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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, April 28, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Reverend Bob Serio, with The Episcopal Church of the Nativity

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Jennie Robinson

3. APPROVAL OF THE AGENDA

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

a. 2022-0322 Minutes of Regular Meeting of the City Council held April 14, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

5. MAYOR: SPECIAL RECOGNITIONS

a. 2022-0323 Recognition of Public Transit Employees Alvin Franklin, Reychal Lewis and Joe Miller on finishing 1st, 2nd and 3rd in the state rodeo for buses.

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

a. 2022-0324 Presentations to the Council on International Educational Exchange (CIEE) High School students; sponsored by the United States Department of State, Mr. Jim Powers, Local Coordinator Team Leader.

Sponsors: Akridge

Resolutions for Approval and Presentation

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. 2022-0325 Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost for the cleanup and removal of a junk public nuisance located at 2111 Hill St, NW Huntsville, AL.
Resolution No. 22-272

Sponsors: Community Development

Attachments: 2111 Hill Street Cover Memo.pdf
2111 HIll St Junk PN lien assess Res. 04282022.pdf

10. PUBLIC HEARINGS TO BE SET

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember Jennie Robinson

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. 2022-0326 Resolution authorizing expenditures for payment.
Resolution No. 22-273

Sponsors: Finance

Attachments: Expenditures - Complete

b. 2022-0327 Resolution authorizing travel for Councilmember John Meredith May 11 - 14, 2022 for the Alabama League of Municipalities 2022 Convention in Tuscaloosa, AL.
Resolution No. 22-274

Sponsors: City Council

Attachments: Meredith-ALM Convention 2022.Res.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. 2022-0292 Resolution appointing Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1, to fill a vacancy due to the resignation of Bhavani Kakani for the remainder of a vacant six (6) year term to expire April 15, 2023. (Nominated April 14, 2022, Regular Council Meeting)
Resolution No. 22-275

Sponsors: Kling and Akridge

Attachments: Janice Johnson Board Appointment.pdf

16. BOARD APPOINTMENT NOMINATIONS

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

a. 2022-0328 Ordinance authorizing the vacation of a Utility and Drainage Easement, Grande Highland Estates 4th Addition, Muir Wood Road. (Phillips)
Ordinance No. 22-276

Sponsors: Legal and Engineering

Attachments: Phillips eas ord complete.pdf

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. 2022-0319 Ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the Code of Ordinances of the City of Huntsville, to modify the MidCity Arts and Entertainment District. (Introduced April 14, 2022, Regular Council Meeting)
Ordinance No. 22-270

Sponsors: Planning

Attachments: MidCity A & E District Addition
MidCity A & E District Addition Map

b. 2022-0320 Ordinance declaring certain equipment surplus and to be donated to Huntsville Crime Stoppers. (Introduced April 14, 2022, Regular Council Meeting)
Ordinance No. 22-271

Sponsors: Fleet Department

Attachments: Ordinance for donation 011836.pdf

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

a. 2022-0329 Resolution authorizing travel expenses.
Resolution No. 22-277

Sponsors: Finance

Attachments: Travel Resolution CS
Travel Resolution

b. 2022-0330 Resolution authorizing the acceptance of donations.
Resolution No. 22-278

Sponsors: Finance

Attachments: Donations CS
Donations

c. 2022-0331 Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-279

Sponsors: Finance

Attachments: Resolution Procurement CS
Resolution Procurement
Resolution Procurement Complete (a)

d. 2022-0332 Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., for Big Cove Basin Sewer Extension, Project No. 71-22-SS02.
Resolution No. 22-280

Sponsors: Water Pollution

Attachments: Big Cove Basin Sewer Extension
Big Cove Basin Sewer Extension complete

e. **2022-0333** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Matheny Goldmon Architecture + Interiors, L.L.C., for Engineering Design Services for the Rocket Development Project Site, Project No. 71-22-SP27.
Resolution No. 22-281

Sponsors: Urban Development

Attachments: Matheny Goldmon Rocket Development Project Site Complete.PD

f. **2022-0334** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., for Constellation Phase I, ROW Improvements, Project No. 71-22-SP26.
Resolution No. 22-282

Sponsors: Engineering

Attachments: SJ&L Constellations Phase I, ROW Improvements complete

g. **2022-0335** Resolution authorizing an agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Iceplex Parking Lot.
Resolution No. 22-283

Sponsors: General Services

Attachments: COMPLETE-GTEC-IceComplexPLOT

h. **2022-0336** Resolution authorizing the Mayor to execute Modification No. 3 between the City of Huntsville and Chapman Sisson Architects for the Joe Davis Stadium Renovation.
Resolution No. 22-284

Sponsors: General Services

Attachments: COMPLETE Mod3 CS-Joe Davis

i. **2022-0337** Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Susan H. Faulkner, Jenny Ross Horton, Anna Blythe Weaver, and Gregg P. Blythe, for the purchase of approximately 23.898 acres of real property in Limestone County.
Resolution No. 22-285

Sponsors: Urban Development

Attachments: Faulkner RE Purch Agreement Complete.pdf

j. **2022-0338** Resolution authorizing the conveyance of two transmission line easements to the Tennessee Valley Authority (TVA) for the North Huntsville Industrial Park.
Resolution No. 22-286

Sponsors: Urban Development

Attachments: TVA Transmission Line Easements Complete.pdf

k. **2022-0339** Resolution authorizing the Mayor to enter into a Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC, for purchase of 2.01 acres located in North Huntsville Industrial Park.
Resolution No. 22-287

Sponsors: Urban Development

Attachments: Skinner Properties RE Sales Agreement Complete.pdf

l. **2022-0340** Resolution authorizing the Clerk-Treasurer to invoke Cadence Bank Letter of Credit No. 4647079 for Grande Highlands Estates.
Resolution No. 22-288

Sponsors: Legal

Attachments: Grande Highlands LOC res Complete.pdf

m. **2022-0341** Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 510001241 for Sanders Hill Phase at McMullen Cove Subdivision.
Resolution No. 22-289

Sponsors: Legal

Attachments: Sanders Hill LOC res Complete.pdf

n. **2022-0342** Resolution authorizing the Clerk-Treasurer to invoke BancorpSouth Bank Letter of Credit No. 362000993772 for LyLa's Gate Phase 1 at McMullen Cove Subdivision.
Resolution No. 22-290

Sponsors: Legal

Attachments: LyLas Gate LOC res Complete.pdf

o. **2022-0343** Resolution authorizing the Clerk-Treasurer to invoke Trustmark National Bank Letter of Credit No. 21-0350SP for Eagle Trace Phase 1 Subdivision.
Resolution No. 22-291

Sponsors: Legal

Attachments: Eagle Trace LOC res Complete.pdf

p. **2022-0344** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Smithsonian Institute Traveling Exhibition Service (SITES).
Resolution No. 22-292

Sponsors: Administration

Attachments: 2022-04-28 Smithsonian Complete Agreement

q. **2022-0345** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Kanary's for a Diversity Equity and Inclusion assessment.
Resolution No. 22-293

Sponsors: Administration

Attachments: 2022-04-28 Kanary's Complete Agreement
2022-04-28 Kanary's Resolution

r. **2022-0346** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and The Arts Council, Inc., dba Arts Huntsville.
Resolution No. 22-294

Sponsors: Parks & Recreation

Attachments: Presentation - Arts Huntsville

s. **2022-0347** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Assistance Program, Inc., as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.
Resolution No. 22-295

Sponsors: Community Development

Attachments: ERAP2 HAP.CoverMemo.pdf
ERAP2 HAP.pdf

t. **2022-0348** Resolution authorizing the Mayor to sign plat entitled: MidCity Subdivision Phase 14; A Resubdivision of Unit "2" of RP Condominium Plat.
Resolution No. 22-296

Sponsors: Planning

Attachments: Plat
MidCity Phase 14 RS

u. **2022-0349** Resolution authorizing the Mayor enter into an agreement between the City of Huntsville and Nova Bus (US) Inc., for the purchase of public transit buses.
Resolution No. 22-297

Sponsors: Parking/Public Transit

Attachments: Nova Bus, Inc. Complete.pdf

v. **2022-0350** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Lonnie Jones.
Resolution No. 22-298

Sponsors: Police

Attachments: Complete File- 2022 (2)

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. **2022-0351** Introduction of an ordinance annexing 16.99 acres of land lying on the north side of Hwy 72 East and west of Jordan Road.
Ordinance No. 22-299

Sponsors: Planning

Attachments: Martinson Ranch Annexation

b. **2022-0352** Introduction of an ordinance amending Chapter 3, Article II of the Code of Ordinances of the City of Huntsville, to add Section 3-31, Bridge Street Arts & Entertainment District.
Ordinance No. 22-300

Sponsors: Planning

Attachments: Bridge Street Arts & Ent District

c. **2022-0353** Introduction of an Ordinance to amend Section 10.6 (Annual Leave), Section 10.7 (Sick Leave), Section 10.8 (Family and Medical Leave), Section 10.14 (Leave Without Pay Unexcused) and Section 10.22 (Voluntary Leave Transfer Program) of Ordinance No. 04-315, Personnel Policies and Procedures Manual.
Ordinance No. 22-301

Sponsors: Human Resources

Attachments: Ordinance Revisions-PPPM-Final 4-28-2022.pdf

d. **2022-0354** Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. Ordinance No.
Ordinance No. 22-302

Sponsors: Human Resources

Attachments: Class Salary Plan No. 89-79 4-28-2022.pdf

e. **2022-0355** Introduction of an ordinance to amend the Budget Ordinance No. 21-867 to modify the authorized strength of the departments.
Ordinance No. 22-303

Sponsors: Human Resources

Attachments: Budget Ord No. 21-867 4-28-2022.pdf

f. **2022-0356** Introduction of an ordinance to declare certain real property as surplus and no longer need for a municipal purpose and authorizing its sale to ANA Hollywood, LLC.
Ordinance No. 22-304

Sponsors: Legal and Urban Development

Attachments: ANA Hollywood Surplus Property ord Complete.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0322

Department: Clerk-Treasurer

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

Minutes of Regular Meeting of the City Council held April 14, 2022. (Minutes Received)

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0323

Department: Public Transit

Subject: **Type of Action:** Presentation

Recognition of Public Transit Employees Alvin Franklin, Reychal Lewis and Joe Miller on finishing 1st, 2nd and 3rd in the state rodeo for buses.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0324

Department: City Council

Subject: **Type of Action:** Presentation

Presentations to the Council on International Educational Exchange (CIEE) High School students; sponsored by the United States Department of State, Mr. Jim Powers, Local Coordinator Team Leader.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0325

Department: Community Development

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

Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost for the cleanup and removal of a junk public nuisance located at 2111 Hill St, NW Huntsville, AL.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address: 2111 Hill St NW
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
Total Cost of Abatement $1,711.03

Due to non-payment by a stipulated date the property owner was notified that a lien would be placed on the property.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1513

Department: Community Development

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

Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost for the cleanup and removal of a junk public nuisance located at 2111 Hill St, NW Huntsville, AL.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address: 2111 Hill St NW
District: District 1 ☐ District 2 ☐ District 3 ☒ District 4 ☐ District 5 ☐

Additional Comments:
Total Cost of Abatement $1,711.03

Due to non-payment by a stipulated date the property owner was notified that a lien would be placed on the property.

RESOLUTION NO. 22-_____

WHEREAS, by Resolution No. 22-41, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to remove a public nuisance on property hereinafter more particularly identified; and

WHEREAS, the City subsequently removed the nuisance pursuant to Resolution No. 22-41, dated 1/27/2022; and

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

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

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

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

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor
of the City of Huntsville, Alabama

RESOLUTION NO. 22-_____

Attachment A, Page 1

ABATEMENT OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Marty Robert Rainey, Life Estate 2111 Hill St. Huntsville, AL 35810	2111 HILL ST NW	3-3-2022	$1,711.03

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 WEST, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE CENTER OF THE EAST BOUNDARY OF SAID SECTION 27; THENCE NORTH 0 DEGREES 15 MINUTES EAST 30 FEET TO A POINT; THENCE ALONG THE NORTH MARGIN OF OAKWOOD AVENUE 190 FEET TO A POINT ON THE WEST MARGIN OF HILL STREET; THENCE NORTH 0 DEGREES 30 MINUTES WEST 500 FEET TO THE PLACE OF BEGINNING; THENCE FROM THE PLACE OF BEGINNING SOUTH 89 DEGREES 30 MINUTES WEST 150 FEET TO A POINT; THENCE NORTH 0 DEGREES 30 MINUTES WEST 50 FEET TO A POINT; THENCE NORTH 89 DEGREES 30 MINUTES EAST 150 FEET TO A POINT ON THE WEST MARGIN OF HILL STREET; THENCE ALONG THE WEST MARGIN OF HILL STREET SOUTH 0 DEGREES 30 MINUTES EAST 50 FEET TO THE PLACE OF BEGINNING.
PPIN: 15309 PARCEL: 1408271005027000

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0326

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Total Expenditures: $26,685,882.25

RESOLUTION NO. 22 - _____

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

$26,685,882.25

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 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 3/26/22 through 4/15/22 **CITY COUNCIL MEETING** **04/28/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	12,870,932.81
1005	HEALTH & LIFE BENEFITS	$	(192,070.69)
1010	GENERAL RESTRICTED DONATIONS	$	57,523.71
2000	PUBLIC TRANSIT	$	319,309.74
2100	COMMUNITY DEV BLOCK GRANT	$	117,193.73
2101	COMMUNITY DEV HOUSING	$	314,129.25
2500	OTHER GRANTS	$	38,329.06
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	2,662,167.16
3040	LODGING & LIQUOR TAXES	$	1,909,971.87
3050	1% LODGING TAX 2003	$	509,662.50
3060	1% LODGING TAX 2013	$	10,477.47
3080	2014 CAPITAL IMPROVEMENTS	$	1,461,164.66
3202	TIF 2	$	-
3203	TIF 3A	$	-
3204	TIF 4	$	-
3205	TIF 5	$	74,059.98
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	297,461.20
3420	CIRCUIT COURT ASSET FORFEITURE	$	57,386.00

3430	STAC SEIZURE-CIR COURT	$	9,813.16
3510	COURT VICTIM RESTITUTION	$	29.30
3520	COURT $2 REVENUE	$	81,836.00
3560	CEMETERY PERPETUAL CARE	$	4,019.71
3900	EMERGENCY MANAGEMENT AGENCY	$	31,694.75
3910	ALABAMA CONSTITUTION VILLAGE	$	42,768.20
3930	BURRITT MEMORIAL COMMITTEE	$	35,907.91
3950	PBA - DEBT SERVICE	$	1,014,625.00
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	2,433.50
4012	2021 FUTURE PROJECT BORROW	$	-
4013	2022 FUTURE PROJECT BORROW2	$	70,246.55
4015	PBA - NEW CITY HALL	$	1,029,485.85
5000	DEBT SERVICE	$	93,971.63
6000	WATER POLLUTION CONTROL	$	1,224,091.50
6010	WPC CMOM RESERVE	$	282,551.52
6020	WPC R&R RESERVE	$	78,063.23
6030	WPC ECONOMIC DEVELOPMENT	$	233,511.42
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	574,047.69
6200	SANITATION	$	501,490.68
6500	PBA - AMPHITHEATER	$	686,394.48
7000	POST-RETIREMENT BENEFITS TRUST	$	205,417.89
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,216.17)
	TOTAL	**$**	**26,685,882.25**

