also assist you in the bidding process and will perform routine construction observations on a regular basis.

1813 University Drive NW; Suite 200 | Huntsville, AL 35801 | 256.533.3482 | www.esi-ce.com

Clarifications:
In the event that you request services beyond the Scope of Work noted above, we will consider such request as outside of the scope of work defined in this document (additional services), and we will perform such work at hourly rates mutually agreed upon before work begins.

Exclusions:
Architecture, Civil, Structural, and Plumbing Engineering are not included in this SOW. This can be provided if needed at an additional hourly cost.

Engineering/Professional Fees:
We propose to execute the scope of work described above for a fee based on a percentage of the Cost of Work at the Fee Rate of 7.5%. We have estimated the probable cost of construction for this work at $6,800,000. Our fee for the design will be $450,000 ($6.8M x 0.075 – $60,000 for previous fee for study phase).

Terms and Conditions:
Terms of this agreement will be governed by the Engineers' Joint Contract Document Committee (EJCDC) Form E-500, unless otherwise mutually agreed.

Any changes to this proposal/contract may constitute a "Change Order" to the contract that must be agreed upon by both parties before any work related to the change begins.

In the event the project is cancelled after the notice to proceed (signed contract or PO) has been received, ESI will be paid for our progress to date on the project.

Conclusion:
If we have misinterpreted the desired scope or if you have any questions regarding this proposal, please contact me to discuss.

If you are in agreement with this proposal, please provide us with a PO consistent with the above.

Thanks again for the opportunity to work with you on this project.

Sincerely,

Engineered Solutions, Inc.

John C. Wygal, PE, LEED AP
Principal

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-702

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the architectural agreement between the City of Huntsville and Arcspace Studio for the Huntsville Ice Sports Center Expansion.

Resolution No.

Finance Information:

Account Number: 4021-14-00000-522022-00000000

City Cost Amount: $469,710.00

Total Cost: $2,098,696.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3185 Leeman Ferry Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Modification No. 1 includes the increased amount $469,710.00 to Arcspace Studio for the additional work that was provided by architects, drafters, interior designers, civil engineers, landscape architects, structural engineers, and mechanical engineers (including plumbing, gas, fire protection and HVAC), rink system engineers (for ice making), electrical engineers and support staff and the increased budget amount.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5799

Department: General Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the architectural agreement between the City of Huntsville and Arcspace Studio for the Huntsville Ice Sports Center Expansion.

Resolution No.

Finance Information:

Account Number: 4021-14-00000-522022-00000000

City Cost Amount: $469,710.00

Total Cost: $2,098,696.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 3185 Leeman Ferry Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Modification No. 1 includes the increased amount $469,710.00 to Arcspace Studio for the additional work that was provided by architects, drafters, interior designers, civil engineers, landscape architects, structural engineers, and mechanical engineers (including plumbing, gas, fire protection and HVAC), rink system engineers (for ice making), electrical engineers and support staff and the increased budget amount.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and Arcspace Studio for the additional amount of Four Hundred Sixty Nine Thousand Seven Hundred Ten Dollars and 00/100s ($469,710.00) for a revised total amount of Two Million Two Million Ninety Eight Thousand Nine Hundred Eighty Six Dollars and 00/100s ($2,098,986.00) for Architectural Services for the Huntsville Ice Sports Center Expansion, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Standard Agreement between the City of Huntsville and Arcspace Studio, consisting of five (5) 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 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

Modification No.1 to the
Agreement Between the
City of Huntsville, Alabama
and Arcspace Studio
Dated April 11, 2024,
as adopted by Resolution No. 24-255

MODIFICATION NO. 1

THIS MODIFICATION TO AN AGREEMENT is entered into on this the **14th** day of **August, 2025,** by and between the City of Huntsville, Alabama (Owner) and Arcspace Studio as adopted by Resolution 24-255 on April 11, 2024. The City of Huntsville does hereby modify the contract to continue providing engineering services for the Huntsville Ice Sports Center Expansion at 3185 Leeman Ferry Road.

WHEREAS, at the time of hire, the Huntsville Ice Sports Center Expansion was based upon a budget of $31,940,700.00 at 5.1% for a contract amount of $1,628,986.00 listed in Attachment A of the Agreement between the City of Huntsville, Alabama, and Arcspace Studio, dated as adopted by Resolution 24-255 on April 11, 2024.

WHEREAS, the low bid of the contractor was $49,475,919.00, which led to 10% being value engineered for the revised contract amount of $44,653,101.00

WHEREAS, additional work was provided by architects, drafters, interior designers, civil engineers, landscape architects, structural engineers, mechanical engineers (including plumbing, gas, fire protection, and HVAC), rink system engineers (for ice making), electrical engineers, and support staff for all of these disciplines.

WHEREAS, the final negotiated construction contract amount is $44,653,101.00, with an increased fee of $469,710.00 at 4.7%. The fee is hereby added to the agreement with Arcspace Studio, thereby increasing the overall fee for services.

THEREFORE, the previously established Not to Exceed amount of One Million Six Hundred Twenty Eight Thousand Nine Hundred Eighty Six Dollars and No/100s ($1,628,986.00) for these professional services is hereby increased by the amount of Four Hundred Sixty Nine Thousand Seven Hundred Ten Dollars and No/100s ($469,710.00) thereby modifying the Not To Exceed Amount to be Two Million Ninety Eight Thousand Six Hundred Ninety Six Dollars and 64/100s ($2,098,696.00).

All other terms and conditions remain unchanged.

CONTRACTOR	**OWNER**
SEAL	**SEAL**
Darryl Bird	**Tommy Battle**
By:	**By:**
_____	_____
(SIGNATURE)	**(SIGNATURE)**
Darryl Bird **Arcspace Studio** **304 Franklin Street** **Huntsville, AL 35801**	**Tommy Battle, Mayor** **City of Huntsville** **308 Fountain Circle** **Huntsville, AL 35801**
_____	August 14, 2025
(DATE OF EXECUTION)	**DATE OF EXECUTION)**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

ARCSPACE STUDIO

PROPOSAL FOR PROFESSIONAL SERVICES

304 Franklin Street SE
Huntsville, AL 35801

256.536.1160
256.694.3512

bird@arcspacestudio.com
www.arcspacestudio.com

we shape space

MARCH 14, 2024

HUNTSVILLE ICE SPORTS CENTER EXPANSION
City of Huntsville – John Hunt Park

ATTACHMENT A

CITY OF HUNTSVILLE GENERAL SERVICES DEPARTMENT
Mr. Chris O'Neil, Facilities Projects Manager
2411 Ninth Avenue
Huntsville, AL 35805

RE: PROPOSAL FOR PROFESSIONAL SERVICES
HUNTSVILLE ICE SPORTS CENTER EXPANSION

Dear Mr. O'Neil:

We are pleased to present the following proposal for the architectural and engineering services for the Huntsville Ice Sports Center Expansion project. This *Proposal for Professional Services* assumes a scope of work as presented during our early Schematic Design Review on Thursday, March 7, 2024. It is supplemented by the revised *Construction and Design Budget,* dated today and attached. This budget assumes a total construction and design project cost of $38,360,781, a total construction cost of $31,940,700 and a corresponding architectural and engineering fee of $1,628,986.

The consultants to be used for this project are listed on the attached *Design Team Contact Information* document. Also attached are hourly rate sheets for each.

We will provide all necessary architectural and engineering services under the City's *Standard Form of Agreement*, except for the life-cycle cost study. The architectural and engineering fee was derived based on the following assumptions:

A. The fee assumes the project, including both the Arena addition and the Curling Facility Addition, will be fully designed and bid as a single project. If the project is split out or if the scope of the project changes materially, we agree to amend the fee accordingly.

B. The architectural and engineering fee pertains to the buildings and related site improvements. It equates to a percentage of the construction cost per the ADCM fee schedule for building group III.

C. The architectural and engineering fee does not include testing, geotechnical engineering, and other fees typically paid by the City.

Please let me know if you need anything further. We look forward to working with you on this project.

Sincerely,

DARRYL BIRD
Principal Architect, ARCSPACE STUDIO

Attachments

ARCSPACE STUDIO

SCHEMATIC CONSTRUCTION & DESIGN BUDGET

304 Franklin Street SE
Huntsville, AL 35801

256.536.1160
256.694.3512

bird@arcspacestudio.com
www.arcspacestudio.com

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MARCH 14, 2024

HUNTSVILLE ICE SPORTS CENTER EXPANSION

City of Huntsville – John Hunt Park

No.	Item Name		Estimate
1.	Site Improvements *5%*		$ 1,560,000
	Building Pad, Parking Lot, Plaza, Site Utilities, Sod, & Landscaping		
2.	Substructure *7%*		$ 2,065,000
	Foundations, Slabs, and Subsurface Constructs		
3.	Shell *32%*		$ 9,161,000
	3.1 Superstructure	$ 5,496,000	
	3.2 Exterior Enclosure	$ 2,290,000	
	3.3 Roofing	$ 1,375,000	
4.	Interiors *7%*		$ 2,076,000
	Doors, Partitions & Finishes, Stairs, Walls & Finishes, Ceilings		
5.	Services *38%*		$ 10,998,000
	5.1 Conveying Systems (elevators)	$ 500,000	
	5.2 Plumbing	$ 1,500,000	
	5.3 Fire Protection	$ 250,000	
	5.3 HVAC & Dehumidification	$ 2,800,000	
	5.5 Ice Mechanical	$ 3,650,000	
	5.5 Electrical	$ 2,298,000	
6.	Equipment & Furnishings *4%*		$ 1,032,000
	Food Service Equipment, Furniture, Furnishings		
7.	Special Construction *7%*		$ 2,145,000
	7.1 Stadium Seating, Scoreboards, Rink Accessories	$ 1,725,000	
	7.2 Alterations to Existing Facilities	$ 890,000	
8.	Contractor Fees *10% of Construction Hard Costs*		$ 2,903,700
	General Requirements, Overhead & Profit		
	TOTAL CONSTRUCTION COST		**$ 31,940,700**
10.	Architectural & Engineering Fees** *5.1% of Total Construction Costs*		$ 1,628,976
9.	Contingency *15% of Total Construction Cost*		$ 4,791,105
	TOTAL - CONSTRUCTION & DESIGN COST		**$ 38,360,781**

* *Soft construction costs do not include testing, aid to construction and other costs typically paid by the City.*

** *Fee basis per Alabama Building Commission's fee schedule (Type III without major renovations.) Fees include full architecture and engineering services (civil, structural, plumbing, fire protection, mechanical and electrical).*

NOTE: This budget is based on square footage numbers using industry standard cost guides and from data derived from Architect for projects similar in size and complexity. It is expressed in present day dollars and line items rounded. It is schematic in nature and will require refinement as the project scope is better defined.

PREPARED BY DARRYL BIRD, Principal Architect
with assistance from Design Team members

ARCSPACE STUDIO

JULY 22, 2025

HUNTSVILLE ICE SPORTS CENTER EXPANSION
City of Huntsville – John Hunt Park

ATTACHMENT B

CITY OF HUNTSVILLE GENERAL SERVICES DEPARTMENT
Mr. Chris O'Neil, Facilities Projects Manager
Huntsville City Hall, 5th Floor
305 Fontain Circle
Huntsville, AL 35801

RE: MODIFICATION TO CONTRACT REQUEST
HUNTSVILLE ICE SPORTS CENTER EXPANSION

MODIFICATION TO CONTRACT REQUEST

Dear Mr. O'Neil:

Please accept this letter as a request to modify our existing contract for architectural and engineering services for the Huntsville Ice Sports Center Expansion project.

The fee we were awarded in March of 2024 was for 5.1% of an estimated construction cost of $31,940,700. Changes in scope, cost increases, and a variety of other factors resulted in a higher than anticipated low bid of $49,475,919 on April 22, 2025. The Administration decided to negotiate with the low bidder and directed us to value engineer the project by 10%, in compliance State bid law. Through the efforts of the City, the low bidder, and the design team, this goal was achieved and City has now contracted with ARCO Murray for construction of the project for $44,653,101.

This request is to adjust our professional services fee based on the negotiated contract amount of $44,653,101. Per the *Manual of Procedures of The Alabama Division of Construction Management* fee schedule, the fee for a group III building of this cost would be 4.7% of the construction cost, or $2,098,696. The difference between the $2,098,696 fee (based on the actual contract) and the $1,628,986 current fee is $469,710. This amount is the modification we request.

Reducing the project cost of such a complex building project by 10% was a challenge for all involved. The effort involved extensive work on the part of the entire design team. The team consisted not only of Arcspace Studio's architects, drafters, and interior designer, but also civil engineers, a landscape architect, structural engineers, mechanical engineers (plumbing, gas, fire protection, HVAC), rink system engineers (ice making), electrical engineers, and support staff for all of the disciplines. Additional work that the team undertook included:

- Researching alternative materials and systems to propose value engineering items for consideration. This began with 41 items in a list dated April 29, 2025.
- Evaluating value engineering items proposed by the low bidder and their subs/suppliers for compliance with code and suitability.
- Combining the bidder's list and the design team's list for closer evaluation and supplementing the combined list with drawings.
- Coordinating possible design solutions between disciplines.
- Working with the City of Huntsville to document the value engineering items in a concise list form for evaluation and consideration. Several versions of the list were produced as the selections were refined.
- Working with the low bidder used to produce the the supporting documents required for the final VE list dated June 17, 2025, which contained 90 separate items for consideration.

304 Franklin Street SE
Huntsville, AL 35801

256.536.1160
256.694.3512

bird@arcspacestudio.com
www.arcspacestudio.com

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- The goal was to provide **more** value engineered savings than the 10% objective so that the City could have some flexibility in what selections were made. We provided enough value engineering items so the low bidder was able to offer approximately $713,000 beyond the 10% objective.
- Once the final value engineering decisions were made, drawings and specifications were again revised to reflect the actual final value engineering decisions. Some drawings which were revised earlier in the process reverted back to the previous designs while others required additional revisions.
- In the end, 215 of the original 291 drawing sheets required some level of revision, as well as 51 sections of technical specifications.

Please let me know if you need anything further. We look forward to continuing our work with you as we bring this project to fruition.

Sincerely,



DARRYL BIRD
Principal Architect, ARCSPACE STUDIO

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-703

Department: Administration

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use and Operation Agreement between the City of Huntsville and the Arts Council, Inc., d/b/a Arts Huntsville.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5851

Department: Administration

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use and Operation Agreement between the City of Huntsville and the Arts Council, Inc., d/b/a Arts Huntsville.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute a Facility Use and Operation Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and The Arts Council, Inc. dba Arts Huntsville, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use and Operation Agreement Between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville," consisting of seventeen (17) pages including attachments, and the effective date of August 14, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

FACILITY USE AND OPERATION AGREEMENT

This Agreement is made and entered into on the _____ day of _____, 2025, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **The Arts Council, Inc. dba Arts Huntsville,** an Alabama non-profit corporation, hereinafter referred to as "The Arts Council."

WITNESSETH:

WHEREAS, City is the owner of a certain premises known as the Sandra Moon Community Center ("The Moon"), consisting of a building (the "Building") and related improvements located at 7901 Bailey Cove Road SE, Huntsville, Alabama, 35802; and

WHEREAS, the City has acquired and renovated The Moon to be used for the provision of services to the surrounding community; and

WHEREAS, The Arts Council has served as the City's local arts agency since its founding in 1962;

WHEREAS, The Arts Council has managed the City's Arts and Cultural Grant Program since its establishment in 2013;

WHEREAS, The Arts Council has managed the City's Public Art Program since the development of Huntsville's Public Art Master Plan in 2015; and

WHEREAS, The Arts Council has particular knowledge and ability to assist the City with development of the arts, entertainment and cultural sector, arts and cultural grants, public art, and arts facilities; and

WHEREAS, The Arts Council has the expertise and ability to solicit, receive and administer grant funding and sponsorships in support of arts promotion and arts facilities; and

WHEREAS, The Arts Council has a positive reputation within the Huntsville community which gives it the ability to increase public support and contributions to arts promotion and arts facilities; and

WHEREAS, the City and The Arts Council desire to work cooperatively toward the development of the arts, entertainment and cultural sector, arts and cultural grants, public art, and arts facilities;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 OCCUPATION AND OPERATION OF THE MOON.

(a) The Arts Council shall manage occupancy of those portions of the Building outlined in green in Attachment "A" hereto in its capacity as manager for the City. Portions of the Building are currently undergoing construction and The Arts Council will not manage those portions of the Building until construction is complete, as determined by the City's Director of General Services. Any portions of the Building managed by The Arts Council, outlined in Attachment A or Attachment B, shall be referenced herein as "the Managed Facilities." For purposes of this Agreement, a portion of the Managed Facilities shall be "Long Term Areas." The Long Term Areas are: (i) highlighted in pink in Attachment "B" hereto; (ii) consist of approximately 2,459 aggregate square feet; and, (ii) may be leased by The Arts Council for periods of longer than 50 days to third-party arts entity or entities. The City and The Arts Council may further contract in the future to designate other portions of the Managed Facilities as Long Term Areas, provided the City's bond counsel approves any such contract. For purposes of this Agreement other portions of the Managed Facilities shall be "Short Term Areas." A Short Term Area shall be: (i) not designated in this Agreement or any future contract as a Long Term Area; and, (ii) subject to lease by The Arts Council: (aa) to a third-party for a term, including all renewal options, that is not longer than 50 days, (bb) in a negotiated arm's-length agreement, and (cc) for compensation set at fair market value.