Vendor Expense Report

03/26/2022 through 04/15/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	I004139	COM TX 040522/I004139	73888	04/08/2022	90.00
		1000-15-15100-513030-00000000-	I004139	COM TX 040522/I004139	73888	04/08/2022	145.00
		Total Paid by Vendor					**235.00**
	ADORAMA INC	1000-41-41110-515340-00000000-	30752965	SOLE COURCE- DRONE FOR NAMACC UNIT	73626	04/04/2022	2,270.00
		Total Paid by Vendor					**2,270.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	260335	Payroll Run 1 - Warrant 220403	73867	04/08/2022	22,456.42
		Total Paid by Vendor					**22,456.42**
	ALABAMA DEPARTMENT OF LABOR	1000-19-00000-502160-00000000-	2022 Q1 UNEMPLYMNT	2022 Q1 UNEMPLOYMENT PAYMENT	73395	03/28/2022	26,379.27
		Total Paid by Vendor					**26,379.27**
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	TRANSFERTAG022383	TAG TRANS. # 022383 - HPD	73399	03/28/2022	1.25
		1000-15-15100-515340-00000000-	TRANSFERTAG022240	TAG TRANSFER #022240 - HPD	73399	03/28/2022	1.25
		1000-15-15100-515340-00000000-	080416	MU TAG TRANS. EQUIP.# 080416	73750	04/05/2022	1.25
		1000-15-15100-515340-00000000-	080417	MU TAG TRANS. EQUIP.# 080417	73750	04/05/2022	1.25
		1000-00-00000-210180-00000000-	260337	Payroll Run 1 - Warrant 220403	73869	04/08/2022	519.24
		1000-00-00000-210130-00000000-	STATE TAX-MARCH 2022	MARCH 2022 STATE WITHHOLDING TAX	73746	04/06/2022	402,627.94
		Total Paid by Vendor					**403,152.18**
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	336413	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73629	04/04/2022	749.00
		1000-14-14300-513010-00000000-	336412	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73629	04/04/2022	37.50
		1000-14-14300-513010-00000000-	3363931	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73751	04/06/2022	94.50
		1000-14-14300-513010-00000000-	336360	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73891	04/11/2022	52.00
		Total Paid by Vendor					**933.00**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-210180-00000000-	260328	Payroll Run 1 - Warrant 220403	73870	04/08/2022	387.44
		1000-43-00000-515370-00000000-	ALEA22000984	SNAP NON-ENTRY/SNAP ADDITIONAL NON-ENTRY 1/22-3/22	PCard	04/14/2022	900.00
		Total Paid by Vendor					**1,287.44**
	ALABAMA LAWN MASTERS INC	1000-52-52100-515370-00000000-	130645	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	170.00
		1000-52-52100-515370-00000000-	130534	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	486.00
		1000-52-52100-515370-00000000-	130657	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	1,246.00
		1000-52-52100-515370-00000000-	130556	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	250.00
		1000-52-52100-515370-00000000-	130658	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	265.00
		1000-52-52100-515370-00000000-	130659	LAWN MAINTENANCE (BLANKET)	74055	04/13/2022	485.00
		Total Paid by Vendor					**2,902.00**
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	1121027	MONTHLY PARTICIPATION ***BLANKET PO***	73544	03/29/2022	2,471.67
		Total Paid by Vendor					**2,471.67**
	ALABAMA MEDIA GROUP	1000-19-00000-515010-00000000-	0002842035	PUB OF ITEMS ADOPTED BY CC 2/1/22 - 2/28/22	73752	04/05/2022	4,196.40
		1000-19-00000-515010-00000000-	2012251 033122	PUBLICATION OF ITEMS ADOPTED BY CC MARCH 2022	73892	04/11/2022	9,027.20
		Total Paid by Vendor					**13,223.60**
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	260333	Payroll Run 1 - Warrant 220403	73868	04/08/2022	1,500.00
		Total Paid by Vendor					**1,500.00**
	ALABAMA RECREATION AND PARKS ASSOCIATION	1000-30-30100-515340-00000000-	033022	ARPA MEMBERSHIP LEVEL AFFILIATE FOR FY22-PARKS &	73634	03/31/2022	450.00
		Total Paid by Vendor					**450.00**
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	20936	TRANS. SERV. J. RAMIREZ-CS#11100205	73545	03/29/2022	60.00
		1000-43-00000-515370-00000000-	21785	TRANS. SERV. L.DELRICO CONTRERAS-CS#22-1116232/233	73545	03/29/2022	75.00
		1000-43-00000-515370-00000000-	21761	TRANS. SERV. J. HERNANDEZ-CS#11164920-921	73545	03/29/2022	75.00
		1000-43-00000-515370-00000000-	21760	TRANS. SERV. L. ARRIAGA-CS#21-11164388-11165157	73545	03/29/2022	75.00
		1000-43-00000-515370-00000000-	21786	TRANS. SERV. R. MORA GARCIA-CS#111-65537/11165080	73545	03/29/2022	75.00
		1000-43-00000-515370-00000000-	21830	TRAN. SERV. J. RIVERA-CS# 11167551	73630	04/04/2022	75.00
		1000-43-00000-515370-00000000-	21817	TRAN. SERV. O. MELENDEZ-GARCIA-CS# 22-11162666	73630	04/04/2022	75.00
		1000-43-00000-515370-00000000-	21824	TRAN. SERV. CABERO-CS# U0018642/42	73630	04/04/2022	75.00
		1000-43-00000-515370-00000000-	21880	TRANS. SERV. INT. C. DOMINGO-CS#22-11168659-06-62	73893	04/08/2022	75.00
		1000-43-00000-515370-00000000-	21877	TRAN. SER. INT. H.Y. RODRIGUEZ-CS# 21-11167812	73893	04/08/2022	75.00
		1000-43-00000-515370-00000000-	21878	TRAN. SER. INT. L. VARGAS-CS# 22-11168208	73893	04/08/2022	75.00
		1000-43-00000-515370-00000000-	21879	TRAN. SER. INT. V. LOPEZ-CS# 22-11167784	73893	04/08/2022	75.00
		1000-43-00000-515370-00000000-	21906	TRANS. SERV. M. M. GARCIA-CS# 22-11170122/23	PCard	04/14/2022	75.00
		1000-43-00000-515370-00000000-	21700	TRANS. SERV. NO SHOW-CS# 11155637	PCard	04/14/2022	150.00
		1000-43-00000-515370-00000000-	21897	TRANS. SERV. S. CASLAROV-CS# 11170925	PCard	04/14/2022	150.00
		1000-43-00000-515370-00000000-	21907	TRAN. SRV. C.D.HERNANDEZ-CS#22-11169284/22-1116899	PCard	04/14/2022	75.00
		1000-43-00000-515370-00000000-	21908	TRANS. SERV. J. V. PRADES-CS# 11168845	PCard	04/14/2022	75.00

	Total Paid by Vendor					**1,410.00**
ALESHIA LEE	1000-30-30200-515520-00000000-	A. LEE 040622	BLANKET-ZUMBA INSTRUCTOR @ MAX LUTHER CC	73894	04/11/2022	100.00
	Total Paid by Vendor					**100.00**
ALL SHARPE INC	1000-15-15100-513030-00000000-	40308	COM TX 040422/40308	73895	04/08/2022	120.00
	1000-15-15100-513030-00000000-	40309	COM TX 040422/40309	73895	04/08/2022	275.00
	1000-15-15100-513030-00000000-	40310	COM TX 040422/40310	73895	04/08/2022	275.00
	1000-15-15100-513030-00000000-	40311	COM TX 040422/40311	73895	04/08/2022	275.00
	1000-15-15100-513030-00000000-	40312	COM TX 040422/40312	73895	04/08/2022	40.00
	1000-15-15100-513030-00000000-	40315	COM TX 040422/40315	73895	04/08/2022	40.00
	1000-15-15100-513030-00000000-	40316	COM TX 040422/40316	73895	04/08/2022	40.00
	1000-15-15100-513030-00000000-	40317	COM TX 040422/40317	73895	04/08/2022	80.00
	1000-15-15100-513030-00000000-	40318	COM TX 040622/40318	74056	04/11/2022	80.00
	1000-15-15100-513030-00000000-	40319	COM TX 040622/40319	74056	04/11/2022	80.00
	1000-15-15100-513030-00000000-	40320	COM TX 040622/40320	74056	04/11/2022	80.00
	1000-15-15100-513030-00000000-	40323	COM TX 040622/40323	74056	04/11/2022	120.00
	1000-15-15100-513030-00000000-	40324	COM TX 040622/40324	74056	04/11/2022	80.00
	Total Paid by Vendor					**1,585.00**
ALLEN PRECISION EQUIPMENT INC	1000-30-30400-515340-00000000-	882188	SUPPLIES FOR JOHN HUNT PARK	73631	04/01/2022	419.18
	1000-30-30400-515340-00000000-	882381	SUPPLIES FOR JOHN HUNT PARK	73631	04/04/2022	25.90
	Total Paid by Vendor					**445.08**
ALLGAS INC	1000-55-55400-514010-00000000-	2939370	FY22 PROPANE BLANKET	73896	04/08/2022	76.47
	Total Paid by Vendor					**76.47**
ALLIED PHOTOCOPY INC	1000-19-00000-515400-00000000-	1125515	ANIMAL SVCS PACKETS APRIL 2022 - POSTAGE	73753	04/06/2022	534.89
	1000-50-00000-515340-00000000-	1124257	BLANKET ANIMAL LICENSE RENEWAL NOTICES	74057	04/12/2022	1,333.00
	1000-50-00000-515340-00000000-	1125080	BLANKET ANIMAL LICENSE RENEWAL NOTICES	74057	04/13/2022	946.50
	Total Paid by Vendor					**2,814.39**
AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	34643	2022 BLANKET OVERHEAD DOOR REPAIRS	73546	03/30/2022	110.00
	1000-14-14300-513010-00000000-	34679	2022 BLANKET OVERHEAD DOOR REPAIRS	74058	04/12/2022	165.00
	Total Paid by Vendor					**275.00**
ANIMAL HOSPITAL OF NORTH ALABAMA	1000-50-00000-515162-00000000-	405795	BLANKET SPAY/NEUTER/RABIES	73633	04/04/2022	20.00
	1000-50-00000-515162-00000000-	415793	BLANKET SPAY/NEUTER/RABIES	73633	04/04/2022	10.00
	1000-50-00000-515162-00000000-	420681	BLANKET SPAY/NEUTER/RABIES	73633	04/04/2022	50.00
	1000-50-00000-515162-00000000-	390941	BLANKET SPAY/NEUTER/RABIES	73633	04/04/2022	274.62
	Total Paid by Vendor					**354.62**
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	275369	BLANKET LISP/SPAY/NEUTER/RABIES	73897	04/07/2022	850.00
	Total Paid by Vendor					**850.00**
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	57V93222	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,311.36
	1000-52-52200-515370-00000000-	57V93422	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,080.32
	1000-52-52200-515370-00000000-	57P91722	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,744.80
	1000-52-52200-515370-00000000-	57P91622	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	3,814.74
	1000-52-52200-515370-00000000-	58P91522	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,717.87
	1000-52-52200-515370-00000000-	56U39722	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,811.86
	1000-52-52200-515370-00000000-	56U39622	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	3,795.84
	1000-52-52200-515370-00000000-	56U39522	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	1,860.80
	1000-52-52200-515370-00000000-	56H57522	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,192.74
	1000-52-52200-515370-00000000-	56H57322	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	4,543.20
	1000-52-52200-515370-00000000-	56H57422	TREE PRUNING SERVICE (BLANKET)	73755	04/05/2022	5,100.40
	1000-52-52200-515370-00000000-	57V93322	TREE PRUNING SERVICE (BLANKET)	73755	04/06/2022	4,140.00
	Total Paid by Vendor					**50,113.93**
AT&T	1000-17-17100-515070-00000000-	25653564124010322	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	73547	03/29/2022	4,526.80
	Total Paid by Vendor					**4,526.80**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-73293-00-032322	2022 BLANKET PO - ATHENS UTIL FOR FS #18	73898	04/08/2022	37.30
	1000-14-14100-515700-00000000-	136-69035-00-032322	2022 BLANKET PO - ATHENS UTIL FOR FS #18	73898	04/08/2022	6.28
	1000-14-14100-515700-00000000-	136-69030-01-032322	2022 BLANKET PO - ATHENS UTIL FOR FS #18	73898	04/08/2022	858.36
	Total Paid by Vendor					**901.94**
AUBURN UNIVERSITY	1000-13-13100-515790-00000000-	V0005338	CRE IV CERT. BISHOP, JACKS, STATHAM, SCHRIMSHER	73899	04/11/2022	1,320.00
	Total Paid by Vendor					**1,320.00**
A-Z OFFICE RESOURCE INC	1000-00-00000-140110-00000000-	5384976-2	OFFICE SUPPLIES	73396	03/28/2022	37.80
	1000-41-41204-515340-00000000-	5384515-1	2820 HOLMES AVENUE NW - T. DUNCAN 427-7174	73396	03/28/2022	23.90
	1000-12-12100-515340-00000000-	5388114-3	308 FOUNTAIN CIR, 3RD FLR, B SONS 256-427-5090	73543	03/30/2022	35.80
	1000-41-41100-515340-00000000-	5402603-0	704 FIBER STREET NW - A. DAY 427-7174	73625	03/31/2022	754.34
	1000-41-41204-515340-00000000-	5392745-3	2820 HOLMES AVENUE NW-TRACY DENOON 256-427-7279	73625	04/01/2022	5.44

	1000-74-74100-515340-00000000-	5404511-0	K. GOSA; 308 FOUNTAIN CIR-2ND FL; 2564275115	73748	04/05/2022	206.68
	1000-71-71100-515340-00000000-	5403008-1	ODESSA 320 FOUNTAIN CIR. 256-427-6853	73748	04/06/2022	164.80
	1000-71-71100-515340-00000000-	5403008-0	ODESSA 320 FOUNTAIN CIR. 256-427-6853	73748	04/06/2022	711.60
	1000-18-00000-515340-00000000-	5405393-0	SUPPLIES- 308 FOUNTAIN CIR. 6TH FLR. J.COX	73889	04/07/2022	46.06
	1000-41-41204-515340-00000000-	5405387-1	2820 HOLMES AVENUE NW - T. DENOON 427-7174	73889	04/07/2022	754.64
	1000-74-74100-515340-00000000-	5404511-1	K. GOSA; 308 FOUNTAIN CIR-2ND FL; 2564275115	73889	04/07/2022	11.34
	1000-41-41100-515340-00000000-	5402603-1	704 FIBER STREET NW - A. DAY 427-7174	73889	04/07/2022	106.99
	1000-18-00000-515340-00000000-	5405393-1	SUPPLIES- 308 FOUNTAIN CIR. 6TH FLR. J.COX	73889	04/11/2022	1.49
	1000-41-41305-515340-00000000-	5405992-0	5365 TRIANA BLVD-ZAC GOSHERT 256-427-7034	73889	04/11/2022	195.74
	1000-41-41100-515340-00000000-	5392406-1	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	73889	04/11/2022	60.12
	1000-41-41204-515340-00000000-	5405387-0	2820 HOLMES AVENUE NW - T. DENOON 427-7174	73889	04/11/2022	81.70
	Total Paid by Vendor					**3,198.44**
B & M HOME SERVICES LLC	1000-14-14300-513010-00000000-	6397915	2022 BLANKET PO APPLIANCE REPAIRS	73465	03/28/2022	255.32
	Total Paid by Vendor					**255.32**
BAGBY ELEVATOR COMPANY INC	1000-14-14300-515370-00000000-	SCHED000000282220	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	624.00
	1000-14-14300-515370-00000000-	SCHED000000282222	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000282221	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000282223	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000282224	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000282225	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000282226	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	208.00
	1000-14-14300-515340-ERLYWORK-	SCHED000000281977	BLANKET PO 2022 ELEVATOR SERVICES	73758	04/06/2022	416.00
	1000-53-53200-513010-PK1040XX-	SCHED000000282217	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73900	04/08/2022	520.00
	1000-53-53200-513010-PK1030XX-	SCHED000000282218	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73900	04/08/2022	820.00
	1000-53-53200-513010-PK1020XX-	SCHED000000282219	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73900	04/08/2022	832.00
	Total Paid by Vendor					**4,876.00**
BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ PC	1000-13-13100-515370-00000000-	8971790	MONTHLY TERMS OF ENGAGEMENT-COUNSEL-BLANKET PO	73759	04/06/2022	1,940.00
	Total Paid by Vendor					**1,940.00**
BENTLEY ANIMAL HOSPITAL	1000-50-00000-515162-00000000-	302728	BLANKET RABIES	73637	03/31/2022	10.00
	1000-50-00000-515162-00000000-	301712	BLANKET RABIES	74061	04/13/2022	10.00
	1000-50-00000-515162-00000000-	302192	BLANKET RABIES	74061	04/13/2022	10.00
	1000-50-00000-515162-00000000-	303244	BLANKET RABIES	74061	04/13/2022	10.00
	Total Paid by Vendor					**40.00**
BIZTECH	1000-00-00000-610103-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867 (BLANKET)	73760	04/05/2022	41,500.00
	Total Paid by Vendor					**41,500.00**
BLAIR AND SONS INC	1000-15-15100-513030-00000000-	89734	COM TX 040522/89734	73901	04/08/2022	67.50
	Total Paid by Vendor					**67.50**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	3917 2ND SESSION	INSTR FOR D.D.C. 8 HR 3/24/22 CLASS	73902	04/11/2022	100.00
	1000-43-00000-515370-00000000-	3924 1ST SESSION	INST FOR D.D.C. 4 HR 4/7/22 CLASS	74062	04/14/2022	100.00
	Total Paid by Vendor					**200.00**
BOWMANS ENTERPRISES INC	1000-30-30100-515340-00000000-	4568	MELISSA RIOPKA NAME PLATE	73410	03/28/2022	17.00
	1000-12-12100-515340-00000000-	4591	INV #4567 FOR NOTARY STAMP/COMMISSION/DATER STAMP	74063	04/13/2022	96.00
	Total Paid by Vendor					**113.00**
BOYS & GIRLS CLUBS OF NORTH ALABAMA	1000-00-00000-610063-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 (BLANKET PO)	73762	04/05/2022	27,500.00
	Total Paid by Vendor					**27,500.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1555410	BLANKET - OUTSIDE LEGAL SERVICES	73550	03/29/2022	425.00
	1000-18-00000-515372-00000000-	1555411	BLANKET - OUTSIDE LEGAL SERVICES	73550	03/29/2022	425.00
	1000-18-00000-515372-00000000-	1559536	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	2,065.00
	1000-18-00000-515372-00000000-	1559541	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	1,998.65
	1000-18-00000-515372-00000000-	1559542	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	113,784.28
	1000-18-00000-515372-00000000-	1559537	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	6,475.00
	1000-18-00000-515372-00000000-	1559539	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	1,187.50
	1000-18-00000-515372-00000000-	1559540	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	2,050.00
	1000-18-00000-515372-00000000-	1559538	BLANKET - OUTSIDE LEGAL SERVICES	74064	04/13/2022	2,135.00
	Total Paid by Vendor					**130,545.43**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	10638A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73552	03/29/2022	87.50
	1000-14-14300-513010-00000000-	10654A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73552	03/29/2022	15.00
	1000-14-14300-513010-00000000-	10599A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73552	03/29/2022	15.00
	1000-14-14300-513010-00000000-	10593A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73552	03/29/2022	10.00
	1000-14-14300-513010-00000000-	10661A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73552	03/29/2022	45.00
	1000-14-14300-513010-00000000-	10724A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73640	04/04/2022	97.50
	1000-14-14300-513010-00000000-	10726A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73764	04/06/2022	7.50

	1000-14-14300-513010-00000000-	10752A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73764	04/06/2022	20.00
	1000-14-14300-513010-00000000-	10763A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73764	04/06/2022	7.50
	1000-14-14300-513010-00000000-	10765A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73764	04/06/2022	10.00
	1000-14-14300-513010-00000000-	10786A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	74066	04/12/2022	270.00
	1000-14-14300-513010-00000000-	10819A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	74066	04/12/2022	25.00
	1000-14-14300-513010-00000000-	10814A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	74066	04/12/2022	80.00
	1000-14-14300-513010-00000000-	10815A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	74066	04/12/2022	60.00
	1000-14-14300-513010-00000000-	10816A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	74066	04/12/2022	120.00
	Total Paid by Vendor					**870.00**
BSN SPORTS LLC	1000-30-30600-515340-00000000-	916392423	SOCCER FIELD EQUIPMENT FOR NEW FIELDS-MERRIMACK	73553	03/29/2022	616.40
	1000-30-30200-515340-00000000-	916518521	SPORTS SUPPLIES FOR SUMMER CAMP-MARK RUSSELL R/C	73641	04/04/2022	38.99
	Total Paid by Vendor					**655.39**
BUDDYS SMALL ENGINES INC	1000-52-52600-515340-00000000-	141575	VARIOUS SUPPLIES - NORTH (BLANKET)	74067	04/13/2022	124.96
	1000-52-52100-520500-00000000-	141826	Z-SPRAY EQUPMENT FOR LM	PCard	04/14/2022	13,439.00
	Total Paid by Vendor					**13,563.96**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71204620	2022 BLANKET SARGEANT LOCKSETS & KEYS	73554	03/30/2022	20.00
	Total Paid by Vendor					**20.00**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	WG45140	ANIMAL MEDICAL DRUGS BLANKET PO	73650	04/01/2022	373.08
	1000-50-00000-515161-00000000-	WG48682	ANIMAL MEDICAL DRUGS BLANKET PO	73650	04/01/2022	980.09
	1000-50-00000-515161-00000000-	WH59020	ANIMAL MEDICAL DRUGS BLANKET PO	73650	04/04/2022	2,968.67
	1000-50-00000-515161-00000000-	WH56871	ANIMAL MEDICAL DRUGS BLANKET PO	73650	04/04/2022	531.58
	1000-50-00000-515161-00000000-	WH90576	ANIMAL MEDICAL DRUGS BLANKET PO	73774	04/06/2022	371.92
	1000-50-00000-515161-00000000-	WH62856	ANIMAL MEDICAL DRUGS BLANKET PO	73774	04/06/2022	22.01
	1000-50-00000-515161-00000000-	WH69059	ANIMAL MEDICAL DRUGS BLANKET PO	73774	04/06/2022	211.48
	1000-50-00000-515161-00000000-	WJ28500	ANIMAL MEDICAL DRUGS BLANKET PO	73911	04/11/2022	14.60
	1000-50-00000-515161-00000000-	WH93710	ANIMAL MEDICAL DRUGS BLANKET PO	74077	04/12/2022	576.07
	Total Paid by Vendor					**6,049.50**
BWI COMPANIES INC	1000-52-52100-515340-00000000-	16991859	ANNUAL PLANTINGS AND BASKETS (BLANKET)	74069	04/12/2022	520.08
	Total Paid by Vendor					**520.08**
C & J WELDING INC	1000-15-15100-513030-00000000-	100097	COM TX 032522/100097	73642	04/01/2022	210.00
	Total Paid by Vendor					**210.00**
C T GARVIN FEED AND SEED	1000-51-00000-515340-00000000-	912147	WHEAT STRAW FOR CEMETERY (BLANKET)	73570	03/30/2022	145.00
	1000-50-00000-515340-00000000-	910486	BLANKET FOR BEDDING PELLETS, PET SUPPLIES	73923	04/07/2022	119.85
	Total Paid by Vendor					**264.85**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	260330	Payroll Run 1 - Warrant 220403	73871	04/08/2022	92.30
	Total Paid by Vendor					**92.30**
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0395566-IN	BLANKET FOR COLLARS, LEASHES, PET CARRIERS	73904	04/07/2022	407.91
	1000-50-00000-515340-00000000-	0395776-IN	BLANKET FOR COLLARS, LEASHES, PET CARRIERS	73904	04/07/2022	1,883.80
	Total Paid by Vendor					**2,291.71**
CDW GOVERNMENT INC	1000-17-17400-520200-00000000-	T686689	PUNCHOUT FOR WO 152634 REPLACEMENT	73414	03/28/2022	103.95
	1000-17-17300-520200-00000000-	T635017	PUNCHOUT FOR IT-TECH KENNETH COCHRAN	73414	03/28/2022	298.04
	1000-17-17400-520200-00000000-	T555087	PUNCHOUT FOR GS-PROJECTS WO#151538	73555	03/30/2022	663.79
	1000-17-17300-520200-00000000-	T593070	PUNCHOUT ORDER IT-TECHNICIANS	73555	03/30/2022	36.45
	1000-17-17300-520200-00000000-	T492833	PUNCHOUT FOR UPS AT WHEELER	73555	03/30/2022	594.87
	1000-17-17400-520200-00000000-	T922006	PUNCHOUT - CD-KIMBERLY ERB -WO 152873	73906	04/07/2022	92.45
	1000-17-17400-520200-00000000-	T936697	PUNCHOUT - CD-SCOTT ERWIN WO152985	73906	04/07/2022	54.66
	1000-17-17400-520200-00000000-	V306095	PUNCHOUT FOR GS-11376 REPLACEMENT	73906	04/11/2022	100.44
	1000-17-17400-520200-00000000-	V425869	PUNCHOUT FD-STATIONS GETAC WALL MOUNT	73906	04/11/2022	455.29
	1000-17-17400-520300-00000000-	V447214	PUNCH OUT - ADOBE PRO UPGRADE	73906	04/11/2022	181.62
	1000-17-17300-520200-00000000-	T787144	PUNCHOUT FOR CAC	73906	04/11/2022	335.31
	1000-17-17300-520200-00000000-	T781061	PUNCHOUT FOR CAC	73906	04/11/2022	368.98
	Total Paid by Vendor					**3,285.85**
CELLEBRITE INC	1000-17-17100-515250-00000000-	INVUS24813	SOLE SOURCE CELLEBRITE FORENSICS SW/ANALZYER PD	73556	03/30/2022	6,875.00
	Total Paid by Vendor					**6,875.00**
CENTURYLINK	1000-17-17100-515070-00000000-	4155294610322	FY22 BLANKET PO FOR CENTURYLINK PRI LINES	73557	03/29/2022	2,080.23
	1000-17-17100-515070-00000000-	4892213630322	FY22 BLANKET PO CENTURYLINK POTS LINE SERVICE COH	73557	03/30/2022	42.13
	Total Paid by Vendor					**2,122.36**
CHAMBER OF COMMERCE	1000-00-00000-610057-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73765	04/05/2022	68,750.00
	Total Paid by Vendor					**68,750.00**
CHARLES ROBERT CLARK	1000-10-10200-515370-00000000-	282	MAINT ON WEBSITE, BLOG POSTS AND OTHER SOCIAL MEDI	73558	03/28/2022	2,500.00
	1000-10-10200-515370-00000000-	283	MAINT ON WEBSITE, BLOG POSTS AND SOCIAL MEDIA	73415	03/28/2022	2,500.00
	Total Paid by Vendor					**5,000.00**

CHARLES ROBINSON	1000-19-00000-515190-00000000-	FY22-058	SETTLEMENT OF CLAIM FY22-058	73907	04/12/2022	875.12
	Total Paid by Vendor					**875.12**
CHASE ANIMAL CLINIC INC	1000-50-00000-515163-00000000-	FEB 2022	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL/SICK/INJU	74070	04/12/2022	845.00
	Total Paid by Vendor					**845.00**
CINTAS	1000-50-00000-515340-00000000-	4113778337	BLANKET LAUNDRY SERVICES	73559	03/30/2022	66.50
	1000-50-00000-515340-00000000-	4113956909	BLANKET LAUNDRY SERVICES	73559	03/30/2022	66.50
	1000-50-00000-515340-00000000-	4114470691	BLANKET LAUNDRY SERVICES	73559	03/30/2022	66.50
	1000-50-00000-515340-00000000-	4114715139	BLANKET LAUNDRY SERVICES	73559	03/30/2022	66.50
	1000-15-15100-515340-00000000-	4113957084	4203 E SCHRIMSHER LN (BLANKET PO)	73645	04/04/2022	251.77
	1000-15-15100-515340-00000000-	4114715234	4203 E SCHRIMSHER LN (BLANKET PO)	73645	04/04/2022	251.77
	1000-15-15100-515340-00000000-	4113337655	4203 E SCHRIMSHER LN (BLANKET PO)	73645	04/04/2022	251.77
	1000-50-00000-515340-00000000-	4115143522	BLANKET LAUNDRY SERVICES	74071	04/13/2022	66.50
	1000-50-00000-515340-00000000-	4115394176	BLANKET LAUNDRY SERVICES	74071	04/13/2022	66.50
	1000-50-00000-515340-00000000-	4115832151	BLANKET LAUNDRY SERVICES	74071	04/13/2022	66.50
	1000-50-00000-515340-00000000-	4116070444	BLANKET LAUNDRY SERVICES	74071	04/13/2022	66.50
	Total Paid by Vendor					**1,287.31**
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	260345	Payroll Run 1 - Warrant 220403	73872	04/08/2022	165.50
	Total Paid by Vendor					**165.50**
CITY OF HUNTSVILLE	1000-53-53200-515340-00000000-	261357	CITY OF HUNTSVILLE TEST SHIFT REPORT	PCard	04/07/2022	6.00
	Total Paid by Vendor					**6.00**
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11139358	IND. DEF. SERVICES FOR 11139358	73646	04/04/2022	448.00
	1000-43-00000-515043-00000000-	11159292	IND. DEF. SERVICES FOR 11153292	73646	04/04/2022	189.00
	1000-43-00000-515043-00000000-	11132403-04	IND. DEF. SERVICES FOR 11132403-04	73646	04/04/2022	357.00
	1000-43-00000-515043-00000000-	11158683	IND. DEF. SERVICES FOR 11158683	73646	04/04/2022	224.00
	1000-43-00000-515043-00000000-	10380831-33	IND. DEF. SERVICES FOR 10380831-33	73646	04/04/2022	217.00
	1000-43-00000-515043-00000000-	11140154	IND. DEF. SERVICES FOR 11140154	73646	04/04/2022	378.00
	1000-43-00000-515043-00000000-	11138323-325	IND. DEF. SERVICES FOR 11138323-3325	73646	04/04/2022	350.00
	Total Paid by Vendor					**2,163.00**
COLEMAN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	23088	LAWN MAINTENANCE (BLANKET)	73647	04/04/2022	4,158.34
	Total Paid by Vendor					**4,158.34**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	260338	Payroll Run 1 - Warrant 220403	73873	04/08/2022	1,740.00
	Total Paid by Vendor					**1,740.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000114784070322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73561	03/29/2022	10.62
	1000-17-17100-515070-00000000-	83969000115978000322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73561	03/29/2022	2.12
	1000-17-17100-515070-00000000-	83969000115986910322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73561	03/29/2022	14.84
	1000-17-17100-515070-00000000-	83969000111637770322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73769	04/06/2022	46.38
	1000-17-17100-515070-00000000-	83969000116016440322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73769	04/06/2022	12.63
	1000-17-17100-515070-00000000-	83969000108001710322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73769	04/06/2022	26.91
	1000-17-17100-515070-00000000-	83969000109586230322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73769	04/06/2022	95.37
	1000-17-17100-515070-00000000-	83969000100287730422	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	74074	04/13/2022	42.10
	1000-17-17100-515070-00000000-	83960100100032380322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	74074	04/13/2022	539.55
	Total Paid by Vendor					**790.52**
COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	1000-00-00000-610071-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73770	04/05/2022	25,000.00
	Total Paid by Vendor					**25,000.00**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	040122-HUNT	SUPP. LG MED BILL/CLAIM SET. #1223-WC-20-0000057..	73773	04/05/2022	29,251.27
	1000-19-00000-502150-00000000-	1189798	MONTHLY TPA FEE FOR 3/22	73772	04/05/2022	7,475.00
	1000-19-00000-502150-00000000-	040822-HUNT	MED BILL CM# 1223-WC-22-0000105/1223-WC-04-0500371	74076	04/12/2022	8,341.00
	1000-19-00000-502150-00000000-	032922-HUNT	REPLENISH ESCROW FOR WORKERS COMP	73542	03/31/2022	41,329.79
	1000-19-00000-502150-00000000-	041122-HUNT	REPLENISH ESCROW FOR WORKERS COMP	74051	04/12/2022	41,984.63
	Total Paid by Vendor					**128,381.69**
COULTER VENTURES LLC	1000-42-42100-515340-00000000-	10204380	EXERCISE EQUIPMENT CADET TRAINING FACILITY	73910	04/11/2022	3,896.05
	Total Paid by Vendor					**3,896.05**
COWIN EQUIPMENT CO INC	1000-15-15100-513030-00000000-	SWO048239-1	COM TX 032322/SWO048239-1	73651	03/28/2022	2,022.09
	1000-15-15100-513030-00000000-	SWO048239-1	COM TX 032322/SWO048239-1	73651	03/28/2022	2,035.08
	1000-15-15100-513030-00000000-	SWO045271-1	COM TX 032522/SWO045271-1	73651	04/01/2022	1,749.81
	1000-15-15100-513030-00000000-	SWO045271-1	COM TX 032522/SWO045271-1	73651	04/01/2022	5,102.00
	1000-55-55300-513050-00000000-	RSA023473 13	EQUIPMENT RENTAL FOR PWS MAINTENANCE	73651	04/01/2022	1,900.00
	1000-55-55300-513050-00000000-	RSA024925 14	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73651	04/01/2022	8,300.00
	1000-55-55300-513050-00000000-	RSA024927 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73651	04/04/2022	6,600.00
	1000-55-55300-513050-00000000-	RSA027137 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73912	04/11/2022	5,325.00
	1000-55-55300-513050-00000000-	RSA026659 3	EQUIPMENT RENTAL FOR PWS CONSTRUCTION JOB# 22-101	73912	04/11/2022	3,200.00
	1000-55-55300-513050-00000000-	RSA024980 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73912	04/11/2022	870.00