(b) The City shall maintain a right of control of the Managed Facilities unless otherwise expressly provided herein; provided, however, notwithstanding anything herein to the contrary, the City shall at all times retain the right to approve the annual operating budget and the annual capital needs budget for the Managed Facilities, all capital expenditures with respect to the Managed Facilities (to the extent not described in the approved annual capital needs budget and expressly including alterations, additions and improvements described in, and installed in accordance with the provisions of, Section Eight hereof), each disposition of property constituting a part of the Managed Facilities, the rates and fees charged for the use of the Managed Facilities, and the general nature and type of use of the Managed Facilities.

(c) The City and The Arts Council agree that, with respect to the Managed Facilities, The Arts Council is a service provider to the City and is neither an owner nor a lessee of the Managed Facilities for federal tax purposes. The Arts Council agrees that it is not entitled to take, and will not take, any tax position that is inconsistent with being a service provider to the City with respect to the Managed Facilities. Without limiting the foregoing, The Arts Council agrees that it is not entitled to take, and will not take, any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Managed Facilities.

(d) All space in the Building or the Moon which is not part of the Managed Facilities shall be reserved for use by the City of Huntsville Parks and Recreation Department.

2.0 TERM. The term of this Agreement shall be five (5) years, commencing on August 14, 2025 and continuing through August 13, 2030. The parties may mutually consent to renew this Agreement for additional five-year terms; however, any such renewal(s) must be approved by the Huntsville City Council. Notwithstanding anything to the contrary set forth in this Section Two, in no event shall the term of this Agreement, including all automatic renewals, be longer than the lesser of (i) thirty (30) years, or (ii) eighty percent (80%) of the weighted average reasonably expected economic life of the Managed Facilities.

3.0 CONSIDERATION.

(a) The Arts Council will perform the activities described in Section One of this Agreement and will manage the Managed Facilities in a manner satisfactory to the City of Huntsville.

(b) As consideration for the services provided by The Arts Council as manager of the Managed Facilities to provide office and rehearsal space to Huntsville non-profit arts organizations, the City will pay The Arts Council the sum of $60,000 per year for fiscal years 2026 and 2027, and $30,000 for fiscal year 2028. Beginning fiscal year 2029, the sole consideration to the Arts Council shall be the revenue it receives from its management of the Managed Facilities. The payments shall be payable in equal quarterly installments. This funding may be increased by amendment to this agreement.

(c) The parties acknowledge and agree that (i) the payments to The Arts Council under this Agreement are reasonable compensation for the services rendered by The Arts Council hereunder, (ii) such payments are not be based, in whole or in part, on a share of the net profits from the operation of the Managed Facilities, either as a whole or of any component thereof, and (iii) the City does not, in substance, impose on The Arts Council the burden of bearing any share of the net losses from the operation of the Managed Facilities. For this purpose, compensation includes payments to reimburse actual and direct expenses paid by The Arts Council and its related administrative overhead expenses, compensation will not be treated as providing a share of net profits if no element of compensation (elements of compensation being the eligibility for, the amount of, and the timing of the payment of, compensation) takes into account, or is contingent upon, either the net profits from the Managed Facilities, or both the revenues and expenses (other than any reimbursement of direct and actual expenses paid by The Arts Council to unrelated third parties) from the Managed Facilities, for any fiscal period, and (iii) an arrangement will not be treated as requiring The Arts Council to bear a share of the net losses from the operation of the Managed Facilities if both (1) the determination of the amount of the compensation payable to The Arts Council and the amount of any expenses to be paid by The Arts Council (and not reimbursed), separately and collectively, do not take into account either the net losses from the Managed Facilities, or both the revenues and expenses from the Managed Facilities, for any fiscal period, and (2) the timing of the payment is not contingent upon the Managed Facilities' net losses.

(d) In the event that at the end of any fiscal year of the City during the term of this Agreement surplus funds remain from the operation of the Managed Facilities during such fiscal year, such surplus funds shall be disbursed as follows:

(i) First, to replenish any amounts withdrawn during such fiscal year from any operating reserve established in the annual operating budget and, if there is no operating reserve contemplated in the annual operating budget or if the City determines the amount of such operating reserve is not sufficient, to fund a new or supplemental, as appropriate, operating or other similar reserve approved by the City; and

(ii) Second, to reimburse The Arts Council for the direct and actual expenses paid by The Arts Council to unrelated third parties in performing its obligations under this Agreement; and

(iii) Third, to reimburse the City for the direct and actual expenses paid by the City in performing its obligations under this Agreement, other than payments to The Arts Council under subparagraph (b) of this Section Three, which shall not be reimbursed to the City (and prorating those expenses which relate to the Managed Facilities and other portions of the Building so that the City is reimbursed only for the portion of such expenses allocable to the Managed Facilities); and

(iv) Fourth, any remaining surplus funds shall be used to fund a capital improvements reserve fund to be held by the City in a separate, segregated account to pay the costs of such capital improvements to the Building as shall be approved by the City.

4.0 MAINTENANCE OF THE MOON BY THE ARTS COUNCIL. The City shall be responsible for the maintenance and upkeep of the roof, parking area, sidewalks, HVAC, plumbing, wiring and alarm and structural systems of the Managed Facilities and also for those areas of the Building or The Moon reserved for City use. The Arts Council shall be responsible for all other routine maintenance and upkeep of the Managed Facilities.

(a) Neither The Arts Council nor any other Occupant of the Managed Facilities shall, in any manner, deface or injure the Building and will pay the cost of repairing any damage or injury done to the Building or any part thereof by The Arts Council or any other occupant of the Managed Facilities or its or their employees, agents, servants, contractors, visitors or invitees, ordinary wear and tear excepted. The Arts Council agrees that it will keep the Managed Facilities and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the term of this Agreement, remove all goods and effects not the property of City and at The Arts Council's expense and shall (i) promptly surrender to City possession of the Managed Facilities (including keys, locks and any fixtures or other improvements which The Arts Council hereby acknowledges are owned by the City) in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) and broom clean, (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures

computer/telephone cabling and equipment used in conducting The Arts Council's trade or business which is not owned by the City, and (iii) repair any damage caused by such removal. The City has the right to access all sections of the Building (including those provided for the use of The Arts Council and each other Occupant of the Managed Facilities) at reasonable times and in a reasonable manner to inspect the Building for proper use and maintenance and to perform any functions required by this Agreement.

(b) Neither The Arts Council nor any other Occupant of the Managed Facilities shall attach any sign(s) to the exterior of the Building unless the design, nature, and content thereof have been approved by the City, which approval shall not be unreasonably withheld. The Arts Council shall at its expense maintain and repair any such sign(s) and may upon the expiration of the term of this or any renewal thereof, remove said sign(s). All signs shall comply with all applicable laws and ordinances.

(c) All injury to The Moon caused by moving the property of The Arts Council or any other Occupant of the Managed Facilities into, on, or out of, the Building and all breakage done by The Arts Council, or any other Occupant of the Managed Facilities or its or their agents, servants, contractors, employees, visitors or invitees, shall be repaired by The Arts Council, at the expense of The Arts Council. In the event that The Arts Council shall fail to do so, then City shall have the right to make such necessary repairs, alterations, and replacements (structural, nonstructural, or otherwise) and any charge or cost so incurred by City shall be paid by The Arts Council. This provision shall be construed as an additional remedy granted to City and not in limitation of any other rights and remedies which City has or may have in said circumstances.

(d) All keys to the Building shall be issued solely by the City's Director of General Services, and neither The Arts Council nor any other Occupant of the Managed Facilities shall copy any said key without the express written consent of the City. The Director of General Services shall determine how many keys are issued to The Arts Council and any other Occupant of the Managed Facilities.

(e) All personal property of The Arts Council in The Moon shall be at the sole risk of The Arts Council. City shall not be liable for any accident to or damage to the personal property of The Arts Council or any other Occupant of the Managed Facilities resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of City, its employees, agents, or contractors. City shall not, in any event, be liable for damages to the personal property resulting from water, steam or other causes unless caused by the negligence of City, its employees, agents or contractors. The Arts Council hereby expressly releases the City from any liability incurred or claim by reason of damage to The Arts Council's personal property, other than any liability incurred or claim by reason of the negligence of City, its employees, agents, or contractors.

(f) Notwithstanding anything to the contrary contained in this Agreement, the City shall bear the risk of loss upon damage or destruction of the Building (but expressly excluding the personal property of The Arts Council and any other Occupant of the Managed Facilities as provided in subparagraph (e) above).

5.0 UTILITIES. The City will provide utilities to The Moon and the Managed Facilities throughout the term of this Agreement.

6.0 JANITORIAL SERVICES. The City will provide reasonable and customary janitorial services for all publicly-accessible areas of The Moon and the Managed Facilities. The City shall retain the sole discretion to choose and/or revise the janitorial provider fulfilling said services.

7.0 PEST CONTROL. The City will cover the routine maintenance cost of pest control for the Building throughout the term of this Agreement. Pest control required outside of routine maintenance that is deemed by the pest control company to be necessary due to negligence of The Arts Council or any other Occupant of the Managed Facilities will be billed to The Arts Council at current market rate.

8.0 ALTERATIONS AND IMPROVEMENTS BY THE ARTS COUNCIL. No alterations, additions, or improvements to the Managed Facilities, except such as may be otherwise provided for in this Agreement, shall be made without first obtaining City's written consent, and any improvements, additions or alterations requested by The Arts Council after such consent shall have been given, shall be installed by and under the sole control and supervision of City. All requests for alterations, additions, or improvements shall be accompanied by architectural drawings depicting both the existing and proposed layout or depicting the existing and proposed condition of the alteration, addition, or improvement in question. City agrees to give The Arts Council a contract price for all approved alterations, additions, or improvements and will endeavor to complete all work in a timely and workmanlike manner. Any and all fixtures installed, excepting trade fixtures, shall, at City's option, remain on the Managed Facilities premises as the property of the City, without compensation to The Arts Council, or, shall be removed therefrom and the Managed Facilities restored to its original condition at cost of The Arts Council at the expiration or sooner termination of this Agreement. The Arts Council shall, at its own cost, repair any damage caused by the removal of trade fixtures restoring the Managed Facilities to its original condition.

9.0 INSURANCE REQUIREMENTS. During the term of this Agreement, The Arts Council and any other Occupant of the Managed Facilities shall each satisfy the following insurance requirements:

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

Commercial General Liability

Contractual
Personal Injury
Broad Form Property Damage

2. 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.

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
$ 1,000,000 Each Occurrence

2. Workers' Compensation:

As Required by the State of Alabama Statute

C. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents, and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of The Arts Council for products used by and completed operations of The Arts Council or automobiles owned, hired, or borrowed by The Arts Council.

b. The Arts Council's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents, and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf of The Arts Council for products used by and completed operations of The Arts Council; or automobiles owned, hired, or borrowed by The Arts Council. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or specified volunteers shall be excess of The Arts Council's insurance and shall not contribute to it.

c. The Arts Council'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 Arts Council is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents, or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V.**

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and The Arts Council shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Arts Council, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from The Arts Council's management of the Managed Facilities, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of The Arts Council or any of its consultants, invitees or anyone directly or indirectly employed by it or anyone for whose acts it is 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.

10.0 INSPECTIONS OF THE MOON. City shall have the right to enter all areas of the Building at all reasonable times (but no less than once per year) for purposes of examining the Building for the purpose of discovering any defect or injury to the Building. The Arts Council shall, upon the discovery of any defect in or injury to any portion of the Managed Facilities or

any appurtenance or apparatus connected therewith, or any need of repairs, promptly make the said repair.

11.0 ASSIGNMENT BY THE ARTS COUNCIL. The Arts Council shall not assign this Agreement without the prior written approval of the City. The Arts Council may license or permit the use of, or grant the right to occupy, all or a portion of the Managed Facilities to Huntsville non-profit arts organizations, in each case with approval of the City, which approval the City shall not unreasonably withhold.

12.0 DEFAULT. In the event The Arts Council defaults on any of its obligations under this Agreement, the City shall give The Arts Council a 30-day period to correct said defaults. If The Arts Council, in the City's sole discretion, fails to correct the said defaults, then the City may take any or all of the following actions:

(i) Terminate this Agreement as it relates to The Arts Council, in which event The Arts Council shall immediately surrender its occupation or possession of any portion of The Moon or the Managed Facilities to the City.

(ii) City may do whatever The Arts Council is obligated to do by the provisions of this Agreement and may enter the Managed Facilities without being liable to prosecution or any claim for damages therefor, in order to accomplish this purpose. The Arts Council agrees to reimburse City immediately upon demand for any expenses which City may incur in thus effecting compliance with this Agreement on behalf of The Arts Council.

(iii) Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney on account of any violation of any of the terms or conditions of this Agreement by The Arts Council, The Arts Council shall pay all expenses incurred including a reasonable attorney's fee.

13.0 SURRENDER. Upon the termination of this Agreement, The Arts Council shall deliver up the Managed Facilities the same condition as the same was in at the commencement of the term of this Agreement (with the exception of any remodeling or structural changes previously approved by City), reasonable and ordinary wear and tear and damage by fire and other casualty or condemnation excepted. Neither vacating the Managed Facilities by The Arts Council, nor the delivery of possession to City, shall be deemed a surrender or an acceptance of surrender of The Arts Council's interest in the Managed Facilities unless so stipulated in writing by City.

14.0 FIRE, OTHER CASUALTY. If a fire, casualty, or taking renders The Moon or any part thereof unfit for use and occupancy as intended in this Agreement, The Arts Council's obligations under this Agreement shall be reduced to only those that can safely be performed in the Managed Facilities in its then-existing condition. If a substantial portion of the Managed Facilities is damaged by fire, casualty or taking, the City and The Arts Council shall each have the right to terminate this Agreement by notice given to the other party at any time within sixty (60) days after the date of such damage, casualty or taking.

15.0 QUALIFIED MANAGEMENT AGREEMENT. The parties hereby confirm their intent that the Facility Agreement be a "qualified management agreement" not resulting in private business use of the Building within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and that the Facility Agreement be interpreted in accordance with the requirements thereof and related formal and informal guidance from the Internal Revenue Service, including Revenue Procedure 2017-13, relating to conditions under which use of a tax-exempt bond-financed property will be considered private business use. The Arts Council will not take any action (or fail to take any action) in the management of the Managed Facilities that the City has notified The Arts Council in writing would cause interest on any tax-exempt financing of the Building to be included in gross income of the recipient thereof for federal income tax purposes. In the event that further amendments to the Facility Agreement are necessary to prevent interest on any tax-exempt financing of the Building from being included in gross income of the recipient thereof for federal income tax purposes, the parties agree to negotiate such further amendments in good faith with the goal of complying with all requirements to achieve or maintain such tax-exempt status, including compliance with Revenue Procedure 2017-13, while not materially adversely changing the financial benefits to The Arts Council (taken as a whole) after such further amendments as compared to the financial benefits to The Arts Council (taken as a whole) immediately prior to such further amendments.

16.0 SEVERABILITY. Invalidation of any of the provisions contained in this Amendment, or of the application thereof to any person, by judgment, or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Amendment as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Amendment.

17.0 GOVERNING LAW AND VENUE. This Agreement, and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the State of Alabama. Venue for any litigation arising out of the interpretation or enforcement of this Agreement shall be in the Circuit Court of Madison County, Alabama.

18.0 COUNTERPART EXECUTION. For convenience, this Amendment may be executed by the parties in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Amendment.

19.0 LIABILITIES OF THE CITY. The Arts Council understands, acknowledges, and agrees that the obligations of City as set forth herein are limited by the restrictions imposed on public bodies, municipalities, and public corporations by the Constitution of the State of Alabama.

20.0 MISCELLANEOUS. The parties hereto further agree as follows:

20.1 The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

20.2 The paragraph headings contained herein are only for convenience and reference and are not intended to be part of this Agreement or in any manner to define, limit or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

20.3 Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

City:	City of Huntsville, Alabama Post Office Box 308 Huntsville, Alabama 35804-0308 Attention: Director of Parks and Recreation
with a copy to:	City Attorney's Office Post Office Box 308 Huntsville, Alabama 35804-0308 Attention: City Attorney
The Arts Council, Inc.:	The Arts Council, Inc. dba Arts Huntsville Attention: Allison Dillon-Jauken 700 Monroe Street, Suite 2 Huntsville, Alabama 35801

If either party hereto changes its address or other contact information for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

20.4 The parties further agree that this Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

20.5 It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral, or otherwise, and that there is no other agreement between the parties other than that contained herein.

20.6 The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

20.7 This Agreement shall be binding upon the parties, and their successors in interest.

20.8 Each party to this Agreement shall be responsible for the payment of all costs, expenses, legal fees, and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this Agreement, and all documents required to be delivered pursuant to this Agreement and in otherwise performing the transactions contemplated by this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

THE ARTS COUNCIL, INC. dba Arts Huntsville a private, non-profit corporation in the State of Alabama

By:_____
Allison Dillon-Jauken, Executive Director

THE CITY OF HUNTSVILLE, a municipal corporation in the State of 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 Allison Dillon-Jauken, whose name as Executive Director of THE ARTS COUNCIL, INC. dba Arts Huntsville, a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his or her capacity as such officer, executed the same voluntarily 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 _____, 2025.