	1000-55-55300-513050-00000000-	RSA024325 11	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73912	04/11/2022	1,200.00
	1000-55-55300-513050-00000000-	RSA024391 11	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	74078	04/12/2022	5,900.00
	Total Paid by Vendor					**44,203.98**
CURRIE SYSTEMS INC	1000-52-52900-515520-00000000-	428534	HAND SANITIZER - GREEN TEAM	73776	04/06/2022	875.00
	1000-52-52900-515520-00000000-	428587	HAND SANITIZER - GREEN TEAM	74079	04/13/2022	364.00
	1000-52-52900-515520-00000000-	428596	HAND SANITIZER - GREEN TEAM	74079	04/13/2022	945.00
	Total Paid by Vendor					**2,184.00**
DANIEL COLE	1000-14-14300-513010-00000000-	12950	2022 BLANKET ICE MAKER REPAIRS	73560	03/29/2022	85.00
	1000-14-14300-513010-00000000-	12949	2022 BLANKET ICE MAKER REPAIRS	73560	03/29/2022	127.50
	1000-14-14300-513010-00000000-	12961	2022 BLANKET ICE MAKER REPAIRS	74073	04/12/2022	85.00
	Total Paid by Vendor					**297.50**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	260341	Payroll Run 1 - Warrant 220403	73878	04/08/2022	170.60
	Total Paid by Vendor					**170.60**
DEFENSE PEST SOLUTIONS	1000-53-53200-513010-PK1020XX-	22724	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	73652	04/04/2022	10.00
	1000-53-53200-513010-PK1040XX-	22724	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	73652	04/04/2022	10.00
	1000-14-14300-515340-ERLYWORK-	22721	2022 BLANKET EARLY WORKS PEST CONTROL SVS	73778	04/05/2022	250.00
	1000-14-14310-515370-00000000-	22719	2022 BLANKET PEST CONTROL SERVICES	73778	04/06/2022	2,465.00
	Total Paid by Vendor					**2,735.00**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10570940936	QUOTE 3000109039576.1 PD-NAMACC NEW HIRE	73564	03/30/2022	2,923.66
	1000-17-17400-520200-00000000-	10572926342	QUOTE 3000115617129.1 PD-CID MONITORS	73653	03/31/2022	1,508.05
	1000-41-41204-515340-00000000-	10572926342	QUOTE 3000115617129.1 PD-CID MONITORS	73653	03/31/2022	6,200.00
	Total Paid by Vendor					**10,631.71**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	260340	Payroll Run 1 - Warrant 220403	73877	04/08/2022	2,632.63
	Total Paid by Vendor					**2,632.63**
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	93243	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	73654	04/01/2022	425.00
	1000-51-00000-515340-00000000-	93354	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	73654	04/01/2022	425.00
	1000-51-00000-515340-00000000-	93398	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	73654	04/01/2022	425.00
	Total Paid by Vendor					**1,275.00**
DOUGLAS RICKMAN	1000-19-00000-515190-00000000-	CLAIM# FY22-026	SETTLE CLAIM FY22-026	73779	04/05/2022	4,387.50
	Total Paid by Vendor					**4,387.50**
DOWNTOWN HUNTSVILLE INC	1000-00-00000-610065-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73780	04/05/2022	45,000.00
	Total Paid by Vendor					**45,000.00**
DUNCAN PARKING TECH	1000-17-17100-515250-00000000-	DPT043098	FY22 BLANKET PO SOLE SOURCE DUNCAN SW SERVICES PK	73781	04/06/2022	936.00
	Total Paid by Vendor					**936.00**
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	331.40
	1000-30-30100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	52.07
	1000-41-41100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	48.65
	1000-41-41100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	159.23
	1000-41-41100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	222.51
	1000-41-41100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	389.58
	1000-41-41100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	4,434.79
	1000-42-42100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	114.99
	1000-42-42100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	941.44
	1000-50-00000-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	187.82
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	17.36
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	96.30
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	185.43
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	238.50
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	241.20
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	247.27
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	277.91
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	402.59
	1000-52-52100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	507.91
	1000-53-53200-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	129.31
	1000-53-53400-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	67.02
	1000-55-55100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	185.43
	1000-55-55300-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	867.41
	1000-55-55400-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	1,495.66
	1000-70-70200-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	196.98
	1000-71-71100-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	48.65
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1000-12-12100-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	30.51
1000-14-14100-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	91.28
1000-30-30100-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	55.04
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1000-52-52100-514010-00000000-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	20.35
1000-52-52100-514010-00000000-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	85.19
1000-52-52100-514010-00000000-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	86.23
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1000-41-41100-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	4,358.46
1000-42-42100-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	83.10
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1000-55-55400-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	615.16
1000-71-71100-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	264.90
1000-74-74100-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	60.04
1000-75-75100-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	46.12
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1000-52-52100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	30.25
1000-52-52100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	35.74
1000-52-52100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	57.74
1000-52-52100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	61.18
1000-55-55300-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	1,432.58
1000-71-71100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	30.25
1000-75-75100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	62.90
1000-75-75100-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	65.79
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1000-41-41100-514010-00000000-	CFN-11908	FUELING TRANS DATED 032722	73655	04/01/2022	3,983.53
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1000-12-12100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	30.21
1000-14-14100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	500.94
1000-15-15100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	63.24
1000-30-30100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	49.84
1000-30-30100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	53.27

1000-41-41100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	60.15
1000-41-41100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	168.07
1000-41-41100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	435.45
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1000-42-42100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	91.43
1000-42-42100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	1,075.46
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1000-52-52100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	60.15
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1000-53-53400-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	42.96
1000-55-55100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	50.87
1000-55-55100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	53.27
1000-55-55300-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	1,237.75
1000-55-55400-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	1,121.92
1000-70-70200-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	245.39
1000-71-71100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	166.69
1000-71-71100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	185.94
1000-74-74100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	33.34
1000-75-75100-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	103.80
1000-51-00000-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	178.03
1000-72-00000-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	469.08
1000-14-14100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	182.80
1000-30-30100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	35.40
1000-30-30100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	35.72
1000-30-30100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	136.40
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1000-41-41100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	109.41
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1000-42-42100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	198.50
1000-42-42100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	1,371.33
1000-50-00000-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	253.50
1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	2.89
1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	98.47
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1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	262.50
1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	345.03
1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	353.58
1000-52-52100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	940.40
1000-53-53400-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	60.16
1000-55-55100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	161.51
1000-55-55300-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	1,385.69
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1000-70-70200-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	147.36
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1000-73-73100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	62.43
1000-74-74100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	60.50
1000-74-74100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	72.01
1000-75-75100-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	344.75
1000-72-00000-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	187.57

1000-00-00000-610039-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	61.26
1000-12-12100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	26.66
1000-14-14100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	417.98
1000-30-30100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	34.91
1000-30-30100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	73.32
1000-41-41100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	190.74
1000-41-41100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	522.91
1000-41-41100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	577.15
1000-41-41100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	5,067.12
1000-42-42100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	12.70
1000-42-42100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	110.45
1000-42-42100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	1,231.75
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1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	239.97
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	273.81
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	357.95
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	386.60
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	486.67
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	540.83
1000-52-52100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	582.50
1000-53-53100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	36.50
1000-53-53200-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	141.60
1000-53-53400-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	110.22
1000-55-55300-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	2,282.17
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1000-71-71100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	44.44
1000-71-71100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	135.85
1000-73-73100-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	39.04
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1000-51-00000-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	188.79
1000-72-00000-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	345.68
1000-51-00000-514010-00000000-	INV-184392	BLANKET PO FOR GASOLINE FOR MAPLE HILL CEMETERY	73782	04/05/2022	1,059.72
1000-12-12100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	39.86
1000-14-14100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	185.93
1000-30-30100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	176.67
1000-41-41100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	46.67
1000-41-41100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	74.58
1000-41-41100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	336.91
1000-41-41100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	3,823.88
1000-42-42100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	45.41
1000-42-42100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	950.51
1000-50-00000-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	101.31
1000-52-52100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	60.78
1000-52-52100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	74.22
1000-52-52100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	85.95
1000-52-52100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	168.28
1000-52-52100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	185.26
1000-53-53200-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	125.78
1000-53-53400-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	82.03
1000-55-55100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	55.56
1000-55-55300-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	1,662.76
1000-55-55400-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	704.36
1000-70-70200-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	25.48
1000-71-71100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	65.69
1000-75-75100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	98.69
1000-75-75100-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	159.63

1000-72-00000-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	181.00
1000-00-00000-610039-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	63.04
1000-12-12100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	37.82
1000-15-15100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	71.24
1000-30-30100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	33.73
1000-30-30100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	45.07
1000-30-30100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	124.50
1000-41-41100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	41.29
1000-41-41100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	134.30
1000-41-41100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	328.45
1000-41-41100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	452.93
1000-41-41100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	4,335.04
1000-42-42100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	63.04
1000-42-42100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	139.32
1000-42-42100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	582.42
1000-50-00000-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	248.70
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	30.25
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	32.74
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	36.55
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	61.27
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	62.72
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	160.75
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	197.31
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	210.88
1000-52-52100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	212.77
1000-53-53200-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	48.86
1000-53-53400-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	156.03
1000-55-55100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	126.40
1000-55-55300-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	415.76
1000-55-55400-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	474.22
1000-70-70200-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	72.19
1000-71-71100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	82.25
1000-71-71100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	186.60
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1000-74-74100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	90.46
1000-75-75100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	31.52
1000-75-75100-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	74.10
1000-43-00000-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	46.96
1000-72-00000-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	185.66
1000-41-41100-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	82.02
1000-41-41100-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	383.56
1000-41-41100-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	3,922.84
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1000-53-53200-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	48.09
1000-53-53400-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	49.66
1000-71-71100-514010-00000000-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	59.40
1000-30-30100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	57.52
1000-41-41100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	32.05
1000-41-41100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	261.91
1000-41-41100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	3,173.19
1000-42-42100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	373.44
1000-71-71100-514010-00000000-	CFN-12219	FUELING TRANS DATED 040322	73782	04/07/2022	45.26
1000-12-12100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	32.68
1000-14-14100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	79.69
1000-15-15100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	117.79
1000-30-30100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	46.17
1000-41-41100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	55.60
1000-41-41100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	227.61
1000-41-41100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	448.57
1000-41-41100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	4,346.71
1000-42-42100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	23.57
1000-42-42100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	68.18

1000-42-42100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	1,340.45
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1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	20.20
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	21.35
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	107.56
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	125.59
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	278.24
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	316.93
1000-52-52100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	439.37
1000-53-53200-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	134.75
1000-53-53400-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	49.64
1000-55-55100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	49.00
1000-55-55100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	49.33
1000-55-55300-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	2,100.29
1000-55-55400-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	1,249.48
1000-70-70200-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	65.34
1000-71-71100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	37.70
1000-71-71100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	407.61
1000-73-73100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	56.85
1000-74-74100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	55.91
1000-75-75100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	45.54
1000-75-75100-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	170.79
1000-51-00000-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	59.84
1000-72-00000-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	296.82
1000-14-14100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	378.58
1000-30-30100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	36.30
1000-41-41100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	47.91
1000-41-41100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	105.98
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1000-41-41100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	376.30
1000-41-41100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	4,137.19
1000-42-42100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	20.62
1000-42-42100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	183.72
1000-42-42100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	950.19
1000-50-00000-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	181.49
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	62.19
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	66.63
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	70.12
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	103.76
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	130.22
1000-52-52100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	197.47
1000-53-53400-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	93.64
1000-55-55100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	126.06
1000-55-55300-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	781.11
1000-55-55400-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	1,210.49
1000-70-70200-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	167.64
1000-71-71100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	53.62
1000-74-74100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	41.25
1000-75-75100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	150.72
1000-75-75100-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	152.69
1000-72-00000-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	285.89
1000-14-14100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	463.59
1000-15-15100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	127.30
1000-30-30100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	31.34
1000-41-41100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	380.09
1000-41-41100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	388.02
1000-41-41100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	4,221.86
1000-42-42100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	102.16
1000-42-42100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	1,281.81
1000-50-00000-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	166.10
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	21.84
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	47.01