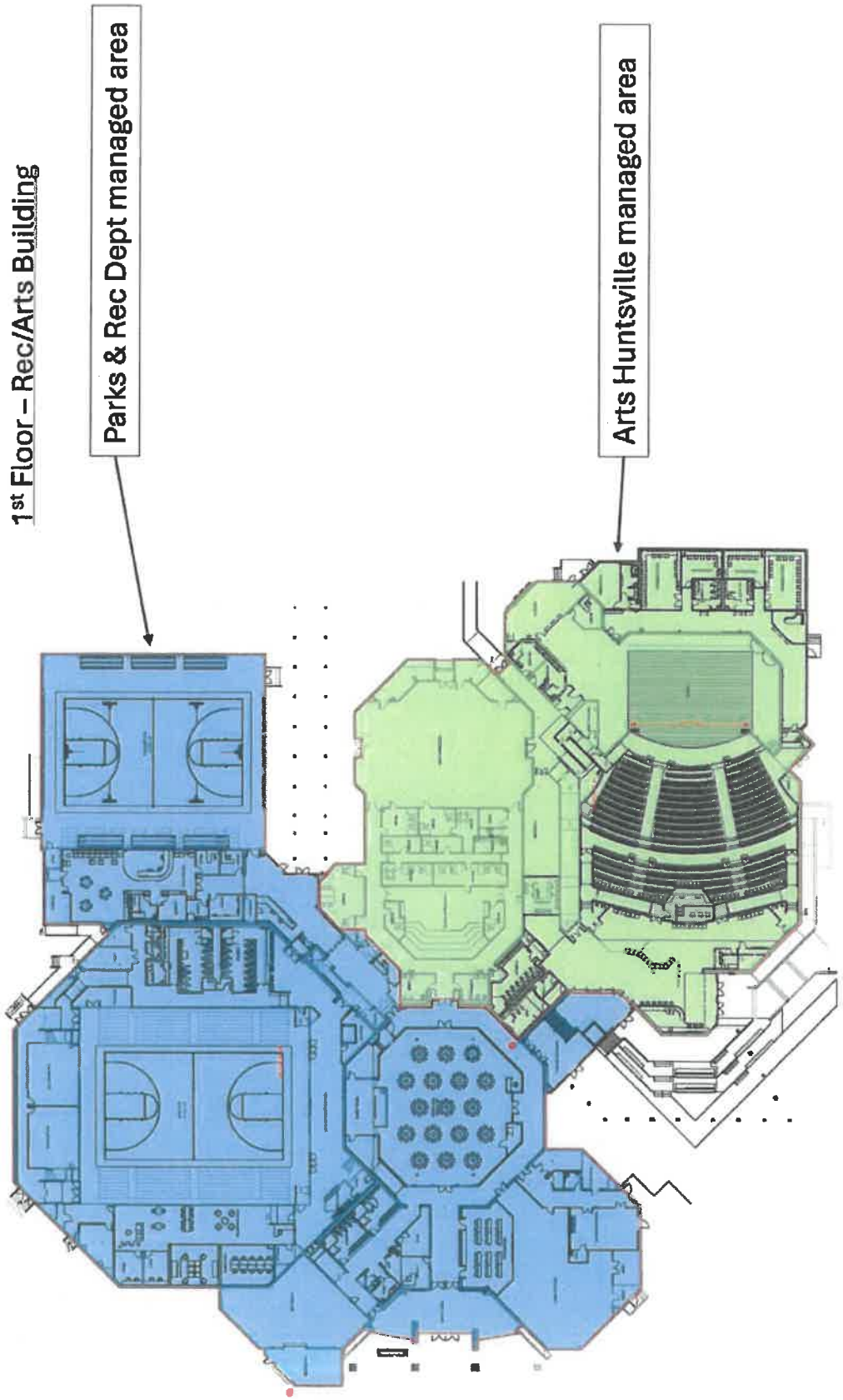
_____
Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

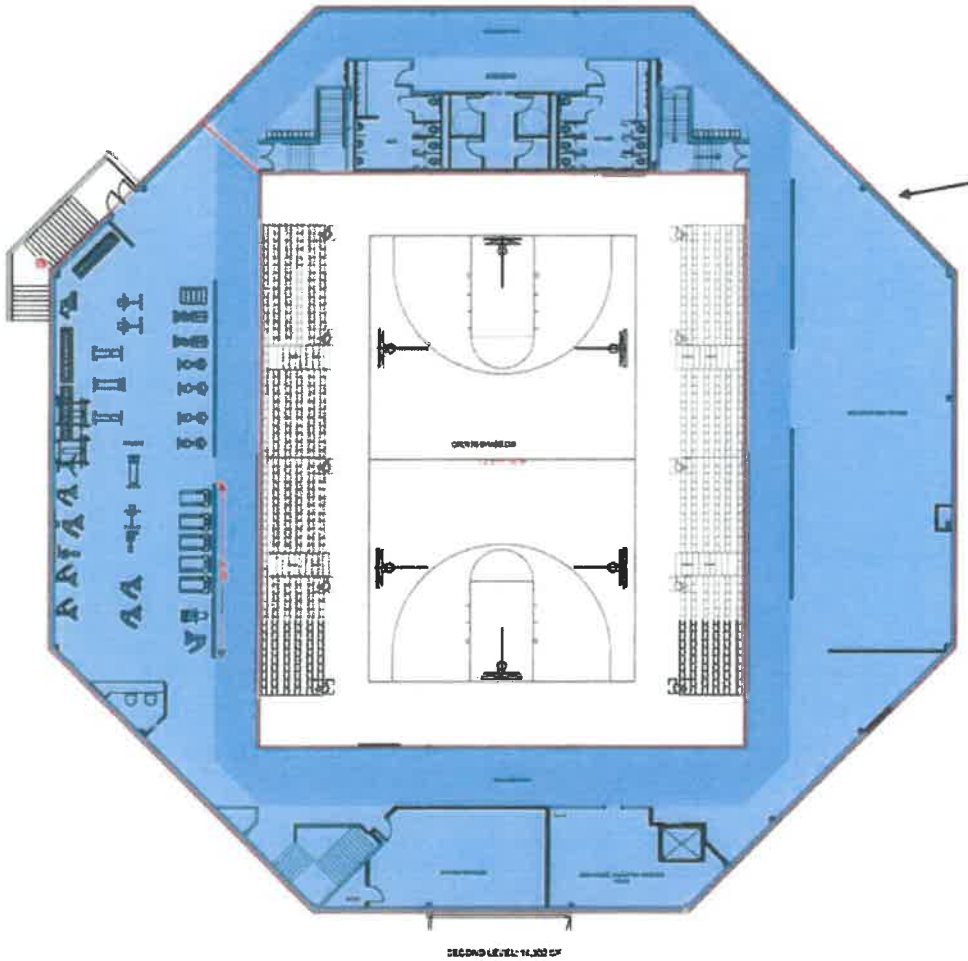
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk of The City of Huntsville, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily 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 _____, 2025.

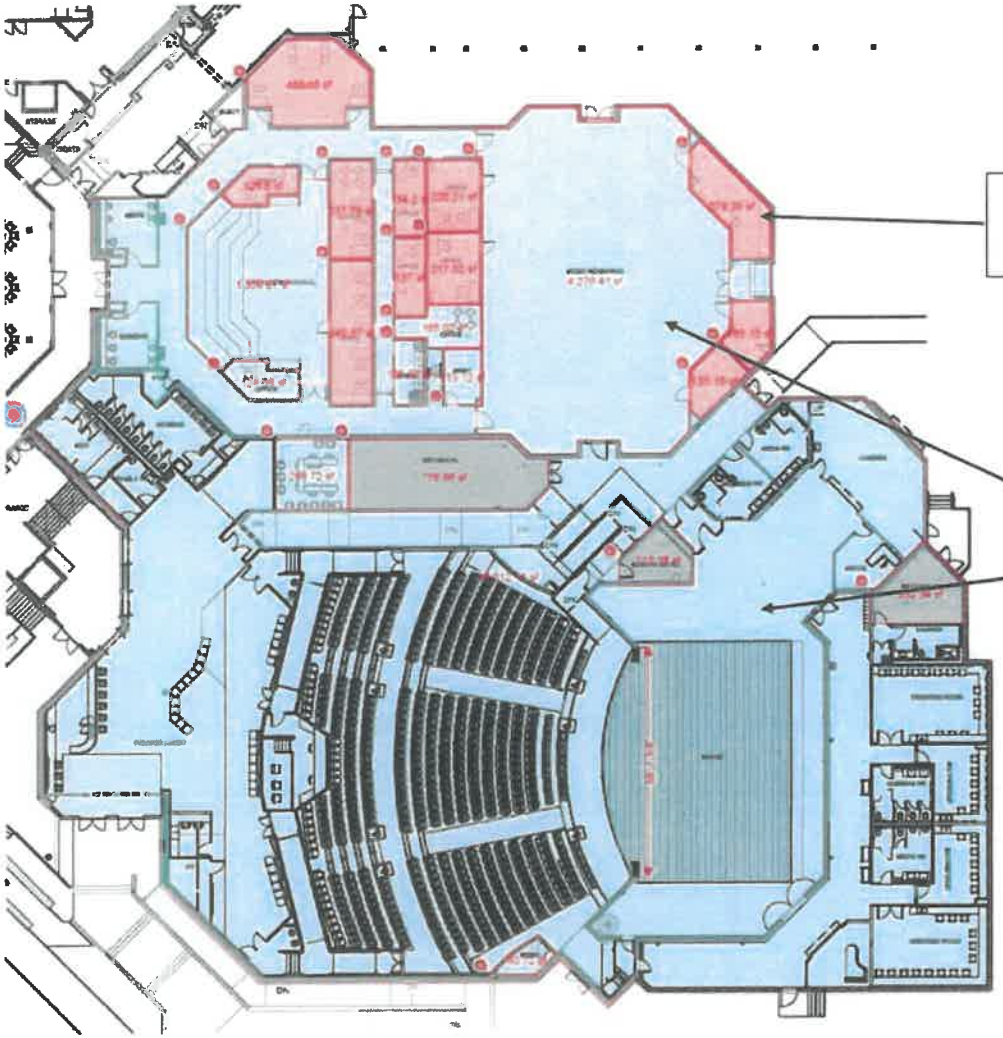
_____
Notary Public


1st Floor – Rec/Arts Building
Parks & Rec Dept managed area
Arts Huntsville managed area

2nd Floor – Rec/Arts Building



Parks & Rec Dept managed area



Arts Huntsville Managed Areas

"Pink" – areas provided for exclusive, long-term private use (office and equipment storage)

"Blue" – areas provided for non-exclusive, short-term use (rehearsals, meetings, and performances)

ATTACHMENT B

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-704

Department: Animal Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and The U.S. Army Garrison - Redstone Arsenal for Stray Animal Control.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5850

Department: Animal Services

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute a Memorandum of Understanding between the City of Huntsville and The U.S. Army Garrison - Redstone Arsenal for Stray Animal Control.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to execute a Memorandum of Understanding, by and between the City of Huntsville, an Alabama municipal corporation, and The US Army Garrison-Redstone Arsenal, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Memorandum of Understanding between the City of Huntsville and The US Army Garrison-Redstone Arsenal for Stray Animal Control," consisting of four (4) pages, and the effective date of August 14, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTSVILLE (COH)
AND
THE US ARMY GARRISON – REDSTONE ARSENAL (USAG – RSA)
FOR
STRAY ANIMAL CONTROL
IM-W98RX-25-003-MOU

Subject. This is a Memorandum of Understanding (MOU) between the COH and the USAG – RSA. When referred to collectively, the COH and the USAG – RSA are referred to as the "Agencies".

1. BACKGROUND: Stray animals on military installations can affect the health and welfare of personnel, their pets, and wildlife populations. This agreement sets forth the measures necessary to enable the COH to willingly accept stray animals found on Redstone Arsenal (RSA). This Memorandum of Understanding will:

a. Provide for the management and population control of stray animals on RSA.

b. Prevent the accumulation of fecal material from stray animals in and around buildings, parking lots, and practice fields. Fecal bacteria can be tracked into homes and offices and enter rivers and streams, affecting health and surface water quality.

c. Reduce the occurrence of fleas, ticks, and other disease vectors or ectoparasite infestations that may result from stray animals.

2. REFERENCES:

a. USAG – RSA Integrated Pest Management Plan (2025 draft publication)

b. USAG – RSA Stray Animal Policy (2025 draft publication)

3. PURPOSE: The purpose of this MOU is to provide an agreement that clearly identifies the partnership established between the COH and USAG – RSA for control of stray animals on the Installation. The COH will not be held responsible for any duties relating to the stray animal except for its housing, releasing, adoption, and/or euthanasia in accordance with COH Animal Services policies. There will not be a transfer of funds between the two Agencies; instead, an agreement stating that the COH will accept stray animals from the USAG – RSA.

4. UNDERSTANDING THE AGENCIES:

a. The USAG – RSA will –

(1) Perform the capture/handling of stray animals on the Installation and transport

President of the City Council of the City of Huntsville, Alaba
Date: August 14, 2025

them to the COH Animal Shelter.

(a) Installation Third-Party Contractor will respond to service calls for the capturing/handling of stray animals on the Installation in accordance with the current contract.

(b) Installation Contractor will administer payment per COH Animal Shelter's animal fee schedule upon drop off.

(c) Notify the City of the identity of the Third-Party Contractor including notification if a new contractor will perform the duties set forth in section 5.1.

b. The COH will –

(1) Accept all stray animals at the COH Animal Shelter when dropped off by the Government Contractor.

The COH Animal Shelter will obtain jurisdiction of the stray animal once it has been dropped off and will be allowed to adhere to their own guidelines.

(2) House the stray animals until they have been released, adopted, or euthanized, if necessary, in accordance with the COH Animal Shelter's requirements/guidelines/expiration dates.

(3) The COH Animal Shelter will secure payment of the stray animal from the Government Contractor based on the animal fee schedule at the date of service.

c. Both Agencies will –

Ensure that the life, health, and safety of all stray animals found on RSA is held in high regard.

5. DEFINITIONS (for the purpose of this MOU):

a. Pet. Any domesticated animal kept as part of a household, including Emotional Support Animals, but not Military Working and Service Animals, as defined in the Americans with Disabilities Act.

b. Stray Animal. An uncontrolled pet (dog, cat, etc.).

6. PERSONNEL: Each Agency is responsible for all costs of its personnel, including pay and benefits, support, and travel, if applicable to the agreement. Each Agency is responsible for supervision and management of its personnel.

7. GENERAL PROVISIONS:

a. POINT OF CONTACT: The following point on contact (POC) will be used by the Agencies to communicate in the implementation of this MOU. Each Agency may change its POC upon reasonable notice to the other Agency. All correspondence and notice to be given pursuant to this MOU will be addressed as follows:

(1) COH -

City Administrator, John S. Hamilton, 256-427-5009, john.hamilton@hunstvilleal.gov

(2) USAG – RSA –

(a) Garrison Commander, COL Erin N. Eike, 256-876-8861, erin.n.eike.mil@army.mil

(b) Director of Public Works, Joey B. Skinner, 256-876-3516, joey.b.skinner.civ@army.mil

b. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, as applicable, to

(1) COH: 305 Fountain Circle, Huntsville, AL 35801

(2) USAG – RSA: 4488 Martin Road [AMIM-REP], Redstone Arsenal, AL 35898

c. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources.

d. REVIEW OF UNDERSTANDING: This MOU will be reviewed on or around the anniversary of its effective date at mid-point in its entirety.

e. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

f. DISPUTES: Any disputes relating to the MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and Army Regulation (AR) 5-9.

g. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Agency.

h. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Agencies.

i. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU

embodies the entire understanding between the Agencies regarding the MOU's subject matter; thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

j. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Agency signs.

k. EXPIRATION DATE: This MOU expires 10 years from the effective date.

l. CANCELLATION OF MODIFICATION: No previous MOU is being modified or canceled. This MOU holds true from the effective date to the expiration date.

m. NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

n. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

EIKE.ERIN.NICOLE.1137596217 Digitally signed by EIKE.ERIN.NICOLE.1137596217 Date: 2025.07.30 11:00:43 -05'00'

Tommy Battle Mayor	ERIN N. EIKE COL, SC Commanding
August 14, 2025	30 July 2025
(Date)	(Date)

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-705

Department: Municipal Court

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Court Referral Officer Contract between The Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-705

Department: Municipal Court

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Court Referral Officer Contract between The Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-633

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Contract Agreement between the City of Huntsville and the Administrative Director of Courts, 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 "Court Referral Officer Contract between the Administrative Director of Courts Judicial Branch, State of Alabama and the City of Huntsville," consisting of nine (9) pages, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tern of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville,
Alabama

COURT REFERRAL OFFICER CONTRACT
Between
THE ADMINISTRATIVE DIRECTOR OF COURTS
and
City of Huntsville

This Agreement is made and entered into by and between the Administrative Director of Courts ("ADC") and City of Huntsville ("Contractor").

1. Term

1.1 This Agreement will be in effect for the period **October 1, 2025**, through **September 30, 2026**, unless terminated earlier in accordance with the terms of this Agreement.

1.2 Contractor acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals, and Contractor shall not begin performing work under this Agreement until notified to do so by AOC. Contractor is entitled to no compensation for work performed prior to the effective date of this Agreement.

2. Compensation

2.1 Based upon projections made from program participation from the previous fiscal year, Contractor will be paid **$12,472.00** monthly for services performed under the terms of this Agreement. The maximum total amount to be paid under the terms of this Agreement may not exceed **$149,664.00**.

2.2 The Contractor and the ADC further agree that their mutual responsibilities provided by this Agreement shall be contingent upon the availability of funds in the Alcohol and Drug Abuse Court Referral Officer Trust Fund for the performance of the Agreement and that such responsibilities shall terminate if said funds cease to be available.

2.3 A detailed budget proposal outlining anticipated income and expenditures shall be submitted to the AOC no later than **November 1, 2025**. Additionally, a Certified Financial Statement or an annual audit conducted by a Certified Public Accountant based on generally accepted accounting standards and procedures reflecting all revenue and expenditures for Fiscal Year 2025 (October 1, 2024 – September 30, 2025) shall be submitted to AOC by no later than September 30, 2026.