1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	78.01
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	111.24
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	192.70
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	323.15
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	337.77
1000-52-52100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	338.36
1000-53-53400-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	47.64
1000-53-53400-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	49.83
1000-55-55100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	57.04
1000-55-55300-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	2,057.00
1000-55-55400-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	1,447.36
1000-71-71100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	62.05
1000-71-71100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	137.97
1000-74-74100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	26.64
1000-75-75100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	94.00
1000-75-75100-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	240.05
1000-72-00000-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	278.85
1000-14-14100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	167.09
1000-30-30100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	27.75
1000-30-30100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	29.56
1000-30-30100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	43.34
1000-30-30100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	44.64
1000-41-41100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	128.46
1000-41-41100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	307.79
1000-41-41100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	375.94
1000-41-41100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	4,789.12
1000-42-42100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	12.06
1000-42-42100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	87.16
1000-42-42100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	1,191.63
1000-50-00000-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	168.59
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	53.98
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	73.02
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	74.19
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	86.07
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	107.66
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	111.05
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	155.64
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	253.05
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	293.23
1000-52-52100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	309.36
1000-53-53400-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	53.09
1000-55-55100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	43.43
1000-55-55100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	102.84
1000-55-55300-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	1,694.74
1000-55-55400-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	1,210.41
1000-70-70200-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	66.05
1000-71-71100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	102.55
1000-71-71100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	291.35
1000-74-74100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	44.64
1000-74-74100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	82.04
1000-75-75100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	77.17
1000-75-75100-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	88.07
1000-72-00000-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	206.90
1000-12-12100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	12.06
1000-14-14100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	153.70
1000-30-30100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	35.99
1000-41-41100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	41.09
1000-41-41100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	91.35
1000-41-41100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	364.12
1000-41-41100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	379.68
1000-41-41100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	4,535.91
1000-42-42100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	18.00

1000-42-42100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	147.19
1000-42-42100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	771.90
1000-50-00000-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	72.58
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	35.99
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	133.64
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	150.23
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	169.74
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	173.84
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	185.50
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	439.33
1000-52-52100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	549.76
1000-53-53200-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	197.21
1000-53-53400-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	138.58
1000-55-55100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	102.56
1000-55-55300-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	213.97
1000-55-55400-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	391.46
1000-70-70200-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	111.90
1000-71-71100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	53.38
1000-71-71100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	113.63
1000-73-73100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	50.68
1000-74-74100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	39.00
1000-75-75100-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	239.15
1000-72-00000-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	214.14
1000-30-30100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	43.40
1000-41-41100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	111.62
1000-41-41100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	171.99
1000-41-41100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	3,490.10
1000-42-42100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	714.25
1000-53-53200-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	53.95
1000-71-71100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	27.89
1000-71-71100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	63.58
1000-75-75100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	1.20
1000-75-75100-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	80.70
1000-30-30100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	43.79
1000-41-41100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	70.48
1000-41-41100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	413.58
1000-41-41100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	3,651.92
1000-42-42100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	460.37
1000-52-52100-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	63.88
1000-53-53400-514010-00000000-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	61.18
1000-14-14100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	375.65
1000-30-30100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	33.75
1000-30-30100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	39.26
1000-30-30100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	86.18
1000-41-41100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	41.10
1000-41-41100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	47.85
1000-41-41100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	161.96
1000-41-41100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	307.12
1000-41-41100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	3,672.91
1000-42-42100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	77.56
1000-42-42100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	84.59
1000-42-42100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	1,063.46
1000-50-00000-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	254.89
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	39.26
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	81.58
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	92.30
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	97.85
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	124.54
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	139.93
1000-52-52100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	145.17
1000-53-53200-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	54.68
1000-53-53400-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	16.26

	1000-55-55100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	54.29
	1000-55-55300-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	2,660.29
	1000-55-55400-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	1,491.49
	1000-70-70200-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	67.17
	1000-71-71100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	108.57
	1000-74-74100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	32.42
	1000-75-75100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	3.68
	1000-75-75100-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	124.91
	1000-51-00000-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	48.43
	1000-72-00000-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	207.32
	1000-00-00000-610039-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	79.87
	1000-12-12100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	41.40
	1000-14-14100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	200.64
	1000-15-15100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	188.97
	1000-30-30100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	29.88
	1000-41-41100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	36.37
	1000-41-41100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	70.70
	1000-41-41100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	147.92
	1000-41-41100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	314.08
	1000-41-41100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	3,770.00
	1000-42-42100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	28.09
	1000-42-42100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	60.63
	1000-42-42100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	984.78
	1000-50-00000-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	232.13
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	79.87
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	102.31
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	107.72
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	110.27
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	164.38
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	263.19
	1000-52-52100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	318.66
	1000-53-53200-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	56.60
	1000-53-53400-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	121.56
	1000-55-55100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	49.38
	1000-55-55300-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	1,669.44
	1000-55-55400-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	1,022.41
	1000-71-71100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	293.79
	1000-73-73100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	56.48
	1000-74-74100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	59.75
	1000-75-75100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	78.06
	1000-75-75100-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	165.08
	1000-51-00000-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	44.18
	1000-72-00000-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	250.87
	Total Paid by Vendor					**228,551.05**
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41100-515370-00000000-	04202022	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	74081	04/12/2022	12,500.00
	Total Paid by Vendor					**12,500.00**
EDKO LLC	1000-52-52600-515370-00000000-	360028	BLUE LINE DITCH SPRAY - 1ST APPLICATION	73656	04/04/2022	22,000.00
	Total Paid by Vendor					**22,000.00**
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJEDGE 4/5/22 AFT	SUB JUDGE FOR MUNI. CRT. ON 4/5/22-AFT	73918	04/08/2022	315.00
	Total Paid by Vendor					**315.00**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	468878	BLANKET P.O. FOR SCBA AND AIR COMPRESSOR MAINTENA	73919	04/11/2022	367.45
	Total Paid by Vendor					**367.45**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 220320	RSA-1 CONTRIBUTIONS WARR 220320	73394	03/28/2022	6,656.76
	1000-00-00000-210270-00000000-	RSA-1 CONTR 220403	RSA-1 CONTRIBUTIONS WARR 220403	73887	04/11/2022	44,616.76
	Total Paid by Vendor					**51,273.52**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	2204347	PUBLIC WORKS HOT WATER PRESSURE WASHER REPAIR	74082	04/12/2022	363.00
	Total Paid by Vendor					**363.00**
ERIN ATKINS	1000-43-00000-515043-00000000-	67	FOR IND. DEF. SERV. FOR 11157322	73657	04/04/2022	315.00
	Total Paid by Vendor					**315.00**
ETOWAH CHEMICAL SALES	1000-55-55400-515340-00000000-	609247	APACHE SOAP FOR TRUCK WASH	73566	03/29/2022	825.00
	Total Paid by Vendor					**825.00**
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	20371	BLANKET - OUTSIDE LEGAL SERVICES	73787	04/05/2022	6,227.50

	1000-18-00000-515372-00000000-	20372	BLANKET - OUTSIDE LEGAL SERVICES	73787	04/05/2022	5,667.50
	Total Paid by Vendor					**11,895.00**
FASTENAL COMPANY	1000-75-75300-515340-00000000-	ALMAD230627	CORDLESS IMPACT WRENCH	73788	04/06/2022	838.95
	Total Paid by Vendor					**838.95**
FBI NATIONAL ACADEMY ASSOCIATES INC	1000-41-41100-515790-00000000-	2022 FBINAA	2022 FBINAA REGISTRATIONS - GILES & IZZO	73789	04/07/2022	550.00
	Total Paid by Vendor					**550.00**
FEDEX	1000-41-41100-515340-00000000-	261305	OVERNIGHT MAIL SERVICE	PCard	04/04/2022	17.21
	Total Paid by Vendor					**17.21**
FIRST STOP INC	1000-00-00000-610045-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73790	04/05/2022	37,469.00
	Total Paid by Vendor					**37,469.00**
FLEET FUELING	1000-41-41100-514010-00000000-	79828006	MONTHLY FUEL CHARGES - BLANKET PO	73921	04/07/2022	872.39
	Total Paid by Vendor					**872.39**
GALLS LLC	1000-42-42100-515670-00000000-	OR19580999	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73660	04/01/2022	799.85
	1000-42-42100-515670-00000000-	OR19515832	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73660	04/01/2022	799.70
	1000-42-42100-515670-00000000-	OR19584067	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73660	04/01/2022	799.97
	1000-41-41100-515670-00000000-	GALLS MAR 22	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	46,597.77
	1000-41-41100-515670-00000000-	020770614	BIKE PATROL UNIFORMS	73660	04/04/2022	105.08
	1000-41-41304-515670-00000000-	020798912	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	43.54
	1000-41-41304-515670-00000000-	020698333	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	71.84
	1000-41-41304-515670-00000000-	020676909	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	35.92
	1000-41-41304-515670-00000000-	020641919	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	71.48
	1000-41-41304-515670-00000000-	020641902	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	120.24
	1000-41-41304-515670-00000000-	020595182	COMMUNICATIONS UNIFORM ALLOWANCE BLANKET PO	73660	04/04/2022	79.80
	1000-41-41100-515670-00000000-	020619114	BOMB SQUAD CALL-OUT UNIFORMS	73660	04/04/2022	39.75
	1000-41-41100-515670-00000000-	020637429	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	73660	04/04/2022	14.25
	1000-41-41100-515670-00000000-	020630319	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	73660	04/04/2022	6.25
	1000-41-41100-515670-00000000-	020573536	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	73660	04/04/2022	703.56
	1000-41-41100-515670-00000000-	020585054	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	73660	04/04/2022	26.75
	1000-41-41100-515670-00000000-	020594973	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	73660	04/04/2022	92.92
	1000-41-41100-515670-00000000-	02666330	BOMB SQUAD SHIRTS/PATCHES	73660	04/04/2022	125.00
	1000-41-41100-515670-00000000-	020781020	CADET PT GEAR	73660	04/04/2022	11.00
	1000-41-41100-515670-00000000-	020763974	CADET PT GEAR	73660	04/04/2022	35.00
	1000-41-41100-515670-00000000-	020666341	CADET PT GEAR	73660	04/04/2022	80.50
	1000-41-41306-515670-00000000-	020676061	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	236.05
	1000-41-41306-515670-00000000-	020682669	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	103.29
	1000-41-41306-515670-00000000-	020704550	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	103.01
	1000-41-41306-515670-00000000-	020721869	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	33.22
	1000-41-41306-515670-00000000-	020741103	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	30.70
	1000-41-41306-515670-00000000-	020802281	SAFETY PATROL NEW HIRE BLANKET PO	73660	04/04/2022	18.75
	1000-41-41100-515670-00000000-	020609722	IRT EQUIPMENT	73660	04/04/2022	162.00
	1000-41-41100-515670-00000000-	020666372	66TH SESSION CADETS- 1ST ORDER- BLANKET PO	73791	04/05/2022	365.34
	1000-42-42100-515670-00000000-	020093805	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73791	04/05/2022	(55.65)
	1000-42-42100-515670-00000000-	020325045	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73791	04/05/2022	(108.00)
	1000-42-42100-515670-00000000-	020313476	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73791	04/05/2022	(253.65)
	1000-41-41100-515670-00000000-	020615917	FY22 SWORN UNIFORM ALLOWANCE BLANKET PO	73791	04/05/2022	(89.37)
	1000-41-41306-515670-00000000-	GALLS MAR 22B	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	73791	04/05/2022	664.19
	1000-41-41306-515670-00000000-	GALLS JAN 22	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	74085	04/12/2022	1,347.12
	Total Paid by Vendor					**53,217.17**
GARRETT COYNE	1000-10-10200-515370-00000000-	2017	CONT. SERV. FOR HPD PREST. GRAFIC DESIGN	73433	03/28/2022	150.00
	1000-10-10200-515370-00000000-	2018	CONT. SERV. FOR HPD PREST. GRAFIC DESIGN	73433	03/28/2022	225.00
	Total Paid by Vendor					**375.00**
GEN-CO INC	1000-14-14300-513010-00000000-	21060.01	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	650.00
	1000-14-14300-513010-00000000-	21060.12	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	525.00
	1000-14-14300-513010-00000000-	21060.04	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	525.00
	1000-14-14300-513010-00000000-	21060.05	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	525.00
	1000-14-14300-513010-00000000-	21060.08	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	525.00
	1000-14-14300-513010-00000000-	21060.11	2022 BLANKET PO GENERATOR SERVICE	73571	03/29/2022	525.00
	1000-14-14300-513010-00000000-	21210	2022 BLANKET GENERATOR REPAIRS	73571	03/30/2022	445.00
	1000-14-14300-513010-00000000-	21060.03	2022 BLANKET PO GENERATOR SERVICE	73571	03/30/2022	525.00
	1000-14-14300-513010-00000000-	21060.07	2022 BLANKET PO GENERATOR SERVICE	73571	03/30/2022	525.00
	1000-14-14300-513010-00000000-	21060.02	2022 BLANKET PO GENERATOR SERVICE	73663	04/04/2022	650.00
	1000-14-14300-513010-00000000-	21060.10	2022 BLANKET PO GENERATOR SERVICE	73663	04/04/2022	525.00