3. Duties

Pursuant to § 12-23-4, Code of Alabama 1975, of the Mandatory Treatment Act of 1990, the ADC is authorized to appoint and contract for Court Referral Officer ("CRO") services. Under this Agreement, the following services will be provided by the Contractor:

3.1 Provide certified CROs to work 40 hours a week in the City of Huntsville ("Service Area"), in accordance with Administrative Office of Courts ("AOC") criteria and the provisions of the Mandatory Treatment Act of 1990 (§§ 12-23-1, *et seq.*, Code of Alabama 1975). General Supervision and direction of CROs will be provided by local judges, the ADC, and the AOC Court Referral Staff in accordance with § 12-23-4(a).

3.2 Provide evaluation, referral, and placement for defendants who are referred within your Service Area. Such services shall be provided in accordance with the Operational Screening

President or Pro Tem of the City Council of the City of Huntsville, Alabama

Date: August 14, 2025

Criteria and the State of Alabama Court Referral Officer Program Policy & Procedure Field Manual ("CRO Manual"), as revised from time to time by the AOC, as well as utilizing AOC approved testing instrument(s) authorized by the ADC.

3.3 Provide case management plans, monitoring, and drug testing services for all appropriate defendants in accordance with the Operational Screening Criteria and the CRO Manual, as revised from time to time by the AOC.

3.4 Monitor compliance by referred defendants with specific court dates.

3.5 Provide all recordkeeping services required by the AOC concerning all defendants referred for alcohol and drug intervention services pursuant to the Mandatory Treatment Act. Records shall include all financial documents containing information on evaluation, monitoring, drug testing, rescheduling, and any and all other fees collected by the CRO. These records are subject to AOC review at any time, with or without notice. All CRO files are the property of both the AOC and Contractor. Additionally, provide automated data to the AOC as required in a format compatible with the existing AOC database or any AOC database which may supersede the existing database during this contract period.

3.5.1 All reports are due by the 10th of each month; monthly installments under this Agreement will not be released until AOC receives the monthly report; **failure to timely submit the monthly report may constitute immediate grounds for cancellation of this contract.**

3.5.2 In order to provide a reputable, credible financial reporting system and to comply with the demands of the technology utilized, partial payments are not to be collected unless specifically ordered by the judge for a particular individual. In such case, a copy of this order must be included in the defendant's file and accompany each monthly report that includes the partial payment. Aside from a specific judicial order, full payment must be received and a receipt generated upon receiving the full payment for the individual service.

3.5.3 Reports should be reviewed carefully prior to submission to the AOC. Reports containing errors will not be sufficient for receiving the respective program's monthly reimbursement and funds will be held by the AOC until corrected reports are submitted.

3.6 Contractor shall ensure that all CROs or monitoring specialists, as that term is used in the CRO Manual, working under this Agreement successfully attend and complete the AOC annual CRO certification program to become certified or to maintain certification status as a CRO. **Failure of any CROs providing services under this Agreement to become certified or maintain full certification status as a CRO is cause for immediate termination of this contract.**

3.7 Utilize all available education and treatment services for defendants in accordance with the Operational Screening Criteria, the CRO Manual, and Administrative Policies and Procedures for Court Referral Education Programs, as revised from time-to-time by the AOC.

3.8 Collect, issue pre-numbered receipts for, and deposit daily in FDIC or FSLIC insured financial institutions, all assessment, monitoring, and indigent offender alcohol and drug treatment fees of defendants referred for alcohol and drug intervention services and provide an accounting of such funds in conjunction with the regular annual audit. Such fees shall be forwarded by the 10th of each month to the State Comptroller for deposit in the Alcohol and Drug Abuse Court

Referral Officer Trust Fund, using standard reporting forms provided by the AOC. A copy of each report must also be provided to the AOC State Coordinator of Court Referral Programs. Failure to timely remit these fees shall constitute grounds for immediate cancellation of this Agreement. Additionally, Contractor is expressly prohibited from using any defendant fees for personal or business use of any kind, as such practice will constitute immediate grounds for cancellation of this Agreement and criminal prosecution.

3.9 Collect court costs, fines, fees, and other assessments owed by defendants. Collection procedures for these monies will be provided by the ADC.

3.10 Provide evaluation, referral, placement, case management plans, drug testing, and monitoring plans for all defendants granted diversion from prosecution for drug offenses established in § 12-23-5, Code of Alabama 1975, by the prosecutor(s) in your Service Area.

3.11 Provide training and technical assistance to the judiciary, law enforcement agencies, treatment programs, and general public regarding services offered under the Mandatory Treatment Act in conjunction with the AOC Court Referral Program staff.

3.12 Perform such other duties to further the purposes of the Mandatory Treatment Act as directed by the court, the ADC, or designees of the ADC.

3.13 Submit to an AOC comprehensive annual site visit to audit adherence to the CRO Manual. The multiple-day site visit will include a scoring system and a survey/questionnaire completed by the judges and clerks within your Service Area. The results determine if the contract will be reoffered the following year.

3.14 In order to develop an automated defendant tracking system which is uniform throughout the state, AOC requires all CROs to use MIDAS. AOC provides MIDAS at no charge to Contractor. All components of MIDAS must be used including, but not limited to, reports, forms, accounting, and drug testing. The MIDAS Administrator has the right to immediately revoke or suspend the use privileges of Contractor or any user who has access through Contractor pursuant to this Agreement for any detected, suspected, or alleged misuse after consultation with and approval of the AOC State Coordinator of Court Referral Programs.

3.15 The Contractor CRO Director or designee must attend all court referral program meetings called by AOC during the certification period. The Contractor CRO Director must personally attend at least 50% of those meetings. If the meeting is offered through Zoom or any other audio-video communication platform, the Contractor CRO Director or designee must be available for the Zoom meeting.

3.16 Specific instructions relative to work to be performed under the terms of this Agreement will be provided by the ADC or his designees.

4. Termination

4.1 The ADC may terminate this Agreement, effective immediately, as previously provided in this Agreement or for any violation of the Mandatory Treatment Act or the CRO manual.

4.2 The ADC or Contractor may terminate this Agreement for convenience and without cause by giving written notice of such termination, specifying the effective date thereof at least 90

business days before the effective date of such termination. If the Agreement is terminated as provided herein, Contractor shall receive the amounts that would be due hereunder for services fully delivered under the Agreement through the date of termination.

5. Government Compliance

5.1 Indemnity. In the performance of its contractual obligations hereunder, the Contractor agrees that it will at all times indemnify and save harmless the Unified Judicial System, its elected and appointed officials, employees, and agents, including, the ADC, the AOC, the municipal, district and circuit courts, and their judges, clerks, registers and employees from any loss or claim for damages of any nature whatsoever against those parties, arising out of its negligence, gross negligence, or willful misconduct in the performance of this Agreement by Contractor, its successors or assigns, including claims by third parties. It is expressly understood and agreed by the parties hereto that no liability shall attach to the Unified Judicial System, the ADC, the AOC, or officials, employees, and agents thereof by reason of entry into this contract, except as expressly provided herein.

5.2 Insurance. The Contractor agrees at its own expense to obtain and maintain broad form comprehensive general liability insurance in an amount not less than $500,000.00 per occurrence, with umbrella coverage provided for a minimum of $500,000.00. Such insurance coverage shall be maintained in full force and effect during the duration of this Agreement and for a period of one year following the expiration of this Agreement, or any renewal thereof. The Contractor also agrees to ensure that he/she will be bonded in an amount sufficient to cover any potential loss to the State of Alabama based on estimated revenues for the Service Area. Before this Agreement is effective, the Contractor shall furnish the ADC proof of insurance coverage by a certificate of insurance and proof of adequate bond.

5.3 Compliance. The Contractor agrees that it will operate in accordance with all applicable federal, state, and local laws, ordinances, codes and regulations, including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act of 1990, as amended.

5.4 Merit System Exclusion. Contractor understands that it and the ADC/AOC are, and shall remain, separate and distinct entities. The relationship between Contractor and the ADC/AOC is purely contractual in nature. Contractor and the ADC/AOC will maintain an independent contractor relationship to provide the required services. Contractor, its agents, representatives, employees, distributors, and/or volunteers will not be considered employees of the ADC/AOC, nor shall they be entitled to participate in any State of Alabama retirement or pension plan or program, group insurance program, or other program designed to benefit employees of the Unified Judicial System or the State of Alabama. Services performed pursuant to the agreement are not rendered as employees of ADC/AOC or the State of Alabama. Amounts paid pursuant to the executed Agreement do not constitute compensation paid to an employee.

5.5 Anti-Double-Dipping Policy: CROs and monitoring specialists, as that term is used in the CRO Manual, operating under a Community Corrections Program are prohibited from assessing duplicative fees for providing the same service, also known as "double-dipping." For example, a CRO or monitoring specialist who monitors a defendant and assesses a monitoring fee under the auspices of the Mandatory Treatment Act of 1990 shall not also assess a "supervision fee" or "user fee" or any other fee authorized by the "Alabama Community Punishment and Corrections Act" when providing the same service to a defendant or where no additional service distinguishable from a monitoring session occurs. **Violation of this policy shall result in immediate termination of this Agreement.**

5.6 Immigration. Contractor will comply with the requirements of all state and federal laws regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under the contract. By signing this agreement, Contractor affirms that for the duration of the agreement the Contractor 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.

5.7 No Boycotts. In compliance with Ala. Code § 41-16-5, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

5.8 No Economic Boycotts. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

5.9 Board of Adjustment. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, the Contractor agrees that its sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama as provided in §§ 41-9-60, *et seq.*, Code of Alabama 1975.

5.10 Alternative Dispute Resolution. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

5.11 Debarment, Suspension, Ineligibility and Voluntary Exclusion. In accordance with Executive Order Executive Orders 12549 and 12689, as well as 2 CFR part 180, subparts A through I, AOC cannot make subgrants or permit contracts or subcontracts at any tier to any party, which is debarred or suspended or otherwise excluded from or ineligible for participation in any federal assistance programs in accordance with the Department of Justice or the Department of Health and Human Services regulations.

If applicable, the contractor certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency. Where the contractor is unable to certify the above statement, such prospective participant shall attach an explanation and must receive an exception from the Department of Justice and the Department of Health and Human Services under § 2 CFR 180.135 before any award, renewal, or extension may be made.

The contractor understands and agrees that it will include the above statements in all of its contracts, subcontracts, grants, subgrants, and any other documents resulting from or related to the executed contract.

5.12 Immunity. As an entity of State government, the ADC/AOC is immune from being made a defendant in any court of law or equity by operation of Art. I, § 14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this Contract.

5.13 This Contract does not create or constitute a debt against or incurred by the State of Alabama for purposes of Art. XI, § 213, Ala. Const. 1901 (Recomp.).

5.14 Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Alabama. All services under the Agreement will be performed in accordance with applicable state and federal law, statutes, provisions, or regulations and any federal or state court orders that pertain to the State of Alabama for which the ADC/AOC is required to adhere.

5.15 Severability. All provisions of this Agreement are severable, and any provision of this Agreement found by a court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement. To the extent legally permissible, the Parties will replace any illegal, invalid, or unenforceable provision of this Agreement with a valid provision that will implement the intended purpose of the illegal, invalid, or unenforceable provision.

5.16 Waiver. The terms and provisions of this Agreement and all references and incorporations to the Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision hereof or a relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall not be valid unless such waiver is in writing and signed by the waiving party. A waiver in once instance shall not be deemed a continuing waiver unless expressly stated in writing and signed by the waiving party.

5.17 Entirety. This Agreement constitutes the entire and only agreement between the parties relating to the services described herein, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the ADC and the Contractor execute this Agreement by their respective duly authorized officers on the date and year hereinafter written.

CONTRACTOR: City of Huntsville

_____
Federal Employer ID #

_____ 8/14/2025
Date

Name: Tommy Battle

Title: Mayor

ADMINISTRATIVE DIRECTOR OF COURTS

_____ 7/15/25
Nathan Wilson Date
Director

ADDENDUM TO COURT REFERRAL OFFICER CONTRACT

Between
THE ADMINISTRATIVE DIRECTOR OF COURTS
and the
THE CITY OF HUNTSVILLE

The following Addendum is hereby made a part of and is specifically incorporated into the above-described contract (the "Contract") and is being signed simultaneously therewith:

1. The parties acknowledge and agree that the City of Huntsville (herein referred to as the "Contractor") is a self-insured municipality and that this self-insured status satisfies all insurance requirements for the Contractor set forth in the Contract. The parties further acknowledge and agree that the Contractor's liability under the Contract is limited pursuant to Sections 11-47-23 and 11-47-190 of the Code of Alabama 1975.

2. In the case of conflict between any of the provisions of this Addendum and any provisions in paragraph 5.2 of the Contract, the provisions of the Addendum shall control.

3. All other terms and conditions of the Contract, except as modified by this Addendum, are ratified and confirmed by the parties.

CONTRACTOR: The City of Huntsville

_____
Federal Employer ID#

_____ _____
Authorized Officer Title Date

_____ _____
Nathan Wilson Date
Administrative Director of Courts

ADDENDUM TO COURT REFERRAL OFFICER CONTRACT
Between
THE ADMINISTRATIVE DIRECTOR OF COURTS
and the
THE CITY OF HUNTSVILLE

The following Addendum is hereby made a part of and is specifically incorporated into the above-described contract (the "Contract").

5.18 This Contract and any renewal(s) thereof are subject to the appropriation of funds to AOC to fulfill the contract obligations; the contract will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any contract is to be made, that contract will be subject to termination. AOC will use its best efforts to secure sufficient appropriations to fund any executed contract. Obligations of AOC under any executed contract will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. AOC will determine whether amounts appropriated are sufficient. AOC will give Contractor notice of insufficient funding as soon as practicable after AOC becomes aware of the insufficiency. Contractor's obligation to perform will cease upon the receipt of such notice.

All other terms and conditions of the Contract, except as modified by this Addendum, are ratified and confirmed by the parties.

CONTRACTOR: THE CITY OF HUNTSVILLE

_____ August 14, 2025
Date

Name: Tommy Battle

Title: Mayor

ADMINISTRATIVE DIRECTOR OF COURTS

_____ _____
Nathan Wilson Date
Director

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-706

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Amendment No.1 to the Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Finance Information:

Account Number: N/a

City Cost Amount: NTE $10,000

Total Cost: NTE $10,000

Special Circumstances:

Grant Funded: N/a

Grant Title - CFDA or granting Agency: N/a

Resolution #: N/a

Location: (list below)

Address: N/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/a

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5827

Department: Landscape Management

Type of Action: Approval/Action

Subject:

Resolution authorizing the Mayor to execute Amendment No.1 to the Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Finance Information:

Account Number: N/a

City Cost Amount: NTE $10,000

Total Cost: NTE $10,000

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

APHIS #: 25-7201-8025-RA
APHIS WBS: AP.RA.RX01.72.0070
Amendment 1

Amendment No.1
COOPERATIVE SERVICE AGREEMENT
Between
City of Huntsville
And
The DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Under the provisions of Articles 3, 6 and the Financial Plan, City of Huntsville and USDA, APHIS, Wildlife Services mutually agree to revise Cooperative Service Agreement No. 25-7201-8025-RA as follows:

This revision ("Amendment No. 1") extends the expiration date to July 31, 2026.

ARTICLE 3

The Cooperator agrees to provide an additional $10,000.00 for costs of services as indicated on the below Financial Plan. The Financial Plan includes cost over the entire agreement period.

It is further understood by and between the parties that, in all other respects, the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

COOPERATOR

_____ _____
City of Huntsville Date
c/o Tommy Battle
308 Fountain Circle
Huntsville, AL 35801

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

_____ _____
Leif Stephens Date
State Director
Alabama

APHIS #: 25-7201-8025-RA
APHIS WBS: AP.RA.RX01.72.0070
Amendment 1

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation	$	12,799.84
Vehicles	$	688.16
Equipment	$	275.27
Subtotal (Direct Charges)	$	13,763.27
Indirect Costs	16.15%	$ 2,222.77
Pooled Job Cost	11.00%	$ 1,513.96
Agreement Total	$	17,500.00

RESOLUTION NO. 25-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, is hereby authorized to execute Amendment No. 1 to the agreement by and between the City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS), on behalf of the City of Huntsville, for the additional amount of Ten Thousand Dollars and 00/100s ($10,000.00). Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as 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 "Amendment No. 1 to the Standard Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)," consisting of two (2) pages, and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-707

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City of Huntsville to join the State of Alabama and other local governments as participants in Opioid Litigation Settlements.

Resolution 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: NA
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/28/2025 **File ID:** TMP-5831

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City of Huntsville to join the State of Alabama and other local governments as participants in Opioid Litigation Settlements.

Resolution 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: NA
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING THE CITY OF HUNTSVILLE TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN OPIOID LITIGATION SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Huntsville, Alabama.

WHEREAS, the City of Huntsville has suffered harm and will continue to suffer harm because of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers ("Opioid Litigation");

WHEREAS, the State of Alabama has entered into Settlement Agreements with the Purdue Pharma, LP ("Purdue Pharma") bankruptcy estate and related entities, the Sackler family, and manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively "Settlements"), which include the claims for the State of Alabama's local governments, and the City of Huntsville finds the terms of the Settlement Agreements acceptable and in the best interest of the community;

WHEREAS, the State of Alabama utilizes Sign-On Agreements for local governments, and the City of Huntsville finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the Settlement Agreements and Sign-On Agreement detail the approved uses of Settlement Funds, which the City of Huntsville finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA,

Section 1. That the City of Huntsville finds that participation in the Settlements, Settlement Agreements and Sign-On Agreements is in the best interest of the City of Huntsville and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Huntsville hereby expresses its support for the Settlements and allocation and use of Settlement Funds as generally described in the Settlement Agreements and Sign-On Agreement.

Section 3. That the Mayor is authorized to give written authority to the City of Huntsville's opioid litigation attorney, Keith Jackson, to submit the City's vote in favor of the Purdue Pharma bankruptcy plan;

Section 4. That the City of Huntsville's Mayor ("City Mayor") is hereby expressly authorized to execute any necessary Sign-On Agreements for the Settlements, and the City Mayor is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds, including any allocation agreement.