	1000-14-14300-513010-00000000-	21259	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	279.00
	1000-14-14300-513010-00000000-	21258	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	279.00
	1000-14-14300-513010-00000000-	21256	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	1,156.60
	1000-14-14300-513010-00000000-	21249	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	259.00
	1000-14-14300-513010-00000000-	21242	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	259.00
	1000-14-14300-513010-00000000-	21241	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	826.60
	1000-14-14300-513010-00000000-	21248	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	359.00
	1000-14-14300-513010-00000000-	21243	2022 BLANKET GENERATOR REPAIRS	73793	04/06/2022	220.00
	1000-14-14300-513010-00000000-	21060.15	2022 BLANKET PO GENERATOR SERVICE	73924	04/11/2022	525.00
	1000-14-14300-513010-00000000-	21060.16	2022 BLANKET PO GENERATOR SERVICE	73924	04/11/2022	525.00
	1000-14-14300-513010-00000000-	21060.17	2022 BLANKET PO GENERATOR SERVICE	73924	04/11/2022	525.00
	1000-14-14300-513010-00000000-	21260	2022 BLANKET GENERATOR REPAIRS	73924	04/11/2022	1,156.60
	1000-14-14300-513010-00000000-	21060.09	2022 BLANKET PO GENERATOR SERVICE	74086	04/13/2022	525.00
	1000-14-14300-513010-00000000-	21060.06	2022 BLANKET PO GENERATOR SERVICE	74086	04/13/2022	525.00
	Total Paid by Vendor					**13,364.80**
GERALD L VINES	1000-43-00000-515370-00000000-	3926 1ST SESSION	INST. FOR DDC/AA25 CLASS ON 4/11/22 CLASS 3926 1ST	PCard	04/14/2022	120.00
	Total Paid by Vendor					**120.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	253878	TIRES	73438	03/29/2022	513.36
	1000-00-00000-140101-00000000-	0000026540	TIRES	73926	04/11/2022	657.86
	Total Paid by Vendor					**1,171.22**
GORRIE REGAN & ASSOCIATES	1000-17-17100-515070-00000000-	17517	FY22 BLANKET PO GORRIE REGAN INTERNET SERVICES PK	73927	04/08/2022	720.00
	Total Paid by Vendor					**720.00**
GOVERNORS CHOICE ANIMAL HOSPITAL INC	1000-50-00000-515162-00000000-	349956	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	60.00
	1000-50-00000-515164-00000000-	349956	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	250.00
	1000-50-00000-515163-00000000-	349795	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	640.00
	1000-50-00000-515163-00000000-	349796	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	1,770.00
	1000-50-00000-515162-00000000-	349182	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	130.00
	1000-50-00000-515164-00000000-	349182	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	74087	04/13/2022	250.00
	Total Paid by Vendor					**3,100.00**
GRACE MATTHEWS & DEBRO LLC	1000-16-16100-515370-00000000-	11193	HEARING OFFICER SER.-FORMAL DISC. HEARING	73662	04/01/2022	700.00
	Total Paid by Vendor					**700.00**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9326016156	GENERAL SERVICES STOCK ITEMS LITHONIA FIXTURES	73440	03/28/2022	13,906.12
	1000-75-75300-515340-00000000-	9326193097	ELECTRICAL ITEMS FOR MAINTENANCE	73929	04/07/2022	279.18
	Total Paid by Vendor					**14,185.30**
GREEN COVE PET HOSPITAL	1000-50-00000-515162-00000000-	235984	BLANKET/RABIES	74088	04/13/2022	10.00
	Total Paid by Vendor					**10.00**
HATCH HSV INC	1000-00-00000-610068-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867	73796	04/05/2022	45,000.00
	Total Paid by Vendor					**45,000.00**
HB NEXT CORPORATION	1000-52-52100-515370-00000000-	382290	TRAINING CLASS LM (BLANKET)	74091	04/13/2022	1,509.70
	Total Paid by Vendor					**1,509.70**
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	1200422099	HIGH CAP. TRANS. CONC. & CORRIDORS PLAN	73933	04/11/2022	15,061.08
	Total Paid by Vendor					**15,061.08**
HELEN MARIE FORD	1000-30-30200-515370-00000000-	H. FORD 033022	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	73799	04/05/2022	84.00
	Total Paid by Vendor					**84.00**
HILL LAWNMOWER & CHAINSAW CO	1000-52-52900-515340-00000000-	154537	VARIOUS SUPPLIES - HAYS (BLANKET)	73667	03/31/2022	87.99
	1000-52-52500-513010-00000000-	154146	OIL FOR TRUCKS - WEST MAINT	73667	03/31/2022	600.00
	1000-52-52900-515340-00000000-	153164	VARIOUS SUPPLIES - HAYS (BLANKET)	73667	04/04/2022	214.40
	1000-52-52900-515340-00000000-	153462	VARIOUS SUPPLIES - HAYS (BLANKET)	73667	04/04/2022	62.04
	1000-52-52500-515340-00000000-	154690	HEDGE TRIMMER - WEST MAINT	73800	04/06/2022	469.99
	1000-51-00000-515340-00000000-	155511	BLANKET PURCHASE ORDMOWER BELTS/MISC REPAIR ITEMS	73934	04/07/2022	38.16
	Total Paid by Vendor					**1,472.58**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	241750909	BLANKET FOR DOG AND CAT FOOD	73668	03/31/2022	228.50
	1000-50-00000-515160-00000000-	241887495	BLANKET FOR DOG AND CAT FOOD	73935	04/11/2022	29.42
	1000-50-00000-515160-00000000-	241850145	BLANKET FOR DOG AND CAT FOOD	73935	04/11/2022	166.32
	Total Paid by Vendor					**424.24**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	274294	BLANKET PURCHASE ORDER	73572	03/30/2022	68.70
	1000-42-42100-515340-00000000-	361255	BLANKET PURCHASE ORDER	73936	04/11/2022	54.96
	Total Paid by Vendor					**123.66**
HOME DEPOT USA INC	1000-41-41100-515340-00000000-	676267594	704 FIBER STREET NW - A. DAY 427-7174	73801	04/06/2022	10.28
	1000-30-30600-515340-00000000-	672862661	REPLACEMENT SHOWER CURTAINS & HOOKS	73801	04/06/2022	31.96
	1000-30-30600-515340-00000000-	677303968	REPLACEMENT SHOWER CURTAINS & HOOKS	73801	04/06/2022	367.29
	1000-14-14310-515310-00000000-	678649526	GENERAL SERVICE JANITORIAL SUPPLIES	73937	04/08/2022	778.50

	1000-42-42200-515310-00000000-	675230031	BROOMS AND HANDLES - PUNCHOUT	74092	04/12/2022	27.60
	Total Paid by Vendor					**1,215.63**
HON GROUP	1000-41-41100-515340-00000000-	1705630	REPLACEMENT CHAIRS FOR PSC (WHEELER AVE)	73938	04/08/2022	905.76
	1000-41-41204-515340-00000000-	1712040	REPLACEMENT CHAIRS FOR CID	74093	04/12/2022	1,096.50
	Total Paid by Vendor					**2,002.26**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52500-513010-00000000-	27810	SEED FOR RESEARCH - WEST MAINT	73574	03/29/2022	659.85
	1000-52-52700-513010-00000000-	27815	HERBICIDE CHEMICALS FOR SPECIAL EVENTS	73670	04/01/2022	1,349.50
	1000-52-52600-513010-00000000-	27783	FERTILIZER FOR CROSS COUNTRY - SPORTS	73670	04/04/2022	2,078.40
	Total Paid by Vendor					**4,087.75**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-610099-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73802	04/05/2022	27,500.00
	Total Paid by Vendor					**27,500.00**
HUNTSVILLE EMERGENCY MEDICAL SERVICES INC	1000-00-00000-610038-00000000-	FY22 REQ 3	SPECIAL APPROPRIATION - ORD 21-867	74094	04/14/2022	14,090.38
	Total Paid by Vendor					**14,090.38**
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND. DEF. SER. 3/22	IND. DEF. SER. 3/22	73573	03/29/2022	43,500.00
	Total Paid by Vendor					**43,500.00**
HUNTSVILLE PUBLIC LIBRARY	1000-00-00000-633960-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73805	04/05/2022	1,250,000.00
	Total Paid by Vendor					**1,250,000.00**
HUNTSVILLE SYMPHONY ORCHESTRA ASSOCIATION	1000-00-00000-610097-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73808	04/05/2022	28,627.00
	Total Paid by Vendor					**28,627.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO99269	COM TX 032522/RO99269	73672	04/01/2022	125.00
	1000-15-15100-513030-00000000-	RO99269	COM TX 032522/RO99269	73672	04/01/2022	186.70
	Total Paid by Vendor					**311.70**
HUNTSVILLE UTILITIES	1000-53-53200-515700-PK1010XX-	2110100173790322E	ELECTRIC USAGE FOR GARAGES (BLANKET)	73445	03/28/2022	61.80
	1000-53-53200-515700-PK1057XX-	2110100173790322S	SPRINKLER USAGE FOR GARAGES (BLANKET)	73445	03/28/2022	57.68
	1000-53-53200-515700-PK1055XX-	2110100704510322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73445	03/28/2022	158.33
	1000-53-53200-515700-PK1040XX-	2110100161900322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73445	03/28/2022	2,337.08
	1000-53-53200-515700-PK1051XX-	2210103669500322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73445	03/28/2022	1,347.34
	1000-53-53200-515700-PK1051XX-	221010366952	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73445	03/28/2022	676.08
	1000-53-53200-515700-PK1020XX-	2110100708360322	SPRINKLER USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	57.68
	1000-53-53200-515700-PK1040XX-	2110100162110322	SPRINKLER USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	57.68
	1000-53-53200-515700-PK1020XX-	2110100159650322	SPRINKLER USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	57.68
	1000-53-53200-515700-PK1060XX-	2210101320470322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	5.05
	1000-53-53200-515700-PK1020XX-	2110100158330322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	4,770.24
	1000-53-53200-515700-PK1060XX-	2210101320480322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73575	03/30/2022	2,740.71
	1000-53-53200-515700-PK1051XX-	2210103669480322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	57.68
	1000-53-53200-515700-PK1051XX-	221103669440322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	157.00
	1000-53-53200-515700-PK1051XX-	2210103669510322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	63.03
	1000-53-53200-515700-PK1051XX-	2210103669400322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	20.98
	1000-53-53200-515700-PK1051XX-	2210103669460322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	537.91
	1000-53-53200-515700-PK1051XX-	2210103669430322	ELECTRIC USAGE FOR GARAGE "D" (BLANKET)	73575	03/30/2022	12.34
	1000-14-14300-513010-00000000-	4110100101130322	MAYFAIR PARK -WOOD POLE WO#153124	73575	03/30/2022	518.43
	1000-53-53200-515700-PK1010XX-	211010010035 0322	ELECTRIC USAGE FOR GARAGES (BLANKET)	73673	04/04/2022	12.34
	1000-14-14100-515700-00000000-	3110100100000422	2022 BLANKET - HSV UTILITIES CUST#1101005008	74096	04/13/2022	384,788.23
	Total Paid by Vendor					**398,495.29**
HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	1000-00-00000-610085-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73806	04/05/2022	103,750.00
	Total Paid by Vendor					**103,750.00**
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	221-010	MINUTES FOR COUNCIL MEETINGS BLANKET PO	73712	03/31/2022	1,350.00
	1000-18-00000-515372-00000000-	221-009	BLANKET - OUTSIDE LEGAL SERVICES	73712	03/31/2022	350.00
	Total Paid by Vendor					**1,700.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-52-52500-515340-00000000-	52918	SAFETY GLASSES FOR WEST MAINT	73446	03/28/2022	76.80
	1000-52-52700-515340-00000000-	52887	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73446	03/28/2022	143.36
	1000-52-52200-515340-00000000-	52837	FORESTRY/HORTICULTURE (BLANKET PO)	73446	03/28/2022	544.22
	1000-52-52900-515520-00000000-	52826	OGT EVENTS (BLANKET PO)	73446	03/28/2022	35.92
	1000-52-52500-515340-00000000-	52854	SUPPLIES FOR WEST MAINTENANCE (BLANKET PO)	73446	03/28/2022	779.32
	1000-55-55400-515340-00000000-	52814	FY22 PWS MAINT/CONST BID ITEMS	73446	03/28/2022	16.49
	1000-55-55300-515340-00000000-	52816	FY22 PWS ALL MATERIAL (BLANKET PO)	73446	03/28/2022	52.11
	1000-55-55300-515340-00000000-	52216	FY22 PWS ALL MATERIAL (BLANKET PO)	73578	03/30/2022	265.58
	1000-55-55300-515340-00000000-	52908	FY22 PWS ALL MATERIAL (BLANKET PO)	73578	03/30/2022	130.92
	1000-55-55300-515340-00000000-	52886	FY22 PWS ALL MATERIAL (BLANKET PO)	73578	03/30/2022	63.70
	1000-55-55300-515340-00000000-	52842	FY22 PWS ALL MATERIAL (BLANKET PO)	73578	03/30/2022	18.33
	1000-55-55400-515340-00000000-	52723	FY22 PWS MAINT/CONST BID ITEMS	73578	03/30/2022	140.00
	1000-55-55300-515340-00000000-	52746	FY22 PWS ALL MATERIAL (BLANKET PO)	73578	03/30/2022	170.11

		1000-52-52300-515340-00000000-	52855	SPARKLE/CENTRAL (BLANKET PO)	73677	04/01/2022	408.00
		1000-55-55400-515340-00000000-	52849	FY22 PWS MAINT/CONST BID ITEMS	73677	04/01/2022	131.92
		1000-55-55400-515340-00000000-	52827	FY22 PWS MAINT/CONST BID ITEMS	73677	04/01/2022	22.13
		1000-55-55300-515340-00000000-	52717	FY22 PWS ALL MATERIAL (BLANKET PO)	73677	04/01/2022	728.52
		1000-52-52700-515340-00000000-	52952	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73677	04/04/2022	18.99
		1000-52-52600-515340-00000000-	53000	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	73677	04/04/2022	417.50
		1000-52-52600-515340-00000000-	52959	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	73677	04/04/2022	744.00
		1000-52-52600-515340-00000000-	53024	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	73677	04/04/2022	64.92
		1000-52-52900-515520-00000000-	53014	OGT EVENTS (BLANKET PO)	73677	04/04/2022	96.60
		1000-52-52700-515340-00000000-	53002	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73677	04/04/2022	102.88
		1000-55-55300-515340-00000000-	53037	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	263.56
		1000-55-55300-515340-00000000-	52971	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	577.56
		1000-55-55300-515340-00000000-	53013	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	8.97
		1000-55-55300-515340-00000000-	52970	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	195.79
		1000-55-55300-515340-00000000-	52951	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	374.74
		1000-55-55300-515340-00000000-	52894	FY22 PWS ALL MATERIAL (BLANKET PO)	73945	04/07/2022	41.39
		1000-55-55400-515340-00000000-	52893	FY22 PWS MAINT/CONST BID ITEMS	73945	04/07/2022	26.85
		1000-55-55400-515340-00000000-	53038	FY22 PWS MAINT/CONST BID ITEMS	73945	04/07/2022	22.75
		1000-52-52900-515520-00000000-	53160	OGT EVENTS (BLANKET PO)	73945	04/11/2022	27.96
		1000-52-52700-515340-00000000-	53091	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73945	04/11/2022	116.61
		1000-52-52700-515340-00000000-	53103	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73945	04/11/2022	129.62
		1000-52-52500-515340-00000000-	53112	SUPPLIES FOR WEST MAINTENANCE (BLANKET PO)	73945	04/11/2022	512.32
		1000-55-55400-515340-00000000-	52956	FY22 PWS MAINT/CONST BID ITEMS	73945	04/11/2022	78.48
		1000-55-55300-515340-00000000-	53129	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	04/14/2022	98.18
		1000-55-55300-515340-00000000-	53101	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	04/14/2022	306.10
		1000-55-55300-515340-00000000-	53099	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	04/14/2022	34.10
		1000-55-55300-515340-00000000-	53128	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	04/14/2022	773.10
		1000-55-55300-515340-00000000-	53095	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	04/14/2022	61.97
		1000-55-55400-515340-00000000-	53092	FY22 PWS MAINT/CONST BID ITEMS	PCard	04/14/2022	65.96
		Total Paid by Vendor					**8,888.33**
	INTER MOUNTAIN LABORATORIES INC	1000-73-73200-515370-00000000-	540189832	RE-CERTIFICATION FOR QA AIR QUALITY STANDARDS	73447	03/28/2022	658.86
		1000-73-73200-515370-00000000-	540189410	RE-CERTIFICATION FOR QA AIR QUALITY STANDARDS	73679	04/01/2022	1,277.07
		Total Paid by Vendor					**1,935.93**
	INTERGRAPH CORPORATION	1000-17-17100-515250-00000000-	S22-0001159	SOLE SOURCE PD ILEADS 1 YEAR MTCE. FOR POLICE	74099	04/12/2022	43,622.28
		Total Paid by Vendor					**43,622.28**
	JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-443581	2022 BLANKET PO REPAIRS HONEYWELL	74100	04/12/2022	270.00
		Total Paid by Vendor					**270.00**
	JAMES MONAGHAN	1000-14-14300-513010-00000000-	4902	2022 BLANKET -REPAIRS	90000161	04/06/2022	1,990.00
		Total Paid by Vendor					**1,990.00**
	JAMES R HALL	1000-41-41100-515340-00000000-	55859	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	55858	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	56210	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	55833	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	55835	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	56209	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	55834	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	49947	TOWING & IMPOUNDMENT FEES	74008	04/07/2022	50.00
		1000-41-41100-515340-00000000-	51830	TOWING & IMPOUNDMENT FEES	74000	04/07/2022	35.00
		1000-41-41100-515340-00000000-	56197	TOWING & IMPOUNDMENT FEES	74000	04/07/2022	35.00
		1000-41-41100-515340-00000000-	56200	TOWING & IMPOUNDMENT FEES	74000	04/07/2022	35.00
		1000-41-41100-515340-00000000-	55117	TOWING & IMPOUNDMENT FEES	74004	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54375	COM TX 040422/54375	74007	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54411	COM TX 040422/54411	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54416	COM TX 040422/54416	74008	04/08/2022	350.00
		1000-15-15100-513030-00000000-	54428	COM TX 040422/54428	74008	04/08/2022	85.00
		1000-15-15100-513030-00000000-	54430	COM TX 040422/54430	74008	04/08/2022	85.00
		1000-15-15100-513030-00000000-	54507	COM TX 040422/54507	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54508	COM TX 040422/54508	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54542	COM TX 040422/54542	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54835	COM TX 040422/54835	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54836	COM TX 040422/54836	74006	04/08/2022	35.00
		1000-15-15100-513030-00000000-	54837	COM TX 040422/54837	74006	04/08/2022	35.00

1000-15-15100-513030-00000000-	54839	COM TX 040422/54839	74008	04/08/2022	75.00
1000-15-15100-513030-00000000-	54840	COM TX 040422/54840	74006	04/08/2022	35.00
1000-15-15100-513030-00000000-	54845	COM TX 040422/54845	74006	04/08/2022	35.00
1000-15-15100-513030-00000000-	54851	COM TX 040422/54851	74006	04/08/2022	35.00
1000-15-15100-513030-00000000-	54860	COM TX 040422/54860	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	54861	COM TX 040422/54861	74003	04/08/2022	35.00
1000-15-15100-513030-00000000-	54862	COM TX 040422/54862	74003	04/08/2022	35.00
1000-15-15100-513030-00000000-	54879	COM TX 040422/54879	74003	04/08/2022	35.00
1000-15-15100-513030-00000000-	54880	COM TX 040422/54880	74003	04/08/2022	35.00
1000-15-15100-513030-00000000-	54915	COM TX 040422/54915	74003	04/08/2022	35.00
1000-15-15100-513030-00000000-	55411	COM TX 040422/55411	74008	04/08/2022	85.00
1000-15-15100-513030-00000000-	55412	COM TX 040422/55412	74005	04/08/2022	35.00
1000-15-15100-513030-00000000-	55415	COM TX 040422/55415	74005	04/08/2022	35.00
1000-15-15100-513030-00000000-	55416	COM TX 040422/55416	74005	04/08/2022	35.00
1000-15-15100-513030-00000000-	55420	COM TX 040422/55420	74008	04/08/2022	8.00
1000-15-15100-513030-00000000-	55420	COM TX 040422/55420	74008	04/08/2022	35.00
1000-15-15100-513030-00000000-	55467	COM TX 040422/55467	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55469	COM TX 040422/55469	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55480	COM TX 040422/55480	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55482	COM TX 040422/55482	74008	04/08/2022	350.00
1000-15-15100-513030-00000000-	55486	COM TX 040422/55486	74008	04/08/2022	85.00
1000-15-15100-513030-00000000-	55487	COM TX 040422/55487	74008	04/08/2022	85.00
1000-15-15100-513030-00000000-	55488	COM TX 040422/55488	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55854	COM TX 040422/55854	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55856	COM TX 040422/55856	74002	04/08/2022	35.00
1000-15-15100-513030-00000000-	55861	COM TX 040422/55861	74008	04/08/2022	75.00
1000-15-15100-513030-00000000-	55864	COM TX 040422/55864	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	55910	COM TX 040422/55910	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	55919	COM TX 040422/55919	74008	04/08/2022	4.00
1000-15-15100-513030-00000000-	55919	COM TX 040422/55919	74008	04/08/2022	35.00
1000-15-15100-513030-00000000-	55931	COM TX 040422/55931	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	55943	COM TX 040422/55943	74008	04/08/2022	350.00
1000-15-15100-513030-00000000-	55949	COM TX 040422/55949	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	55950	COM TX 040422/55950	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	55976	COM TX 040422/55976	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	56158	COM TX 040422/56158	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	56163	COM TX 040422/56163	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	56164	COM TX 040422/56164	74000	04/08/2022	35.00
1000-15-15100-513030-00000000-	56169	COM TX 040422/56169	74008	04/08/2022	2.00
1000-15-15100-513030-00000000-	56169	COM TX 040422/56169	74008	04/08/2022	35.00
1000-15-15100-513030-00000000-	56170	COM TX 040422/56170	74008	04/08/2022	2.00
1000-15-15100-513030-00000000-	56170	COM TX 040422/56170	74008	04/08/2022	35.00
1000-15-15100-513030-00000000-	56179	COM TX 040422/56179	74001	04/08/2022	35.00
1000-15-15100-513030-00000000-	54414	COM TX 040622/54414	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54415	COM TX 040622/54415	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54418	COM TX 040622/54418	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54423	COM TX 040622/54423	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54424	COM TX 040622/54424	74133	04/11/2022	85.00
1000-15-15100-513030-00000000-	54431	COM TX 040622/54431	74133	04/11/2022	85.00
1000-15-15100-513030-00000000-	54467	COM TX 040622/54467	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54471	COM TX 040622/54471	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54473	COM TX 040622/54473	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54486	COM TX 040622/54486	74131	04/11/2022	35.00
1000-15-15100-513030-00000000-	54488	COM TX 040622/54488	74133	04/11/2022	85.00
1000-15-15100-513030-00000000-	54491	COM TX 040622/54491	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54494	COM TX 040622/54494	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54496	COM TX 040622/54496	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54512	COM TX 040622/54512	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54531	COM TX 040622/54531	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54532	COM TX 040622/54532	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54535	COM TX 040622/54535	74132	04/11/2022	35.00
1000-15-15100-513030-00000000-	54557	COM TX 040622/54557	74132	04/11/2022	35.00

	1000-15-15100-513030-00000000-	54558	COM TX 040622/54558	74132	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54561	COM TX 040622/54561	74132	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54573	COM TX 040622/54573	74131	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54575	COM TX 040622/54575	74131	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54577	COM TX 040622/54577	74131	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54910	COM TX 040622/54910	74131	04/11/2022	35.00
	1000-15-15100-513030-00000000-	54976	COM TX 040622/54976	74131	04/11/2022	35.00
	1000-15-15100-513030-00000000-	55014	COM TX 040622/55014	74133	04/11/2022	35.00
	1000-15-15100-513030-00000000-	55015	COM TX 040622/55015	74133	04/11/2022	35.00
	1000-15-15100-513030-00000000-	55473	COM TX 040622/55473	74133	04/11/2022	35.00
	1000-71-71100-514010-00000000-	55983	COM TX 040622/55983	74133	04/11/2022	35.00
	1000-15-15100-513030-00000000-	56220	COM TX 040622/56220	74133	04/11/2022	350.00
	1000-15-15100-513030-00000000-	56227	COM TX 040622/56227	74133	04/11/2022	35.00
	Total Paid by Vendor					**5,166.00**
JE WEINEL INC	1000-42-42100-515340-00000000-	INV214952	ROPE BAGS FOR RIT	73705	04/04/2022	159.35
	Total Paid by Vendor					**159.35**
JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUDGE 4/11/22 AM	SUBJUDGE MUN CT 4/11/22 AM DOCKET	PCard	04/14/2022	150.00
	1000-43-00000-515370-00000000-	SUBJUDGE 4/11/22 AFT	SUBJUDGE MUN CT 4/11/22 AFT DOCKET	PCard	04/14/2022	300.00
	Total Paid by Vendor					**450.00**
JOSHUA A PATRICK	1000-19-00000-515190-00000000-	FY22-032	SETTLEMENT OF CLAIM FY22-032	73814	04/05/2022	17,594.16
	Total Paid by Vendor					**17,594.16**
KATHERINE ELIZABETH WALKER	1000-19-00000-515190-00000000-	CLAIM SET. FY22-049	SETTLEMENT OF CLAIM FY22-049	74101	04/13/2022	938.66
	Total Paid by Vendor					**938.66**
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K. JUDAH 033022	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	73815	04/05/2022	63.00
	Total Paid by Vendor					**63.00**
KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	199719	COM TX 032322/199719	73449	03/28/2022	130.00
	1000-15-15100-513030-00000000-	199720	COM TX 032322/199720	73449	03/28/2022	95.00
	1000-15-15100-513030-00000000-	199721	COM TX 032322/199721	73449	03/28/2022	2.00
	1000-15-15100-513030-00000000-	199721	COM TX 032322/199721	73449	03/28/2022	85.00
	1000-15-15100-513030-00000000-	199721	COM TX 032322/199721	73449	03/28/2022	134.40
	1000-15-15100-513030-00000000-	199805	COM TX 032322/199805	73449	03/28/2022	160.00
	1000-15-15100-513030-00000000-	199805	COM TX 032322/199805	73449	03/28/2022	756.00
	1000-15-15100-513030-00000000-	199806	COM TX 032322/199806	73449	03/28/2022	228.00
	1000-15-15100-513030-00000000-	199806	COM TX 032322/199806	73449	03/28/2022	1,572.00
	1000-15-15100-513030-00000000-	199809	COM TX 032322/199809	73449	03/28/2022	85.00
	1000-15-15100-513030-00000000-	199906	COM TX 032322/199906	73449	03/28/2022	95.00
	1000-15-15100-513030-00000000-	199937	COM TX 032322/199937	73449	03/28/2022	130.00
	1000-15-15100-513030-00000000-	224973	COM TX 040422/224973	73950	04/08/2022	6.00
	1000-15-15100-513030-00000000-	224973	COM TX 040422/224973	73950	04/08/2022	220.00
	1000-15-15100-513030-00000000-	225027	COM TX 040422/225027	73950	04/08/2022	116.00
	1000-15-15100-513030-00000000-	225031	COM TX 040422/225031	73948	04/08/2022	88.00
	1000-15-15100-513030-00000000-	225032	COM TX 040422/225032	73947	04/08/2022	35.00
	1000-15-15100-513030-00000000-	225033	COM TX 040422/225033	73950	04/08/2022	130.00
	1000-15-15100-513030-00000000-	225034	COM TX 040422/225034	73950	04/08/2022	24.95
	1000-15-15100-513030-00000000-	225034	COM TX 040422/225034	73950	04/08/2022	85.00
	1000-15-15100-513030-00000000-	225035	COM TX 040422/225035	73950	04/08/2022	35.00
	1000-15-15100-513030-00000000-	225035	COM TX 040422/225035	73950	04/08/2022	88.00
	1000-15-15100-513030-00000000-	225035	COM TX 040422/225035	73950	04/08/2022	337.00
	1000-15-15100-513030-00000000-	225045	COM TX 040422/225045	73950	04/08/2022	0.50
	1000-15-15100-513030-00000000-	225045	COM TX 040422/225045	73950	04/08/2022	2.00
	1000-15-15100-513030-00000000-	225045	COM TX 040422/225045	73950	04/08/2022	10.00
	1000-15-15100-513030-00000000-	225045	COM TX 040422/225045	73950	04/08/2022	131.50
	1000-15-15100-513030-00000000-	225104	COM TX 040422/225104	73950	04/08/2022	8.00
	1000-15-15100-513030-00000000-	225104	COM TX 040422/225104	73950	04/08/2022	160.00
	1000-15-15100-513030-00000000-	225104	COM TX 040422/225104	73950	04/08/2022	393.76
	1000-15-15100-513030-00000000-	225105	COM TX 040422/225105	73950	04/08/2022	130.00
	1000-15-15100-513030-00000000-	225106	COM TX 040422/225106	73950	04/08/2022	116.00
	1000-15-15100-513030-00000000-	225165	COM TX 040422/225165	73950	04/08/2022	88.00
	1000-15-15100-513030-00000000-	225165	COM TX 040422/225165	73950	04/08/2022	367.20
	1000-15-15100-513030-00000000-	225172	COM TX 040422/225172	73950	04/08/2022	160.00
	1000-15-15100-513030-00000000-	225172	COM TX 040422/225172	73950	04/08/2022	600.00
	1000-15-15100-513030-00000000-	225173	COM TX 040422/225173	73950	04/08/2022	95.00

	1000-15-15100-513030-00000000-	225173	COM TX 040422/225173	73950	04/08/2022	664.00
	1000-15-15100-513030-00000000-	225175	COM TX 040422/225175	73950	04/08/2022	35.00
	1000-15-15100-513030-00000000-	225175	COM TX 040422/225175	73950	04/08/2022	100.00
	1000-15-15100-513030-00000000-	225211	COM TX 040422/225211	73950	04/08/2022	95.00
	1000-15-15100-513030-00000000-	225212	COM TX 040422/225212	73950	04/08/2022	95.00
	1000-15-15100-513030-00000000-	225330	COM TX 040422/225330	73950	04/08/2022	88.00
	1000-15-15100-513030-00000000-	225330	COM TX 040422/225330	73950	04/08/2022	337.00
	1000-15-15100-513030-00000000-	225371	COM TX 040422/225371	73950	04/08/2022	6.00
	1000-15-15100-513030-00000000-	225371	COM TX 040422/225371	73950	04/08/2022	95.00
	1000-15-15100-513030-00000000-	225380	COM TX 040422/225380	73950	04/08/2022	95.00
	1000-15-15100-513030-00000000-	225445	COM TX 040422/225445	73950	04/08/2022	95.00
	1000-15-15100-513030-00000000-	225450	COM TX 040422/225450	73950	04/08/2022	56.00
	1000-15-15100-513030-00000000-	225450	COM TX 040422/225450	73950	04/08/2022	700.00
	Total Paid by Vendor					**9,360.31**
KENWORTH OF HUNTSVILLE	1000-15-15100-513030-00000000-	0640641878	COM TX 032522/0640641878	73728	04/01/2022	50.48
	1000-15-15100-513030-00000000-	0640641878	COM TX 032522/0640641878	73728	04/01/2022	175.00
	Total Paid by Vendor					**225.48**
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0196768860322	FY22 BLANKET PO FOR WOW SERVICES COH	73624	03/29/2022	0.84
	1000-17-17100-515070-00000000-	0194584020322	FY22 BLANKET PO FOR WOW SERVICES COH	73624	03/29/2022	899.67
	1000-17-17100-515070-00000000-	0196528880322	FY22 BLANKET PO FOR WOW SERVICES COH	73624	03/30/2022	65.98
	1000-17-17100-515070-00000000-	0196197590422	FY22 BLANKET PO FOR WOW SERVICES COH	74158	04/13/2022	2.00
	Total Paid by Vendor					**968.49**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	9008516928	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73951	04/11/2022	452.10
	1000-17-17100-515250-00000000-	279300673	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	40.93
	1000-17-17100-515250-00000000-	279300768	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	345.40
	1000-17-17100-515250-00000000-	279300856	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	9.42
	1000-17-17100-515250-00000000-	249300857	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	46.98
	1000-17-17100-515250-00000000-	279301243	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	106.98
	1000-17-17100-515250-00000000-	279301245	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	126.34
	1000-17-17100-515250-00000000-	279301600	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/12/2022	252.29
	1000-17-17100-515250-00000000-	279252787	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	74104	04/13/2022	205.41
	Total Paid by Vendor					**1,585.85**
KONKORDIA PHOENIX PLC INC	1000-19-00000-515190-00000000-	219092650	SETTLEMENT OF CLAIM FY22-094	73952	04/12/2022	1,086.96
	Total Paid by Vendor					**1,086.96**
KRONOS INC	1000-17-17100-515250-00000000-	1183986	CREDIT FOR KRONOS PRIVATE CLOUD OUTAGE	PCard	03/28/2022	(27,613.91)
	Total Paid by Vendor					**(27,613.91)**
LAND TRUST OF NORTH ALABAMA INC	1000-00-00000-610081-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73816	04/05/2022	35,000.00
	Total Paid by Vendor					**35,000.00**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 14024	LANDSCAPING MATERIALS	73817	04/06/2022	14,760.00
	Total Paid by Vendor					**14,760.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	154825	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	850.00
	1000-18-00000-515372-00000000-	154826	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	3,050.00
	1000-18-00000-515372-00000000-	154827	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	18,048.60
	1000-18-00000-515372-00000000-	154828	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	1,550.00
	1000-18-00000-515372-00000000-	154829	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	8,577.50
	1000-18-00000-515372-00000000-	154830	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	7,279.00
	1000-18-00000-515372-00000000-	154831	BLANKET - OUTSIDE LEGAL SERVICES	73818	04/05/2022	8,134.00
	1000-18-00000-515372-00000000-	154955	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	2,625.00
	1000-18-00000-515372-00000000-	154951	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	7,550.99
	1000-18-00000-515372-00000000-	154959	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	450.00
	1000-18-00000-515372-00000000-	154956	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	1,125.00
	1000-18-00000-515372-00000000-	154954	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	825.50
	1000-18-00000-515372-00000000-	154963	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	150.00
	1000-18-00000-515372-00000000-	154960	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	500.00
	1000-18-00000-515372-00000000-	154953	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	50.00
	1000-18-00000-515372-00000000-	154957	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	742.50
	1000-18-00000-515372-00000000-	154961	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	250.00
	1000-18-00000-515372-00000000-	154910	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	2,552.50
	1000-18-00000-515372-00000000-	154908	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	8,072.00
	1000-18-00000-515372-00000000-	154909	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	1,525.00
	1000-18-00000-515372-00000000-	154952	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	225.00
	1000-18-00000-515372-00000000-	154958	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	301.00