Section 5. That the City Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Huntsville's agreement to the settlement of claims and litigation specifically related to the entities covered by the Settlements.

Section 6. That the City Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Huntsville's participation in the Settlements.

Section 7. This Resolution is effective upon adoption, the welfare of the City of Huntsville, Alabama requiring it.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-708

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates.

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: Hawks Ridge Estates
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5811

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke ServisFirst Bank Letter of Credit No. 13780 for Hawks Ridge Estates.

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: Hawks Ridge Estates
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, ServisFirst Bank issued a certain letter of credit (No. 13780) 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 ServisFirst Bank Letter of Credit No. 13780, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

SERVISFIRST BANK
Post Office Box 18127
Huntsville, Alabama 35804
T 256.722.7800 F 256.722.7810
servisfirstbank.com

Copy

Servis 1st Bank

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT NO. 13780

Beneficiary:
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Account Party:
Harris Hill Development, LLC
Post Office Box 12819
Huntsville, Alabama 35815

Bank:
ServisFirst Bank
401 Meridian Street
Huntsville, Alabama 35801

Place of Presentment/Expiry:
ServisFirst Bank
401 Meridian Street, Suite 100
Huntsville, AL 35801

Amount: **$18,000.00**
Issue Date: August 23, 2024
Expiration Date: August 23, 2025

Subject: Article 5 Sidewalks / Letter of Credit for Hawks Ridge Estates

Gentlemen:

We hereby reinstate and amend our Irrevocable Standby Letter of Credit in your favor, effective August 23, 2024, for sum not to exceed the aggregate of $18,000.00, 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 ServisFirst Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage 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.

MM 7/17/24 SE 7/19/24
MW 7-16-24 CM 7-18-24

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.

ServisFirst Bank

By: _____
Andrew N Kattos
Regional CEO / Executive Vice President

SERVISFIRST BANK
Post Office Box 18127
Huntsville, Alabama 35804
T 256.722.7800 F 256.722.7810
servisfirstbank.com

Servis 1st Bank

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT NO. 13780

Beneficiary:
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Account Party:
Harris Hill Development, LLC
Post Office Box 12819
Huntsville, Alabama 35815

Bank:
ServisFirst Bank
401 Meridian Street
Huntsville, Alabama 35801

Place of Presentment/Expiry:
ServisFirst Bank
401 Meridian Street, Suite 100
Huntsville, AL 35801

Amount: **$18,000.00**
Issue Date: August 23, 2023
Expiration Date: August 23, 2024

Subject: Article 5 Sidewalks / Letter of Credit for Hawks Ridge Estates

Gentlemen:

We hereby reinstate and amend our Irrevocable Standby Letter of Credit in your favor, effective August 23, 2023, for sum not to exceed the aggregate of $18,000.00, 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 ServisFirst Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage 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
M 8-22-23
M 8-18-23

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.

ServisFirst Bank

By: _____
Angel Stinson
Chief Credit Officer

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-709

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Trustmark National Bank Letter of Credit No. 22-068-SP for Freeman Road Townhomes.

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: Freeman Road Townhomes
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5812

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Trustmark National Bank Letter of Credit No. 22-068-SP for Freeman Road Townhomes.

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: Freeman Road Townhomes
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Trustmark National Bank issued a certain letter of credit (No. 22-068-SP) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to Trustmark National Bank Letter of Credit No. 22-068-SP, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

Trustmark

Sidewalk
Freeman Road
Tennessee

Trustmark National Bank
International Operations
248 East Capitol Street
Jackson, Mississippi 39201

Telephone: 601/208-6538
Fax: 601/208-2387

Amendment No. TWO to
Irrevocable Standby Letter of Credit No. 22-068-SP
Originally dated August 23, 2022

Issue Date:
December 13, 2024

Beneficiary:
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Applicant:
H2S LLC Freeman Series
100 Washington Street, Suite 202
Huntsville, AL 35801

THIS AMENDMENT IS TO BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

Gentlemen:

We hereby amend our above referenced Letter of Credit No. 22-068-SP as follows:

- **The amount of this Letter of Credit is decreased by USD $12,570.00 to a new aggregate total of USD $9,480.00.**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Yours very truly,
Trustmark National Bank
Jackson, Mississippi, USA

By: Rita Butler
Rita Butler
First Vice President

MM 12/19/24 SE 1/7/25
MN 12-19-24 CM 12-19-24

Trustmark

Freeman Road Townhomes

Trustmark National Bank
International Operations
248 East Capitol Street
Jackson, Mississippi 39201

Telephone: 601/208-6538
Fax: 601/208-2387

Amendment No. ONE to
Irrevocable Standby Letter of Credit No. 22-068-SP
Originally dated August 23, 2022

Issue Date:
August 23, 2024

Beneficiary:
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Applicant:
H2S LLC Freeman Series
125 Northside Square, Suite 200
Huntsville, AL 35801

THIS AMENDMENT IS TO BE ATTACHED TO AND BECOME AN INTEGRAL PART OF THE ORIGINAL CREDIT INSTRUMENT.

Gentlemen:

We hereby amend our above referenced Letter of Credit No. 22-068-SP as follows:

- **Expiry date is extended to August 23, 2025.**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Yours very truly,

Trustmark National Bank
Jackson, Mississippi, USA

By: Rita Butler
Rita Butler
First Vice President

MM 8/29/24 SE 9/3/24
MW 8-29-24 MM 9-4-24

Trustmark

Trustmark National Bank
International Operations
248 East Capitol Street
Jackson, Mississippi 39201
Telephone: 601/208-5887
Fax: 601/208-2387

Irrevocable Standby Letter of Credit No. 22-068-SP

Issue Date:
August 23, 2022

Expiry Date:
August 23, 2024

Beneficiary:
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Applicant:
H2S LLC Freeman Series
125 Northside Square, Suite 200
Huntsville, AL 35801

Amount: USD 22,050.00

RE: Article 5 Sidewalk Letter of Credit for Freeman Road Townhomes

Place of Expiry: At the counters of Trustmark National Bank, 118 Jefferson Street South, Huntsville, Alabama 35801 Attention: Community President

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit No. 22-068-SP in your favor available by your DRAFTS AT SIGHT drawn on Trustmark National Bank, Jackson, Mississippi, USA, bearing the clause "Drawn under Trustmark National Bank, Jackson, Mississippi, Letter of Credit No. 22-068-SP" and accompanied by the following:

- A statement purportedly signed by an authorized official of the City of Huntsville, Alabama stating as follows:
  "We hereby certify that this draw is being made pursuant to Article 5 of the Subdivision Regulations."
- The original of this Letter of Credit and any amendments thereto.

MW 8-23-22 8-29-22 NB 8/30/22
MM 8/23/22

7070 07/13

Trustmark

We hereby engage with you that drafts drawn hereunder in compliance with the terms of this credit will be duly honored on presentation and delivery of documents as specified to Trustmark National Bank, 118 Jefferson Street South, Huntsville, Alabama 35801 attention: Community President

Except so far as otherwise expressly stated, this credit is subject to the "International Standby Practices" ("ISP98") International Chamber of Commerce Publication 590.

Yours very truly,
Trustmark National Bank
Jackson, Mississippi, USA

By: Valerie Adams
Valerie Adams
Vice President

VOID VOID VOID

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-710

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010122 for Lyla's Gate Phase 2 at McMullen Cove.

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: Lyla's Gate Phase 2 at McMullen Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5813

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010122 for Lyla's Gate Phase 2 at McMullen Cove.

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: Lyla's Gate Phase 2 at McMullen Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Citizens Tri-County Bank issued a certain letter of credit (No. 4183010122) 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 Citizens Tri-County Bank Letter of Credit No. 4183010122, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

Citizens Tri-County Bank

IRREVOCABLE LETTER OF CREDIT NO. 4183010122

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, Alabama 35804	Enfinger Development, LLC 8624 Memorial PKWY SW Huntsville AL 35802	Citizens Tri County Bank 2030 Decherd Blvd Decherd TN 37324

Subject: Article 5 Sidewalk, Letter of Credit for
"Final Plat for Lylas's Gate Phase 2 at McMullen Cove City of Huntsville Alabama
Amount: 16,054.50
Issue Date: August 23, 2024
Expiration Date: August 23, 2025

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective August 23, 2024, for a sum not to exceed the aggregate of 16,054.50. 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 it drawn and presented for payment to Citizens Tri County Bank 8624 Memorial Parkway SW Huntsville AL 35802.

Each draft(s) must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage 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 as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Citizens Tri-County Bank

Greg Douglas
Vice President

MW 9-11-24 SE 9/12/24
MM 9/11/24 9-11-24

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-711

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010130 for Silo Hill Phase 4 at McMullen Cove.

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: Silo Hill Phase 4 at McMullen Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5814

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Citizens Tri-County Bank Letter of Credit No. 4183010130 for Silo Hill Phase 4 at McMullen Cove.

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: Silo Hill Phase 4 at McMullen Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

WHEREAS, Citizens Tri-County Bank issued a certain letter of credit (No. 4183010130) 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 Citizens Tri-County Bank Letter of Credit No. 4183010130, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

Citizens Tri-County Bank

IRREVOCABLE LETTER OF CREDIT NO. 4183010130

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, Alabama 35804	Enfinger Development, LLC 8624 Memorial PKWY SW Huntsville AL 35802	Citizens Tri County Bank 2030 Decherd Blvd Decherd TN 37324

Subject: Article 5 Improvements/Sidewalk, Letter of Credit for
"Silo Hill Ph 4 at McMullen Cove City of Huntsville Alabama
Amount: 33,938.75
Issue Date: August 23, 2024
Expiration Date: August 23, 2025

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective August 23, 2024, for a sum not to exceed the aggregate of 33,938.75. 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 it drawn and presented for payment to Citizens Tri County Bank 8624 Memorial Parkway SW Huntsville AL 35802.

Each draft(s) must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage 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 as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Citizens Tri-County Bank

Greg Douglas
Vice President

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-712

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to settlement the lawsuit entitled Giancarlo Dagostino and Tracy Dagostino v. City of Huntsville, et al., in the Circuit Court of Madison County, Alabama, Civil Action No. 47-CV-24-900187 (Claim No. FY23-056).

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $38,000

Total Cost: $38,000

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:

The settlement is for a total of $38,000.00, with $20,000.00 going to Giancarlo Dagostino and $18,000.00 going to Tracy Dagostino, respectfully.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5853

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to settlement the lawsuit entitled Giancarlo Dagostino and Tracy Dagostino v. City of Huntsville, et al., in the Circuit Court of Madison County, Alabama, Civil Action No. 47-CV-24-900187 for a total sum of $38,000.00 (Claim No. FY23-056).

Resolution No.

Finance Information:

Account Number: 1000-19-00000-515190-00000000

City Cost Amount: $38,000

Total Cost: $38,000

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:

The settlement is for a total of $38,000.00, with $20,000.00 going to Giancarlo Dagostino and $18,000.00 going to Tracy Dagostino, respectfully.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the lawsuit entitled *Giancarlo Dagostino & Tracy Dagostino v. City of Huntsville, et al.,* in the Circuit Court of Madison County, Alabama, Civil Action No. 47-CV-24-900187, for the total sum of $38,000.00, with $20,000.00 going to Giancarlo Dagostino and $18,000.00 going to Tracy Dagostino (Claim No. FY23-056).

BE IT FURTHER RESOLVED that the City Attorney is authorized to execute the settlement agreement and any other documents consistent with, or required pursuant to, the terms of this resolution.

ADOPTED this the 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-713

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by SureTec Insurance Company.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5832

Department: Legal

Subject: **Type of Action:** Approval/Action

Resolution authorizing the City Attorney to seek a forfeiture of the surety bond issued by SureTec Insurance Company.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 25-____

WHEREAS, SureTec Insurance Company issued a surety bond in the amount of EIGHT THOUSAND AND 00/100 DOLLARS ($8,000.00) for the payment of liquor and other taxes to a certain taxpayer.

WHEREAS, the Principal failed to pay taxes in the amount of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) for the taxing period of June 2024 through September 2024 and interest through April 2025; and

WHEREAS, the Finance Department has made every possible effort to collect the taxes due from the Principal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the City Attorney's Office is hereby authorized, requested, and directed to seek a forfeiture of the surety bond issued by SureTec Insurance Company; and

BE IT FURTHER RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor, upon payment by SureTec Insurance Company and in accordance with its bond, is hereby authorized, requested, and directed to execute a release and assignment agreement substantially in words and figures as Attachment "A", 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 14th day of August, 2025.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this 14th day of August, 2025.

_____
Mayor of the City of
Huntsville, Alabama

ATTACHMENT "A"

KNOW ALL MEN BY THESE PRESENTS that the undersigned, for the sole consideration of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) to be paid by SureTec Insurance Company from the bond of Case No. 406 (Bond Number 3499892), to the City of Huntsville, Alabama, releases and discharges SureTec Insurance Company from the obligation of the bond to the extent of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) for the taxing period of June 2024 through September 2024 and interest through April 2025.

In further consideration of payment of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) of the above noted bond, the City of Huntsville, Alabama, hereby assigns to SureTec Insurance Company any claim the City of Huntsville, Alabama, may have against Case No. 406, for delinquent or deficient taxes or license fees to the extent of the remitted amount of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) for the taxing period of June 2024 through September 2024 and interest through April 2025. The City of Huntsville, Alabama, retains any claim it may have against Case No. 406 for delinquent or deficient taxes or license fees greater than the amount of TWO THOUSAND ONE HUNDRED FORTY-ONE AND 58/100 DOLLARS ($2,141.58) received from SureTec Insurance Company for the taxing period of June 2024 through September 2024 and interest through April 2025.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this document to be executed by its duly sworn officer this the 14th day of August, 2025.

CITY OF HUNTSVILLE, ALABAMA

BY: _____
Tommy Battle
Its Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-714

Department: Parking

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a new agreement between the City of Huntsville and T2 Systems, Inc for software to issue parking citations for Parking Enforcement.

Resolution No.

Finance Information:

Account Number: 1000-17-17200-520300-00000000

City Cost Amount: $27,007.00

Total Cost: $27,007.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 500-B Church St. NW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
One year agreement

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5817

Department: Parking

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a new agreement between the City of Huntsville and T2 Systems, Inc for software to issue parking citations for Parking Enforcement.

Resolution No.

Finance Information:

Account Number: 1000-17-17200-520300-00000000

City Cost Amount: $27,007.00

Total Cost: $27,007.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 500-B Church St. NW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
One year agreement

RESOLUTION NO. 25 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and T2 Systems, Inc, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, for citation software in the amount of Twenty Seven Thousand and Seven dollars and Zero cents ($27,007.00) which said agreement is substantially in words and figures similar to that document attached hereto and identified as "The Master Customer Agreement and T2 Systems, Inc.," consisting of nineteen (19) pages, two (2) additional pages including Appendix "A & B", one (1) page including Exhibit 1 and the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025

_____
Mayor of the City of Huntsville, Alabama



T2 Master Customer Agreement

This Master Customer Agreement ("Agreement") is made by and between T2 Systems, Inc. (**"T2C or T2 Systems"**) each on behalf of itself and for the benefit of its respective Affiliates (as defined below) and City of Huntsville (**"Customer"**) as of the Effective Date set forth below.

By signing this Agreement, the parties acknowledge to have read, understand and agrees to be bound by the terms and conditions of this Agreement.

1. **BACKGROUND.** The Agreement establishes the overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services. The following Addenda will be entered into by Customer and T2 Systems or one of its Affiliates and each will be incorporated in this Agreement herein.

-UPsafety Software Subscription Addendum

In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

(a) **"Addenda"** or **"Addendum"** means each document attached hereto and made part of the Agreement which may include a Quote, Order Form or Statement of Work, between Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.

(b) "**Affiliate**" means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.

(c) "**Confidential Information**" means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:

(i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;

(ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.

_____

President of the City Council of the City of Huntsville, Alabama

Date:_____

Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under an Addendum will be licensed not sold to Customer.

(b) Customer agrees that any copies made of the Documentation, any other T2 Systems Confidential Information and any other material obtained from T2 Systems shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

(c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

(a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:

(i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;

(ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;

(iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or

(iv) that is disclosed with the written consent of the disclosing party.

(b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.

(c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.

(d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.

(e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

7. CUSTOMER DATA.

any damages awarded to a third party claimant related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, patent, trademark or trade secret.

T2 System's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, combination of T2's Product or Software with hardware or software not provided by T2 Systems, or from Customer's failure to implement changes or updates furnished by T2 Systems to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 Systems shall, at its expense:

(i) procure for the Customer the right to continue using the affected Product or Software; or

(ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 Systems by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

(c) Customer Indemnification. To the extent authorized by and subject to the limitations on liability set forth in Alabama law, Customer agrees to indemnify, defend and hold T2 Systems and its Representatives harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.

(d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

(a) During the Term of this Agreement, T2 Systems shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 Systems will provide Customer with a copy of its certificate(s) of insurance immediately upon contract execution.

(b) T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following limits of coverage:

NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SYSTEMS SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 SYSTEMS BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SYSTEMS SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

(c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEMS , ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

(b) IN NO EVENT WILL T2 SYSTEMS OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.

(c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEMS SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.

(d) Intentionally deleted.

(e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2 SYSTEMS, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

13. DISPUTE RESOLUTION.

(a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.

(b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.

(c) Choice of Law. This Agreement and all Addenda are governed by the laws of the State of Alabama.

14. GENERAL PROVISIONS.

(a) Assignment. T2 Systems may assign its rights and obligations under this Agreement only with the written consent of the Customer. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2 Systems.

(b) Entire Agreement. Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.

(c) Piggyback Cooperative Purchasing. Intentionally deleted.

(d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.

(e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of

(o) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.

(p) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof.

T2 SYSTEMS, INC.

Per: _____

Name: Zack Harmeyer

Title: Senior Vice President, Product

Date: 7/16/2025

CITY OF HUNTSVILLE

Per: _____

Name: _____

Title: _____

Date: _____

Appendices. Each reference to T2 in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Cost Proposal and Quote
Appendix B – Merchant Services Addendum for Sub-Merchants
Appendix C - Scope of Work (If applicable)

3 General Terms

T2 Systems will provide services (the "Services") and license all software, including all web and LPR applications and related Documentation (the "Software"), necessary for Customer to operate a Citation Management Program ("CMP") to allow the Customer's parking enforcement officers to issue parking citations, accept payment for parking citations and perform citation adjudication tasks.

This Addendum (including the Quote and applicable SOW) and the Agreement constitute the entire agreement between the parties hereto with regard to the Software, Services, any technical support and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

4 Term and Termination

The ("Term") of the Addendum is effective from the date on which T2 Systems and the Customer have both signed this Addendum (the "Effective Date") and will remain in effect for one (1) year ("Initial Term") from the date on which the Customer is trained and the Software is deployed to Customer (the "Training Date"). On the anniversary of the Training Date, for two (2) additional years, this Addendum may be renewed by the Customer for a one (1) year period upon the same terms and conditions ("Renewal Term"). If either the Customer or T2 Systems does not wish to renew this Addendum, or provide notice for early termination, a party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to the annual anniversary Training Date.

If Equipment and training costs have been paid in full, either party may terminate this Addendum for convenience with sixty (60) days' written notice, or terminate for cause in the event that a party provides written notice to the other party of a material breach and the breaching party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching party.

In the event of a termination, with written notice from the Customer, T2 Systems shall supply a CSV file which contains all the Customers textual ticket and permit data (if applicable) at no cost. Any special requests for a different format will be scoped by T2 Systems with an estimate provided to the Customer on a time and material basis.

Reengagement. When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:

a. All Professional Services Fees completed to date.
b. All hard costs, including incurred travel and travel expenses.
c. Any rebooking fees.
d. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional project management hours) would be billed at the

rules and regulations in all material respects.

a. **Collections.** Should the Customer request for a further collections process, Customer and T2 Systems will execute a separate addendum identifying the specific terms for referred collection accounts.

VI. Custom Software Development

Upon T2 Systems receiving a signed purchase order from Customer, T2 Systems may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Customer's needs. Work will be performed in accordance with an executed Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All custom software development is owned exclusively by T2 Systems.

VII. Support & Issue Resolution

T2 Systems will provide online, telephone and email support to Customer during the Term, providing live, direct T2 Systems product support from 8:00 a.m. to 5 p.m. EST, Monday through Friday, excluding nationally observed federal holidays. Additionally, voicemail will be made available 24/7 and a reply will be generated by T2 Systems initiating the support call within one (1) hour.

T2 Systems product support will assist Customers relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VIII. Shipping Costs

Customer will be responsible all shipping costs to its facility incurred by T2 Systems for the shipment of paper, Equipment, permits and all other physical components required to operate the CMP.

IX. Acceptance of Equipment

Customer shall inspect or test Equipment upon receipt. Customer shall be deemed to have affected final acceptance of the Equipment at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2 Systems before such day; or, (b) the date when the Equipment is used or otherwise placed in commercial operation.

X. Out of Scope Services and Change Order Requests

Additional services or changes may be requested by the Customer must be submitted in writing by the Customer. T2 Systems will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Customer prior to the implementation of any changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional sessions, Customer requested software modifications and/ or relocation of Equipment.

6 Merchant Processing Framework

10 T2 Systems Limitations

The maximum number of Customer's employees, contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in Exhibit A: Agreement to Purchase. Customer's use of the Software may not exceed the number of users specified without the express written agreement of T2 Systems.

11 Permitted Uses

Subject to T2 System's database permissions and limitations, users shall be permitted access to the T2 Systems CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Customer within the terms and features of this Addendum:

a. Issuance & Management of Citations, Tickets & Permits
b. Customization & Management of Settings, Rules, Reporting and User Permissions
c. Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Customer agrees that upon expiration or termination of the SaaS Term, all rights granted to Customer shall immediately terminate. T2 Systems Customer shall certify in writing to T2 Systems that all copies of T2 Systems Content in any form, including partial copies, and shall erase all computer, electronic, or other storage devices have been destroyed.

12 Upgrades

T2 Systems will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

13 Customer Responsibilities

Customer is responsible for administering security within the T2 Systems applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy and protection of all usernames and passwords provided to Customer. Customer is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Customer is also responsible for ensuring that its users comply with these terms and conditions with respect to use of the Software and Services. Customer shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Customers hosting site.

T2 Systems shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Software via the Internet. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and Software hosted by T2 Systems. Customer shall provide accurate input information in the manner T2 Systems in connection with the Software and Services. Customer shall advise T2 Systems of any changes to Customer's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Customer shall configure necessary user accounts via the administrator account provided by T2 Systems. Customer shall be responsible for ensuring that any Customer Data is accurate, not corrupt in any way, and does not contain any viruses.

also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

16 Software Modifications

Customer shall not make any modifications to the Software. Any modifications that Customer makes to the Software will void any warranty obligations contained in this Addendum and T2 Systems in its sole discretion, may terminate this Addendum.

17 Warranties

T2 Systems Limited Warranty. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations. T2 Systems warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in this Addendum.

Exclusive Remedies. If, during the warranty period the Software fails to comply with the specifications, T2 System's entire liability and Customer's exclusive remedy will be either to (a) repair or replacement of the Software, or (b) if in T2 System's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software of the current annual Term. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the Documentation or T2 Systems training. T2 System's entire liability and Customer's exclusive remedy for any breach of warranty with respect to the Services as described above shall be T2 Systems re-performing the Services performed.

APPENDIX B: MERCHANT SERVICES ADDENDUM FOR SUB-MERCHANTS

This MERCHANT SERVICES ADDENDUM FOR SUB-MERCHANTS ("Agreement") is made with City of Huntsville ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("T2"). T2's designated financial institution ("Bank") and payment processor ("Processor") that T2 has contracted with to support the Services and are members of the Associations providing sponsorship services in connection with this Agreement, will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), American Express ("Amex") and certain similar entities (collectively, "Associations), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Processor understands that Sub-merchant may have contracted with T2 to obtain certain processing services and that T2 may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. Bank and Processor may be changed at any time without prior notice.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, Discover and Amex websites for a copy of the Visa, MasterCard, American Express and Discover regulations. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or Operating Regulations to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion

If appropriately indicated in Sub-merchant's agreement with T2, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Processor, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

opinion, provision of a service to Sub-merchant or T2 may be a violation of the Operating Regulations or any Laws, (iii) Processor believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Processor determines Sub-merchant poses a financial or regulatory risk to Processor or an Association, (v) Processor's agreement with T2 terminates, (vi) any Association deregisters T2, (vii) Processor ceases to be a member of the Associations or fails to have the required licenses, or (viii) Processor is required to do so by any of the Associations.

5. Indemnification. Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and Agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' breach of this Agreement or violation of Law or the Operating Regulations. This indemnification will survive the termination of this Agreement.

6. Limits of Liability. Sub-merchant agrees to provide Processor, via communication with T2, with written notice of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROCESSOR DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Processor arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against T2 and not against Processor, unless otherwise specifically set forth in the Operating Regulations. In no event Processor shall have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Processor is only providing this Agreement to assist in T2's processing relationship with Sub-merchant, that Processor is not liable for any action or failure to act by T2, and that Processor shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by T2. If T2 is unable to provide its services to Sub-merchant in connection with this Agreement and Processor elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Processor's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Processor's relationship with Sub-merchant. If T2 subsequently provides its services to Sub-merchant in connection with this Agreement, Processor will cease to provide such services after receipt of notice from T2 and this Agreement will govern Processor's relationship with Sub-merchant.

7. Miscellaneous. This Agreement may not be assigned by Sub-merchant without the prior written consent of Processor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Processor and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Processor may amend this Agreement upon notice to Sub-merchant in accordance with Processor's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. The Bank is a party to this Agreement. The Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Sub-merchant.

T2 Systems, Inc. - Confidential Quotation
a Verra Mobility Company
8900 Keystone Xing, Suite 700
Indianapolis, IN 46240-4697

For: City of Huntsville AL
Quote ID: Q-42917
Date Issued: 01/01/2025
Expires: 6/30/2025

Bill To:
City of Huntsville AL
500B Church St.
Huntsville, Alabama 35801
United States

Prepared By:
Clint Sparks

Prepared For:
John Ashburn

Ship To:
City of Huntsville AL
500B Church St.
Huntsville, AL 35801
United States

John Ashburn
(256) 427-6803 Ext. 0000
john.ashburn@huntsvilleal.gov
EIN: TBD

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
UPsafety Subscription Service - PE Mobile License(s)		**12.00**	**USD 2,019.75**	**USD 24,237.00**
Year 1	100.5000	12.00	USD 2,019.75	USD 24,237.00
			TOTAL:	USD 24,237.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	UPsafety Personalized Webinar Training	1.00	USD 895.00	USD 895.00
100.5014	UPsafety Client Cloud Configuration	1.00	USD 1,875.00	USD 1,875.00
			TOTAL:	USD 2,770.00

Year 1 Total: USD 27,007.00
Year 2 Total: USD 24,237.00
Year 3 Total: USD 24,237.00

Net Total: USD 27,007.00

Tax Amount: USD 0.00
Tax Comments: N/A

Total: USD 27,007.00

Additional Information:

Patron portal transactions fees: Any fees paid with credit card through the UPsafety Patron Portal will be charged a transactions fee of >$3.00 or 4% Fees only apply to transactions with a dollar value. There are no fees for $0 permits purchases. Customer can set a custom convenience fee that can be applied to purchase and paid by the payee.

T2 Merchant of Service using Stripe as the CC processor for Patron Portal transactions. Collected funds, less transactions fees, are transferred to customers' financial institution nightly, along with an audit detail report via email.

Transfer to Tyler Technology: UPsafety has capabilities to export citations data via SFTP transfer to the customers' existing server. The City's participation is required to confirm this transfer format with Tyler Technologies prior to T2 committing to the functionality. Any custom development required may incur additional fees.

Freight Term: FOB-VEND-PP
Payment Terms: N30
IRIS Profile:
End User: City of Huntsville AL
GP Customer Number: 3646

Billing Terms

Additional fees for variable cost services utilized.

Hardware, including subcontractor hardware, and shipping invoiced per Agreement.
Subscriptions are invoiced upon receiving access to licensed product.
Professional Services invoiced on Project Go-Live.
Travel invoiced as incurred.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Quote is developed in conjunction with Statement of Work, if applicable. If any billing term language conflicts occur, Standard Billing Terms section of Statement of Work document takes precedence.

Quoted pricing is based on current applicable tariffs, import/export duties, surcharges, taxes or similar fees ("Tariffs"). In the event any governmental authority enacts or imposes new or additional Tariffs that increases the cost of goods, materials, and/or services provided for under this Quote, T2 reserves the right to adjust the pricing on this Quote to reflect increased costs.

Quote Number: Q-42917

Customer

Signature

Print Name

Title

Date

PO #

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-715

Department: Traffic Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Southern Lighting and Traffic Systems for Annual Software Maintenance Agreement.

Resolution No.

Finance Information:

Account Number: 1000-00-00000-140200-00000000-

City Cost Amount: $27,355

Total Cost: $27,355

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This annual software maintenance agreement is for Centracs, which is our traffic control system that is used to communicate with, make changes to, and receive alerts from our traffic signals back to our Traffic Control Center. This system is tailored to our needs and programmed to our specific traffic signal settings.

305 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-715

Department: Traffic Engineering

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Southern Lighting and Traffic Systems for Annual Software Maintenance Agreement.

Resolution No.

Finance Information:

Account Number: 1000-00-00000-140200-00000000-

City Cost Amount: $27,355

Total Cost: $27,355

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This annual software maintenance agreement is for Centracs, which is our traffic control system that is used to communicate with, make changes to, and receive alerts from our traffic signals back to our Traffic Control Center. This system is tailored to our needs and programmed to our specific traffic signal settings.

RESOLUTION NO. 25-643

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 Software Maintenance Agreement between the City of Huntsville and Southern Lighting and Traffic Systems, 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 "Software Maintenance Agreement between the City of Huntsville and Southern Lighting and Traffic Systems," consisting of six (6) pages and the date of August 14, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of Huntsville,
Alabama

Southern Lighting and Traffic Systems

SLTS

Software Maintenance Agreement

July 3, 2025

Hannah Brown
City of Huntsville,

Dear Hannah,

Here is the annual Software Maintenance Agreement pricing for the next term (Sept 1, 2025 - Aug 31, 2026). SLTS manages all Software Maintenance Agreements (SMA) by Econolite for our customers. Since we are the primary service and support provider, we prefer to manage any SMA directly with the end users, as opposed to having the customer ask Econolite for support.

As a full-line Econolite distributor, our technicians are fully trained and experienced in all Econolite products and software. We have local offices and can be on-site, if needed, within 24 hours of a reported issue. We can also reliably support customers with VPN remote access into any network, given proper permission and access by the customer or agency.

Upon renewal, your SMA will be updated with the new subscription.

Please review the Software Maintenance Agreement plan and let us know if you have any questions. Multiple years can be purchased at the listed pricing, protecting Huntsville from future price increases for the current system configuration. Up to 3 years can be purchased at one time. If the City adds additional intersection licenses, or additional modules are added to the system, pricing modifications will be issued to the current pricing schedule.

Thanks for the opportunity to allow us to serve you.

Regards,

Mark M. Zinn
ITS Applications Specialist

President of the City Council of
the City of Huntsville, Alabama
Date: 8/14/25

113 Industrial Park Drive • Cumming, Georgia 30040 • 770-205-9007 • Fax 770-205-9079
www.southernltg.com



Southern Lighting and Traffic Systems

Annual Software Maintenance Agreement

This agreement is for Centracs software maintenance to be provided by Southern Lighting and Traffic Systems (hereafter referred to as "SLTS") to Huntsville, AL, (hereafter referred to as "Agency") as follows:

PRODUCTS COVERED

This Agreement covers systems maintenance support of the base Centracs system software licensed to the City of Huntsville (hereafter referred to as "Agency") being supported by Huntsville, AL [250 Centracs Licenses, Advanced CCTV]. This Agreement does not cover third party commercial off the shelf (COTS) software (even if that software is required for correct system operation), system hardware, communications equipment, or field equipment and software unless that software falls under the base Centracs system software license Agreement.

PERIOD OF COVERAGE

This coverage is valid for one (1) year from the commencement date of this Agreement. This Agreement shall automatically renew at the end of each term for a successive one (1) year term unless either Party gives written notice of its intention not to renew sixty (60) days prior to the expiration of the current term.

COVERAGE

- Minimum of one annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Customer or Agency.
- Proactive System Health Monitoring. A third-party application is used to collect Centracs software log data that can be reviewed to identify anomalous system behavior.
- Standard Technical Support. Technical support of system software via telephone, email or remote access provided by the Customer or Agency.

TECHNICAL SUPPORT

Technical support and service from SLTS shall be coordinated through the Agency and SLTS shall be the first contact for all support calls. In the event SLTS is unable to provide the required technical assistance, SLTS will contact Econolite for additional support. Support from Econolite will be provided by remote access provided by Agency unless on-site support is requested by the Agency or SLTS deems necessary. In the event on-site support is provided, SLTS, at its option, may invoice for time, travel and lodging as identified in the provisions below.

TECHNICAL SUPPORT HOURS OF OPERATION

8:00am to 5:00pm (Atlantic Time) / Monday – Friday except for holidays recognized by SLTS. Support requests received outside normal hours of operation are generally responded to within twenty-four (24) hours.

TECHNICAL SUPPORT CONTACT INFORMATION

Local Account Manager or,
Phone: 770.205.9007
Online at www.southernltg.com/support

PROVISIONS

1. An invoice shall be submitted to Customer prior to the expiration of the current coverage. To be paid to SLTS according to standard Customer terms.

2. 2. Annual pricing is subject to change. SLTS will provide Customer with a quote indicating annual pricing, including any discount for Customer's prompt agreement to renew, prior to the end of the renewal term.

3. SLTS shall ensure the Agency maintains internet access, or VPN (Virtual Private Network) connection for remote access to the system by SLTS. SLTS will provide support services by means of remote access. Such means may include, without limitation, remote access to Agency computer(s), remote telephone consultations, and the provision of written documentation and other materials to Agency, by mail or electronic means. Response time for requests for remote support shall be kept under twenty-four (24) hours.

4. SLTS working with Agency acknowledges that it must grant access to SLTS in order for SLTS to install a third-party application to collect data that can be used by SLTS to monitor the performance of Centracs and related hardware components and to provide backup protection. SLTS shall install the application upon Agency's grant of access.

5. In the event SLTS deems Agency's hardware, operating system, or other third-party software insufficient for installation of an Upgrade Release, then the Agency shall be responsible for the cost and installation of any new hardware or software as may be required.

6. In the event SLTS identifies a fault or failure in software or hardware not covered under this Agreement, which affects the operation of the ATMS, then Customer working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said failures, SLTS shall ensure that the ATMS is restored and operational within five (5) working days.

7. In the event SLTS identifies a fault or failure in Centracs system software covered under this Agreement, which affects the operation of the ATMS, SLTS shall ensure that the system is restored and operational within five (5) working days. If the failure is due to third party hardware or software provided by SLTS, SLTS will ensure that the system is restored within five (5) days of the third party replacing or repairing the items which they supplied.

8. This Agreement may be voided at the option of SLTS if the Agency modifies any part of the ATMS Centracs system software where source code has been provided. SLTS will determine, at its discretion, if these modifications impede the ability to provide continued support and system upgrades.

9. A software upgrade may require hardware and third-party COTS software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the system. SLTS will provide details of minimum system requirements, and the system will be upgraded at Agency's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.

10. An upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, SLTS will provide Agency with release notes for the new product that describes new and modified functionality. It is not anticipated that any core functionality will be lost; however, support for obsolete field devices may not be included in future system upgrades.

11. There shall be no third-party applications loaded onto any server, workstation or laptop accessing or forming part of the ATMS which interfere with the operation or installation of the ATMS Centracs system software. In the event that a third-party software does affect the operation or installation of the ATMS Centracs system software, the Agency shall be required to uninstall the third-party software.

12. This Agreement specifically excludes damage to the ATMS caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, failure of electric power, environmental conditions, transportation, or operating with operating systems, media or other software programs or use with hardware not approved by SLTS.

13. SLTS is not responsible for obsolescence of the ATMS that may result from changes in Agency computer or informational needs requirements or from changes in Agency's operational hardware or software programs.

14. Econolite shall maintain all ownership rights in any enhanced Centracs software developed and provided by SLTS to Agency under this Agreement. Econolite shall license such enhanced Centracs software for use by Agency pursuant to the terms and conditions of the base Centracs system software licensed to Agency.

15. Econolite warrants the ATMS will perform as defined in the published product specification provided that: (a) the ATMS is used only with the hardware approved by SLTS and in accordance with SLTS's documentation and use instructions; (b) the hardware is in good operating condition at all times and is installed in a suitable operating environment and is regularly maintained in accordance with the user documentation provided by SLTS or the manufacturer; (c) any error or defect in the ATMS is not caused by Agency, its employees, agents, contractors, or any third party.

16. The third-party application(s) used to a secure offsite backups of the core Centracs database configuration and to collect data to monitor the performance of Centracs and related hardware components is provided "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE. SLTS'S MAXIMUM LIABILITY UNDER ANY LEGAL THEORY, INCLUDING BREACH OF WARRANTY, TORT, OR OTHERWISE, RELATED TO THE INSTALLATION AND USE OF THE THIRD-PARTY APPLICATION SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO SLTS UNDER THIS AGREEMENT.

17. Major system upgrades that include new features and functions also include new ATMS user manuals. New documentation is not generated for minor system upgrades to correct errors.

18. Any lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in the State of Georgia.

19. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Agency and SLTS.

20. No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Customer and SLTS. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

21. In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other costs reasonably incurred in such action or proceeding.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

23. In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.

24. Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

25. Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including but not limited to, natural or man-made disasters, strikes, government actions or regulations, failure of a third party to comply or conform or inability to obtain labor or materials through its regular sources, that party's time for performance shall be extended by the period of delay upon approval by Agency.
26. Any provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement shall survive the expiration, cancellation or early termination of this Agreement.

Southern Lighting and Traffic Systems

SLTS

PRICE: $27,355 / Year

*Price does not include sales tax

Signatures below indicate contractual Agreement with the terms and conditions herein.

Coverage Effective: September 1, 2025

City of Huntsville, AL:

Signature _____

Print Tommy Battle

Title Mayor

SOUTHERN LIGHTING AND TRAFFIC SYSTEMS:

Signature Jena Porter

Print Jena Porter

Title Operations Manager

113 Industrial Park Drive • Cumming, Georgia 30040 • 770-205-9007 • Fax 770-205-9079
www.southernltg.com

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-716

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Carol English.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: 37,000

Total Cost: 37000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: **N/A**

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5824

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Carol English.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: 37,000

Total Cost: 37000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: **N/A**

RESOLUTION NO. 25-__

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 Carol English, 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 Employment Agreement Between The City of Huntsville and Carol English" consisting of two (2) pages and one additional Exhibit A page with the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President or Pro Tem of the
City Council of the City of
Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	07/22/2025	*Today's Date*
Requestor's Name:	Natalie Pratt	*Your Name*
Requesting Department:	Landscape Management	*Division/Department*
Requesting GL Code:	1000-52-52900-501010-00000000	*Salary Account Number*
Individual/Employee Name:	Carol English	*Individual/Employee Name from Agreement*
Termination Effective Date:	n/a	*Effective Date of Termination/Retirement*
Previous Rate of Pay:	n/a	*Rate of Pay at Termination/Retirement*
Agreement Rate of Pay:	$ 26.25	*Rate of Pay in Agreement*
Agreement Effective Date:	08/15/2025	*Estimated Effective Date of Agreement*
Renewal/New Agreement:	Renewal	*Is this a renewal or new agreement?*

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

English shall serve as a special employee to Landscape Management/Green Team and shall provide professional services to develop and implement an educational curriculum for youth at the Hays Nature Preserve, Huntsville City Schools and Recreation Centers.

LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

n/a

TOTAL COST *(list the one-time and annual recurring cost of the agreement)*

- ONE-TIME: ANNUAL: $ 37,000.00 OTHER:
- IF MULTI-YEAR AGREEMENT - BEGIN DATE: END DATE or ongoing:

ADDITIONAL INFORMATION:

Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. ○ Yes ◉ No

Original Contract Date: Vendor Name:

Approved as to Form

Approval: _____ Date: _____

****PLEASE NOTE – Information contained on this document may be subject to change upon approval.**

SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND CAROL ENGLISH

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND CAROL ENGLISH

THIS AGREEMENT is made and entered into on the 14th day of August, 2025, by and between Carol English, an individual, ("English") 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. English shall be employed by the City of Huntsville as a Special Employee in the Landscape Management Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Director of Landscape Management. English's duties as a Special Employee shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay English at the rate of $26.25 per hour not to exceed twenty nine (29) hours per week, with the total sum not to exceed $37,000.00 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, English shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, English shall not receive any benefits available to any employee of the City. English shall have no authorization to incur any debt or obligation on behalf of the City.

3. During the term of this Agreement, the City shall provide mileage reimbursement to English for travel in her personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred. English shall be reimbursed only for mileage incurred in the performance of her duties and not for her commute to and from her workplace.

President or Pro Tem of the City Council of
the City of Huntsville, Alabama

Date: August 14, 2025

4. The term of this contract shall be for a period of one year commencing on August 15, 2025.

5. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

6. Except as specified herein, English shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. English acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. English agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Carol English

Carol English, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Attachment A

"SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CAROL ENGLISH"

English shall serve as a special employee to Landscape Management/Green Team and shall provide professional services at the Hays Nature Preserve, Huntsville City Schools and Recreation Centers. The scope of services to be performed by English include, but not limited to: Working with Green Team to develop and implement an educational curriculum for youth within the City of Huntsville, including, but not limited to: Play Days at Hays children's educational series, guided hikes, hands-on nature activities in the Nature Explore Classroom and Green Ambassador Program. English shall utilize her unique educational and professional background in performing the work of this agreement. In addition to designing and leading educational programs, English shall report data to the Director of Green Team and assist when needed with other educational events and special events conducted by Green Team.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-717

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Karen Monks.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: $37,700

Total Cost: $37,700

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: n/a

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5825

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Karen Monks.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: $37,700

Total Cost: $37,700

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: n/a

RESOLUTION NO. 25-____

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 Karen Monks, 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 Karen Monks" consisting of three (3) page with the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

_____
President or Pro Tem of the City Council Of the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

_____
Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	07/22/2025	*Today's Date*
Requestor's Name:	Natalie Pratt	*Your Name*
Requesting Department:	Landscape Management	*Division/Department*
Requesting GL Code:	1000-52-52900-501010-00000000	*Salary Account Number*
Individual/Employee Name:	Karen Monks	*Individual/Employee Name from Agreement*
Termination Effective Date:	n/a	*Effective Date of Termination/Retirement*
Previous Rate of Pay:	n/a	*Rate of Pay at Termination/Retirement*
Agreement Rate of Pay:	$ 25.00	*Rate of Pay in Agreement*
Agreement Effective Date:	08/15/2025	*Estimated Effective Date of Agreement*
Renewal/New Agreement:	Renewal	*Is this a renewal or new agreement?*

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

Karen Monks shall serve as a Special Employee to Landscape Management/Green Team and shall provide professional services in the position of Digital Media Specialist.

LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

n/a

TOTAL COST *(list the one-time and annual recurring cost of the agreement)*

- ONE-TIME: ANNUAL: $ 37,700.00 OTHER:
- IF MULTI-YEAR AGREEMENT - BEGIN DATE: END DATE or ongoing:

ADDITIONAL INFORMATION:

Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. ○ Yes ◉ No

Original Contract Date: Vendor Name:

Approved as to Form

Approval: _____ Date: _____

****PLEASE NOTE – Information contained on this document may be subject to change upon approval.**

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KAREN MONKS

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KAREN MONKS

THIS AGREEMENT is made and entered into on the 14th day of August, 2025, by and between Karen Monks, an individual, ("Monks") 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. Karen Monks shall serve as a Special Employee to Landscape Management and shall provide professional services in the position of Digital Media Specialist. The scope of services to be performed by Monks include assisting Brian Walker, Director of Landscape Management. Monks' duties as Digital Media Specialist shall further include the following: Work involves fulfilling all grant writing requirements, supporting the Operation Green Team's messaging, branding and strategic initiatives across digital platforms, including but not limited to website content, electronic newsletters, social media, vlogs, blogs, photography, e-invitations, online town forums, mobile applications, digital presentations and Huntsville TV. Work involves serving as an Operation Green Team advisor to City departments in effectively utilizing digital media communications. Monitors the Operation Green Team's primary social media pages, including but not limited to Facebook, Twitter, Instagram, Imagine Huntsville, and etc.; updates the Operation Green Team's social media accounts with relevant articles, photographs, videos and blogs; maintains a consistent and professional message throughout all communications and responds appropriately to inquires or complaints that arise from social media correspondences. Creates and monitors social media pages assigned to the Operation Green Team and Landscape Management departments; assists departments with editorial content; attends quarterly training updates with Move Digital. Reporting required data to Operation Green Team regarding educational activities, assisting when needed with special events conducted by Operation Green Team.

President or Pro Tem of the City Council
of the City of Huntsville, Alabama

Date: August 14, 2025

2. Monks is hereby employed as a special employee and shall have no authorization to incur any debt or obligation on behalf of the City. During the term of this agreement, Monks shall report to Brian Walker. In consideration of the services rendered hereunder, the City shall pay the rate of Twenty five dollars ($25.00) per hour, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. In addition, the City will also reimburse Monks Twenty five dollars ($25.00) per pay period for phone/internet usage. During the term of this Agreement, Karen Monks shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. Monks will be enrolled in the Retirement Systems of Alabama but shall not receive any other benefits available to any employee of the City (including but not limited to sick leave and participation in the City's employee health plan). Monks' work hours shall not exceed twenty-nine (29) hours per week.

3. The term of this contract shall be for a period of one (1) year commencing on August 14, 2025.

4. This contract may be terminated by either party upon fourteen (14) days written notice being provided to the other party.

5. During the term of this contract, Monks shall establish office hours at 3242 Leeman Ferry Rd. (Administration building) to be approved by Brian Walker.

6. During the term of this Agreement, the City shall provide mileage reimbursement to Monks for travel in her personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred.

7. Monks shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence. The said insurance shall be written so as to cover Monks when she is performing the services set forth in this agreement.

8. Monks acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Monks 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.

9. 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.

K Monks

Karen Monks, an Individual

CITY OF HUNTSVILLE, ALABAMA

a municipal corporation

BY: _____

Tommy Battle

ITS: Mayor

ATTEST:

BY: _____

Shaundrika Edwards

ITS: City Clerk

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-718

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dr. Lawana Adcock-Downey.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: $37000

Total Cost: $37000

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: n/a

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5826

Department: Landscape Management

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dr. Lawana Adcock-Downey.

Resolution No.

Finance Information:

Account Number: 1000-52-52900-501010-00000000

City Cost Amount: $37000

Total Cost: $37000

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: n/a

RESOLUTION NO. 25-__

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 Dr. Lawana Adcock- Downey, 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 Employment Agreement Between The City of Huntsville and Dr. Lawana Adcock-Downey" consisting of two (2) pages and one additional Exhibit A page with the date of August 14, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of August, 2025.

President or Pro Tem of the City Council of the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	07/22/2025	*Today's Date*
Requestor's Name:	Natalie Pratt	*Your Name*
Requesting Department:	Landscape Management	*Division/Department*
Requesting GL Code:	1000-52-52900-501010-00000000	*Salary Account Number*
Individual/Employee Name:	Dr. Lawana Adcock-Downey	*Individual/Employee Name from Agreement*
Termination Effective Date:	n/a	*Effective Date of Termination/Retirement*
Previous Rate of Pay:	n/a	*Rate of Pay at Termination/Retirement*
Agreement Rate of Pay:	$ 26.25	*Rate of Pay in Agreement*
Agreement Effective Date:	08/15/2025	*Estimated Effective Date of Agreement*
Renewal/New Agreement:	New Agreement	*Is this a renewal or new agreement?*

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

Dr. Lawana Adcock-Downey shall serve as a special employee to Landscape Management/Green Team and shall provide professional services to develop and implement an educational curriculum for youth at the Hays Nature Preserve, Huntsville City Schools and Recreation Centers.

LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

n/a

TOTAL COST *(list the one-time and annual recurring cost of the agreement)*

- ONE-TIME: ANNUAL: $ 37,000.00 OTHER:
- IF MULTI-YEAR AGREEMENT - BEGIN DATE: END DATE or ongoing:

ADDITIONAL INFORMATION:

Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. ○ Yes ◉ No

Original Contract Date: Vendor Name:

Approved as to Form

Approval: _____ Date: _____

****PLEASE NOTE – Information contained on this document may be subject to change upon approval.**

SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND DR. LAWANA ADCOCK-DOWNEY

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND DR. LAWANA ADCOCK-DOWNEY

THIS AGREEMENT is made and entered into on the 14th day of August, 2025, by and between Dr. Lawana Adcock-Downey, an individual, ("Adcock-Downey") 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. Adcock-Downey shall be employed by the City of Huntsville as a Special Employee in the Landscape Management Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Director of Landscape Management. Adcock-Downey's duties as a Special Employee shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Adcock-Downey at the rate of $26.25 per hour not to exceed twenty nine (29) hours per week, with the total sum not to exceed $37,000.00 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Adcock-Downey shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Adcock-Downey shall not receive any benefits available to any employee of the City. Adcock-Downey shall have no authorization to incur any debt or obligation on behalf of the City.

3. During the term of this Agreement, the City shall provide mileage reimbursement to Adcock-Downey for travel in her personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred. Adcock-Downey shall be reimbursed only for mileage incurred in the performance of her duties and not for her commute to and from her workplace.

President or Pro Tem of the City Council of
the City of Huntsville, Alabama

Date: August 14, 2025

4. The term of this contract shall be for a period of one year commencing on August 15, 2025.

5. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

6. Except as specified herein, Adcock-Downey shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Adcock-Downey acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Adcock-Downey agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Lawana Adcock-Downey

Dr. Lawana Adcock-Downey, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Attachment A

"SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND DR. LAWANA ADCOCK-DOWNEY"

Adcock-Downey shall serve as a special employee to Landscape Management/Green Team and shall provide professional services at the Hays Nature Preserve, Huntsville City Schools and Recreation Centers. The scope of services to be performed by Adcock-Downey include, but not limited to: Working with Green Team to develop and implement an educational curriculum for youth within the City of Huntsville, including, but not limited to: Play Days at Hays children's educational series, guided hikes, hands-on nature activities in the Nature Explore Classroom and Green Ambassador Program. Adcock-Downey shall utilize her unique educational and professional background in performing the work of this agreement. In addition to designing and leading educational programs, Adcock-Downey shall report data to the Director of Green Team and assist when needed with other educational events and special events conducted by Green Team.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-719

Department: Animal Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to amend Chapter 5, Division II of Article II of the Code of Ordinances of the City of Huntsville.

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

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5763

Department: Animal Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to amend Chapter 5, Division II of Article II of the Code of Ordinances of the City of Huntsville.

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. 25- ____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, Division II, Impoundment, of Article II, Dogs and Cats, of Chapter 5, Animals, of the Code of Ordinances, City of Huntsville, Alabama, and Ordinance No. 18-952A, as adopted and approved on November 1, 2018, are hereby amended to read as follows:

Section 1. Sec. 5-74 Charges for confinement and caring shall be amended to read as follows:

(a) The city shall charge and collect fees from owners who redeem their animals or persons seeking to adopt abandoned animals as set forth below.

(b) The fee schedule will not include applicable charges for any license or rabies vaccination that is required by this article or other applicable law.

(c) Animals may not be adopted by original owners or their immediate family members so as to avoid paying a violation fine or redemption fee.

(d) At the discretion of the director, fees may be waived or reduced.

(e) All intergovernmental agreements must align with the City of Huntsville's established fee schedule, with the partnering entity solely responsible for collecting any costs from its residents or service users, as the City will directly invoice the partnering organization for all services rendered.

Fee Schedule for Huntsville Animal Control	
Impoundment	**$50.00—First offense per animal**
	$75.00—Second offense per animal
	$100.00—Third or subsequent offense per animal
Boarding	**$10.00 per day per animal**
Sterilization	
Dog	**$60.00 per animal**
Cat	**$50.00 per animal**
Adoption Fees*	
Dogs and Cats**	**$0.00—$250.00 per animal**
All other shelter animals, livestock, pocket pets, birds, exotic animals**	**$0.00—$1,000.00 per animal**
Microchip placement and registration	**$20.00 per animal**
Euthanasia	**$35.00 per animal**
Heartworm checks	**$10.00 per animal**

Feline Leukemia Virus (FeLV)/Feline Immunodeficiency Virus (FIV) test	**$35.00 per animal**
Owner surrender fee	**$35.00 per animal**
Investigative Holds fees	
Impound/Initial Holding Fee	**$100.00 per animal**
Daily Holding/Boarding Fee	**$45.00 per day per animal**
HAS classes	
Dangerous dog class	**$35.00 per class**
PAWS class	**$35.00 per class**

****Animal types, and/or specific fees shall be determined by the director.**

Section 2. With the exception of amendments made herein, all other portions of Chapter 5 of the Code of Ordinances, City of Huntsville, Alabama shall remain in full force and effect.

Section 3. This ordinance shall become effective upon its adoption, approval and publication.

ADOPTED on this the _____ day of August, 2025

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED on this the _____ day of August, 2025

_____
Mayor of the City of Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** 2025-720

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

305 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/14/2025 **File ID:** TMP-5777

Department: ITS

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

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:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Ordinance declaring certain property surplus and to be disposed of per Agreement with Managed Asset Recycling Solutions, LLC.

ORDINANCE NO. 25-____

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by ITS as surplus to the needs of the City of Huntsville and is no longer needed for a public or municipal purpose by the City of Huntsville.

THEREFORE, BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama, that the personal property described below is surplus to the needs of the City of Huntsville and no longer needed for a public or municipal purpose by the City of Huntsville.

Company Asset ID	Track-It! Asset Type	Serial Number
03308	Access Point	CAM02082719
03310	Access Point	CAM02082720
04264	VoIP Phone	INM09061DLW
04278	VoIP Phone	INM090517QU
04282	VoIP Phone	INM09051MGR
04288	VoIP Phone	INM09051LZB
04302	Router	FTX0914Y0QS
04334	VoIP Phone	INM09121S6G
04345	VoIP Phone	INM091222E1
04346	VoIP Phone	INM09122AFD
04353	VoIP Phone	INM09111WXU
04415	Printer	MY53M5P3JG
04460	VoIP Phone	INM09232CZT
04461	VoIP Phone	INM09232D4R
04485	VoIP Phone	INM09231ZCC
04516	VoIP Phone	INM09232CY7
04520	VoIP Phone	INM09231YOR
04544	VoIP Phone	INM09222H35
04588	VoIP Phone	INM092310JH
04613	VoIP Phone	INM09221W2O
04698	Network Devices	SAD0923078W
04699	Router	FTX0927W29X
04747	VoIP Phone	INM09221WZ9
04800	VoIP Phone	INM092611MB
04839	VoIP Phone	INM09251K1L
04843	VoIP Phone	INM09261102
04850	VoIP Phone	1NM092611JF
04861	VoIP Phone	INM09251EBC
04864	VoIP Phone	INM092612A9
04874	VoIP Phone	INM09251T82
04880	VoIP Phone	INM092521CZ

04900	VoIP Phone	INM092612PB
05004	Printer	MY5635P1JJ
05025	VoIP Phone	INM06480FQQ
05412	VoIP Phone	FCH10098L6Z
05447	VoIP Phone	FCH10098KJA
05529	VoIP Phone	FCH10098LG3
05602	Printer	MY5BE5P13Z
05868	VoIP Phone	FCH11098T67
05883	VoIP Phone	FCH11098TA9
05902	VoIP Phone	FCH11099DCN
05923	VoIP Phone	FCH11099EXH
05929	VoIP Phone	FCH11099FP4
05958	Switch	CAT1115ZL0L
05968	Switch	0321006164
06023	Printer	MY71R140H8
06082	Monitor	CNK7350GX0
06214	Switch	FDO1146Y1S2
06288	VoIP Phone	FCH1147AMWN
06302	VoIP Phone	FCH11488B37
06312	VoIP Phone	FCH1147AML0
06318	VoIP Phone	FCH1147AMMC
06371	VoIP Phone	FCH11479KRU
06677	VoIP Phone	FCH12109HR8
06789	Monitor	CNC815QHJQ
06875	Monitor	CNK82815CD
07091	VoIP Phone	FCH1227AZTX
07096	Switch	FOC1239V1DC
07127	VoIP Phone	FCH123794LO
07218	Monitor	CNK9130PV0
07312	Switch	FDO1324X0AR
07316	Switch	FDO1324X0AV
07351	Switch	FTX134290P6
07430	Monitor	CNK9490VWN
07517	Printer	VNB3415748
07615	Router	FTX1512AM1X
07616	Printer	VNB3D02740
07638	Monitor	3CQ113BJXT
07679	Scanner	006857
07757	Scanner	362754
07835	VoIP Phone	FCH1602AQVV
07838	VoIP Phone	FCH1602B62S

07839	VoIP Phone	FCH1602AR43
07865	Monitor	202NDVW5F743
07876	Printer	CN22D2N48T
07887	Printer	CN22D2N498
08518	Printer	VNB6P85998
08535	Monitor	PLL25CAY00860
08558	VoIP Phone	FCH163085GJ
08608	Printer	CN23DBR06D
08614	Printer	CN2BA29H69
08640	Printer	CN3AA19PN0
08647	Printer	CN419BK0G1
08660	Printer	CN51RE31GQ
08721	Switch	FOC1704Y5EU
08729	VoIP Phone	FCH16528K1H
08752	Monitor	2127V859
08783	Scanner	667886
08846	Printer	CN38TTBVGVN
08856	Scanner	519858
08911	Monitor	PL350L1400878
08912	Monitor	PL350L1400901
08913	Monitor	PL350L1400896
08920	Monitor	PL403LT501547
08930	Monitor	LT501328
08969	VoIP Phone	FCH1808868V
08972	Printer	CN41OFV11H
09010	Printer	CN44E181TT
09043	Monitor	MMLY7AA0044100506D8510
09053	Monitor	PL420LT502526
09139	Monitor	PL428LT501089
09147	Printer	VND3W29225
09173	Laptop	5CG4432N33
09202	Printer	CN4BOEX0XF
09235	Printer	VND3V30445
09243	Printer	VND3V30053
09266	VoIP Phone	FCH1431APQL
09283	Printer	CN4CDE304P
09298	Printer	CNDG158921
09313	Monitor	MMLXMAA001506080154218
09374	Laptop	CND5125VN4
09486	VoIP Phone	FCH1504GSNW
09497	VoIP Phone	FCH15239Z4C

09515	VoIP Phone	FCH16058X3X
09522	VoIP Phone	FCH1611BAVB
09544	Monitor	503NDRFH5830
09578	Workstation	2UA52321SR
09629	Monitor	508NTLEFS080
09670	Server	FCH1946V2SC
09671	Server	FCH1950V11N
09672	Server	FCH1950V113
09673	Server	FCH1946V2YM
09685	Printer	CN59BFW0W2
09723	Printer	VND3245301
09742	Monitor	511NTSU4L742
09760	VoIP Phone	FCH15029C4T
09767	VoIP Phone	FCH14239MA6
09779	Printer	CN59OFW0JM
09814	Printer	VND3P41202
09815	Printer	VND3P41203
09816	Printer	VND3P41205
09817	Printer	VND3P41200
09818	Printer	VND3P41201
09819	Printer	VND3P41206
09820	Printer	VND3P41210
09821	Printer	VND3P41204
09824	Printer	VND3P41196
09825	Printer	VND3P41194
09923	Monitor	602NTMMCD473
09943	Printer	PHBHD25093
10011	VoIP Phone	INM09312CWT
10048	Printer	VND3N62135
10049	Printer	VND3N62112
10050	Printer	VND3N62138
10095	Monitor	PL611LT500466
10103	Monitor	PL611LT500434
10109	Monitor	PL615LT500490
10123	Monitor	PL611LT500462
10128	Monitor	PL611LT500458
10129	Monitor	PL611LT500414
10138	Monitor	PL611LT500451
10147	Monitor	606MXVW1039
10148	Monitor	606MXPHN1040
10163	Monitor	607MXNUMQ807

10217	Laptop	FXSZSC2
10240	Workstation	13J9JG2
10250	VoIP Phone	INM09232E2Z
10325	Tablet	RGC39F1866
10373	Workstation	DKQGCH2
10378	Printer	TH671512F8
10468	Printer	CN64J2809D
10469	Printer	CN64J280B1
10652	Printer	CN6BNHWQ4Q
10702	Scanner	A360J46025
10726	Workstation	4TYVDH2
10738	Workstation	4V13HH2
10743	Workstation	4V1VDH2
10744	Workstation	4V0XDH2
10747	Workstation	4TY2HH2
10752	Workstation	4TZSDH2
10761	Workstation	4TZ1HH2
10765	Workstation	4TX3HH2
10766	Workstation	4V0VDH2
10768	Workstation	4TX2HH2
10780	Workstation	4TYWDH2
10782	Workstation	4V0YDH2
10785	Workstation	4V04HH2
10800	Laptop	PF0QXZ0K
10819	Monitor	702NTYTCK090
10820	Monitor	702NTPCCK064
10853	Printer	TH71U6427P
10890	Tablet	RH503F0510
10959	Workstation	9H81KH2
10971	Switch	FCW2124B4QJ
10993	Workstation	3XDKGK2
10994	Workstation	3XDLGK2
11041	Switch	CAT0820Z07W
11043	Workstation	H18DHK2
11045	Workstation	H197HK2
11050	Workstation	H1B4HK2
11057	Workstation	H19KHK2
11060	Workstation	H19LHK2
11064	Workstation	H1B6HK2
11072	Workstation	H18BHK2
11073	Workstation	H1C4HK2

11077	Workstation	H199HK2
11083	Workstation	H1C6HK2
11115	Monitor	705NTRLAR894
11118	Monitor	705NTNHAR887
11153	Laptop	R90NSWFM
11224	Workstation	555D0M2
11233	Monitor	MMT1XAA001632046E92431
11236	VoIP Phone	FCH14468WQ0
11238	Switch	FOC1432Y2AH
11274	VoIP Phone	FCH10158FSX
11282	VoIP Phone	FCH10338B86
11289	Laptop	GH3X5M2
11314	Laptop	42FYHM2
11326	Laptop	B1FYHM2
11328	Laptop	7TLYHM2
11384	Workstation	JYZV0M2
11402	Router	2926120
11405	Router	2926144
11410	Laptop	2X6BRN2
11429	Workstation	BWVYQP2
11430	Workstation	BWP0RP2
11431	Workstation	BWPXQP2
11434	Workstation	BWQXQP2
11437	Workstation	BWR1RP2
11440	Workstation	BWRYQP2
11445	Workstation	BWSXQP2
11446	Workstation	BWSYQP2
11448	Workstation	BWTYQP2
11451	Workstation	BWMYQP2
11452	Workstation	BWN0RP2
11453	Workstation	BWYXQP2
11455	Workstation	BWNYQP2
11457	Workstation	BWP1RP2
11458	Workstation	BWP2RP2
11459	Workstation	BWQ0RP2
11460	Workstation	BWQ1RP2
11462	Workstation	BWQZQP2
11463	Workstation	BWSZQP2
11467	Monitor	804NTVS1T511
11481	Tablet	RHB03F2373
11485	Laptop	RI103F1915

11498	Tablet	RI103F1902
11499	Tablet	RI103F1901
11504	Laptop	RI103F1895
11511	Laptop	RI103F1887
11512	Tablet	RI103F1886
11519	Tablet	RI103F1878
11521	Tablet	RI103F1876
11522	Tablet	RI103F1875
11542	Printer	CN7C6BW120
11565	Scanner	C10A006923
11632	Monitor	901NTAB2W272
11646	Laptop	8Q0Q7Y2
11672	Laptop	DTXQ2Z2
11819	Tablet	1JTTC97563
11991	Docking Station	GZHNCQ3
12008	Printer	3VT13830
12010	Workstation	BWT0RP2
12011	Workstation	BWT1RP2
12013	Workstation	BWTZQP2
12014	Workstation	BWV0RP2
12019	Workstation	BWW1RP2
12020	Workstation	BWYYQP2
12080	Switch	FOC1629X46D
12083	Switch	FOC1614X08P
12321	VoIP Phone	FCH11419RCN
12347	Workstation	6CBD9T2
12477	Workstation	9RZ1DV2
12493	Workstation	9RJ5DV2
12494	Workstation	9RK2DV2
12501	Workstation	9RP4DV2
12512	Workstation	9RN1DV2
12534	Workstation	9RL3DV2
12538	Workstation	9RQ3DV2
12545	Workstation	9RY4DV2
12582	Workstation	9722DV2
12586	Workstation	9725DV2
12601	Laptop	4GT2XT2
12603	Printer	VNBNM2W7D3
12607	Printer	VND3B77141
12670	VoIP Phone	FCH12458VRF
12672	VoIP Phone	FCH1222807J

12681	Laptop	9ETTC35855
12710	Laptop	2T50JR2
12746	Monitor	901MXPHPB472
12847	Monitor	8W9CRX2
12923	Printer	PHBB327454
12934	Printer	VNB3N44016
12935	Printer	VNB3N44003
12978	Laptop	DLJHJX2
13010	VoIP Phone	FCH15089EDG
13011	VoIP Phone	FCH1504A25C
13012	VoIP Phone	FCH131996FA
13047	Tablet	8ITTA44782
13052	Tablet	8ITTA44790
13054	Tablet	8ITTA44805
13095	Tablet	8KTTC54985
13106	Tablet	8KTTC54905
13120	Tablet	8KTTC55145
13124	Tablet	8KTTC55163
13135	Tablet	8KTTC55161
13144	Tablet	8KTTC55149
13158	Tablet	8KTTC55162
13181	Tablet	8KTTC54858
13184	Tablet	8KTTC55012
13187	Tablet	8KTTC54983
13190	Tablet	8KTTC55015
13198	Tablet	8KTTC54851
13201	Tablet	8KTTC55018
13211	Tablet	8KTTC54855
13224	Tablet	8KTTC54849
13233	Tablet	8KTTC55013
13244	Tablet	8KTTC54990
13305	Workstation	5L47B03
13369	Tablet	9LTTC19977
13420	Tablet	9LTTC20111
13449	Tablet	9LTTC19975
13515	Tablet	9LTTC19996
13517	Tablet	9LTTC20106
13646	Monitor	8SRHRX2
13647	Monitor	8TRHRX2
13650	Monitor	95SHRX2
13736	Monitor	GRRHRX2

13790	Access Point	2.21903E+11
13847	Laptop	7J5KJX2
13848	Laptop	JG5KJX2
13849	Laptop	9H5KJX2
13882	Laptop	DCT0NW2
13897	Laptop	DR0N633
13902	Laptop	5S8M633
13905	Laptop	1ZQL633
13975	Monitor	B2JSW23
14062	Laptop	BKT0NW2
14099	Laptop	212LWZ2
14118	VoIP Phone	FCH15238NKZ
14196	Laptop	7PD4103
14358	Printer	VNBKN79168
14367	Laptop	920S473
14400	Tablet	GG7DK0L8Q19C
14405	Printer	VNBRN8N2VM
15010	Laptop	6FXK793
15026	VoIP Phone	FCH1546BEM9
15171	Laptop	69XKCB3
15186	Laptop	DW1LCB3
15192	Laptop	G8MKCB3
15197	VoIP Phone	FCH14278WJX
15246	Printer	VNBRP1Q0RN
15375	Printer	VNB3G62301
15477	Laptop	HR8LW93
15511	Copier	A2X1011005822
15575	VoIP Phone	FCH17499G44
15587	VoIP Phone	FCH184191L6
15643	Workstation	9RM2DV2
15698	VoIP Phone	FCH10328NL8
15731	Printer	VNBRPBH6C5
15794	VoIP Phone	FCH1442936D
15858	Docking Station	9KV7JN3
16239	VoIP Phone	FCH17179RFB
16610	Printer	VNH3G89706
16802	VoIP Phone	FCH182099GZ
16830	Docking Station	9RRNVS3
16964	VoIP Phone	FCH1434921W
17108	VoIP Phone	FCH14538ZTM
17266	Laptop	37735Y2

17273	Workstation	SS2307240325
17493	Monitor	FYCJ2Y3
18438	Monitor	J48V2Y3
19030	Monitor	097NHNAX500314
343305	Switch	244704580
343306	Switch	22354792
343307	Switch	22354929
343926	Workstation	6X31KN8ZF1NJ
344340	VoIP Phone	SAD090600G5
344787	Server	USM71802Z1
344810	Workstation	2UA7240DLC
344883	Workstation	MXM72305KD
344894	Workstation	MXM72505XF
344941	Workstation	MXM7210524
345007	Workstation	MXM74106YS
345216	Server	MXQ807A05G
345264	Workstation	MXM80908LC
345278	Workstation	MXM80908M1
345313	Workstation	MXM80908Q3
345334	Server	MXQ811A0V4
346136	Laptop	R9BDHT2
346259	Tablet	DLXGJ0H1DJHH
346261	Server	2M211605P5
346262	Server	2M211605P6
347031	Tablet	DMQJ5LQHDJ8T
347189	Switch	FCZ1424700H
347261	Server	720YHX1
347311	Server	8S4LBY1
347313	Server	H12PBY1
347318	Storage Appliance	SGA02802W9
347326	Storage Appliance	SGA815003F
347329	Tablet	DMPLLT79F4YF
347533	Server	1VDXX12
347534	Server	1VDYX12
347537	Server	FXZVX12
347619	Storage Appliance	JACNM200900100
350130	Copier	A61D011000936
347970	Server	2M2025019R
346018	Server	MXQ04601J2
345333	Server	
344589	Server	MX20624007

BE IT FURTHER ORDAINED that the Mayor, 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 a miscellaneous account assigned by the Finance Department and are to be utilized for the purchase of new equipment.

ADOPTED this the 14th day of August, 2025.

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President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of August, 2025.

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Mayor of the City of Huntsville,
Alabama