	1000-18-00000-515372-00000000-	154962	BLANKET - OUTSIDE LEGAL SERVICES	PCard	04/14/2022	1,290.50
	Total Paid by Vendor					**75,724.09**
LAUREN GOWINS	1000-10-10200-515370-00000000-	1380	WEB DESIGN DEVEL. FOR HSV MUSIC OFFICE	73450	03/28/2022	2,925.00
	Total Paid by Vendor					**2,925.00**
LAW OFFICE OF MITCHELL J HOWIE	1000-41-41100-515340-00000000-	REF DASHCAM	REFUND DASHCAM - RCPT #336737	74114	04/12/2022	50.00
	Total Paid by Vendor					**50.00**
LEE COMPANY	1000-14-14300-513010-00000000-	00175156	BLANKET PO PLUMBING REPAIR SERVICES	73579	03/29/2022	3,935.56
	1000-14-14300-513010-00000000-	00182282	BLANKET PO PLUMBING REPAIR SERVICES	73579	03/30/2022	1,662.05
	1000-14-14300-513010-00000000-	00194039	BLANKET PO PLUMBING REPAIR SERVICES	73682	04/04/2022	620.00
	1000-14-14300-513010-00000000-	00179153	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	620.00
	1000-14-14300-513010-00000000-	00160652	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	786.21
	1000-14-14300-513010-00000000-	00167578	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	521.28
	1000-14-14300-513010-00000000-	00181732	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	1,078.26
	1000-14-14300-513010-00000000-	00146117	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	1,494.80
	1000-14-14300-513010-00000000-	00179220	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	1,212.75
	1000-14-14300-513010-00000000-	00185358	BLANKET PO PLUMBING REPAIR SERVICES	74105	04/12/2022	2,432.50
	Total Paid by Vendor					**14,363.41**
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	32020	COM TX 040422/32020	73955	04/08/2022	37.00
	1000-15-15100-513030-00000000-	32022	COM TX 040422/32022	73955	04/08/2022	85.00
	Total Paid by Vendor					**122.00**
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1629841-20220331	RISK DATA MANAGEMENT (BLANKET PO)	73956	04/07/2022	350.49
	Total Paid by Vendor					**350.49**
LISA WARNER	1000-50-00000-515163-00000000-	98636	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73671	03/31/2022	55.00
	1000-50-00000-515163-00000000-	98575	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73671	03/31/2022	105.00
	1000-50-00000-515163-00000000-	98479	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73671	03/31/2022	55.00
	Total Paid by Vendor					**215.00**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	0.14
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	0.52
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	0.54
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	0.80
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	0.84
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	1.06
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	1.20
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	2.94
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	3.59
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	3.60
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	4.30
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	5.13
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	5.24
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	5.46
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	5.85
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	6.77
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	7.47
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	7.70
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	10.64
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	11.18
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	11.45
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	12.48
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	13.62
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	15.85
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	16.36
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	19.44
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	21.48
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	29.20
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	29.35
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	36.12
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	40.46
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	43.70
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	48.47
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	52.72
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	54.53
	1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	54.94

1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	58.81
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	85.56
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	92.79
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	103.52
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	109.41
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	112.67
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	157.56
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	163.37
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	216.60
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	217.67
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	259.30
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	530.10
1000-15-15100-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	1,646.73
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	0.20
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	1.09
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	1.26
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	2.94
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	3.26
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	3.40
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	3.60
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	4.30
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	4.35
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	4.81
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	5.04
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	5.19
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	5.43
1000-15-15100-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	5.88
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	2.94
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	6.53
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	11.00
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	14.18
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	15.30
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	15.85
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	16.10
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	23.92
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	29.07
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	35.64
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	37.90
1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	43.21
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	48.35
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	70.00
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1000-15-15100-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	157.67
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1000-70-70200-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	17.53
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1000-70-70200-513030-00000000-	232992	NAPA TRX DATE 033022	73684	04/01/2022	25.34
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1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	0.60
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	1.35
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	1.67
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1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	2.94
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	3.59
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	3.60
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	4.21
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	4.30
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	4.95
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	4.96
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1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	52.33
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	54.16
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	54.90
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	57.71
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1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	79.67
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1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	82.17
1000-15-15100-513030-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	139.53
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1000-52-52100-514010-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	93.37
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1000-52-52100-514010-00000000-	233075	NAPA TRX DATE 040122	73684	04/04/2022	110.73
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	0.09
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	0.14

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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	0.28
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	0.40
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	3.59
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	3.71
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	4.30
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	11.44
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	13.94
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	18.00
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	18.12
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	18.84
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	19.53
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	19.58
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	21.50
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	23.38
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	25.49
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	34.51
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	35.07
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	35.43
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	60.38
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	60.44
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	63.95
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	64.91
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	84.96
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	90.48
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	103.38
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	112.74
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	124.83
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	135.93
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1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	188.62
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	237.34
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	273.20
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	337.67
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	378.49
1000-15-15100-513030-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	744.20
1000-72-00000-514010-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	2.94
1000-72-00000-514010-00000000-	233032	NAPA TRX DATE 033122	73684	04/04/2022	3.59
1000-15-15100-513030-00000000-	233051	NAPARETURNTRAN 033122	73684	04/04/2022	(18.00)
1000-52-52600-513010-00000000-	232896	AIR COMPRESSOR FOR SPORTS DIVISION	73958	04/07/2022	378.32
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	0.54
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	2.94
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	2.97
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	3.60
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	4.30
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	4.35
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	5.48
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	6.53

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1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	12.14
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	12.88
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	13.46
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1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	15.54
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	15.85
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	18.00
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	21.95
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	30.91
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	46.12
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	82.50
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	85.95
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	90.44
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	91.94
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	94.83
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	102.81
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	104.72
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	122.17
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	170.40
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	180.72
1000-15-15100-513030-00000000-	233122	NAPA TRX DATE 040422	73958	04/07/2022	314.21
1000-15-15100-513030-00000000-	233147	NAPARETURNTRAN 040422	73958	04/07/2022	(82.50)
1000-15-15100-513030-00000000-	233147	NAPARETURNTRAN 040422	73958	04/07/2022	(18.00)
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	2.94
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	3.60
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	3.71
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	4.30
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	4.67
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	5.48
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	6.53
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	7.55
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	8.22
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	8.44
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	9.79
1000-15-15100-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	11.00
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1000-70-70200-513030-00000000-	233157	NAPA TRX DATE 040522	73958	04/07/2022	2.74
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1000-15-15100-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	10.29
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1000-15-15100-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	11.82
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1000-15-15100-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	8.82
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1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	31.45
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	32.88
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	41.28
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	48.42
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	63.95
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	80.94
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	90.44
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	109.77
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	110.78
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	115.76
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	137.86
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	151.00
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	178.60
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	180.72
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	222.13
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	250.33
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	255.80
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	292.05
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	326.07
1000-15-15100-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	535.40
1000-15-15100-513030-00000000-	233331	NAPARETURNTRAN 041122	74106	04/13/2022	(18.00)

	1000-15-15100-513030-00000000-	233331	NAPARETURNTRAN 041122	74106	04/13/2022	(11.00)
	Total Paid by Vendor					**51,517.75**
MADISON COUNTY COMMISSION	1000-00-00000-610067-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73821	04/05/2022	218,250.00
	Total Paid by Vendor					**218,250.00**
MADISON COUNTY HEALTH DEPT	1000-00-00000-610039-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73819	04/05/2022	331,863.51
	Total Paid by Vendor					**331,863.51**
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	030676 & 030677	APP FEE FOR TITLE APP ON EQUIP	73957	04/07/2022	37.50
	Total Paid by Vendor					**37.50**
MARK B HASTINGS	1000-43-00000-515370-00000000-	3918 1ST SESSION	INST. FOR DDC 4 HR CLASS 3/28/22 #3918 1ST SESSION	73666	04/04/2022	100.00
	1000-43-00000-515370-00000000-	3923 1ST SESSION	INST. FOR DDC/AA25 CLASS ON 4/6/22 #3923 1ST SES.	73932	04/08/2022	120.00
	Total Paid by Vendor					**220.00**
MARSH USA, INC	1000-19-00000-515220-00000000-	1814432	NOTARY BOND FOR NATALIE PRATT	73946	04/07/2022	50.00
	Total Paid by Vendor					**50.00**
MARY CATHERINE DUNCAN	1000-19-00000-515190-00000000-	CLAIM FY22-083	SETTLEMENT CLAIM FY22-083	74110	04/13/2022	274.78
	Total Paid by Vendor					**274.78**
MCGRIFF TIRE CO INC	1000-00-00000-140101-00000000-	4660033909	TIRES	73457	03/29/2022	125.00
	1000-00-00000-140101-00000000-	4660033907	TIRES	73457	03/29/2022	2,604.00
	1000-00-00000-140101-00000000-	4660033912	CREDIT APPLIED TO INV. 4660033907	73457	03/29/2022	(202.11)
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	21.90
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	25.00
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	34.66
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	60.00
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	253.38
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	300.00
	1000-15-15100-513030-00000000-	4660034441	COM TX 040422/4660034441	73959	04/08/2022	1,964.24
	1000-00-00000-140101-00000000-	4660034229	TIRES	73960	04/11/2022	1,427.00
	1000-00-00000-140101-00000000-	4660034512	TIRES	73960	04/11/2022	1,411.00
	Total Paid by Vendor					**8,024.07**
MCHUTCHISON INC	1000-52-52100-515340-00000000-	MSI0167178	ANNUAL PLANTINGS AND BASKETS (BLANKET)	73686	04/01/2022	1,644.80
	1000-52-52100-515340-00000000-	MSI0165413	ANNUAL PLANTINGS AND BASKETS (BLANKET)	73686	04/01/2022	2,404.49
	1000-52-52100-515340-00000000-	MSI0171738	ANNUAL PLANTINGS AND BASKETS (BLANKET)	73686	04/01/2022	712.23
	Total Paid by Vendor					**4,761.52**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	19217475	MEDICAL SUPPLIES	73822	04/06/2022	3,444.55
	1000-42-42100-515340-00000000-	19217473	TOURNIQUETS - HAZMAT	73822	04/06/2022	328.35
	1000-42-42100-515340-00000000-	19225340	MEDICAL - ALBUTEROL	73822	04/06/2022	37.35
	1000-42-42100-515340-00000000-	19248318	MEDICAL SUPPLIES	PCard	04/12/2022	(14.55)
	Total Paid by Vendor					**3,795.70**
MELANIE E JOHNSON	1000-30-30600-515370-00000000-	TATAEEZEE 32 GAMES	BLANKET-SPRING FY22 ADULT SOFTBALL SCOREKEEPERS	74150	04/12/2022	480.00
	1000-30-30600-515370-00000000-	TATAEEZEE 19 GAMES	BLANKET FOR FY22 SUNDAY SOFTBALL UMPIRES	74150	04/12/2022	285.00
	Total Paid by Vendor					**765.00**
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	3/4/22-3/23/22	BLANKET FOR RELIEF VET	74111	04/13/2022	3,125.00
	Total Paid by Vendor					**3,125.00**
METRO UMPIRES ASSOCIATION	1000-30-30600-515370-00000000-	2022 19 GAMES	BLANKET FOR FY22 SUNDAY ADULT SOFTBALL-METRO UMPI	74112	04/12/2022	950.00
	1000-30-30600-515370-00000000-	SPRING 2022 32 GAMES	BLANKET FOR SPRING FY22 ADULT SOFTBALL LEAGUE UMP	74112	04/12/2022	1,600.00
	Total Paid by Vendor					**2,550.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	260332	Payroll Run 1 - Warrant 220403	73879	04/08/2022	8,493.00
	Total Paid by Vendor					**8,493.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	260343	Payroll Run 1 - Warrant 220403	73880	04/08/2022	332.64
	Total Paid by Vendor					**332.64**
MID-SOUTH WATER LLC	1000-14-14300-515370-00000000-	7417	2022 BLANKET PO CHEMICAL WATER TREATMENT FOR CHIL	74113	04/12/2022	880.25
	Total Paid by Vendor					**880.25**
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80080855	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	73688	03/31/2022	887.43
	1000-17-17100-515070-00000000-	80079031	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	74115	04/13/2022	887.43
	1000-17-17100-515070-00000000-	80079032	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	74115	04/13/2022	713.12
	1000-17-17100-515070-00000000-	80077082	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	74115	04/13/2022	887.43
	1000-17-17100-515070-00000000-	80077083	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	74115	04/13/2022	713.12
	1000-14-14300-513010-00000000-	INV4050000101	REPLACE BAD STRIKE AT SANITATION	74115	04/13/2022	555.00
	Total Paid by Vendor					**4,643.53**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV017	HOMELESS CAMP CLEANUP (BLANKET)	73461	03/28/2022	600.00
	1000-52-52100-515370-00000000-	INV018	HOMELESS CAMP CLEANUP (BLANKET)	73461	03/28/2022	300.00
	Total Paid by Vendor					**900.00**
MOTOROLA SOLUTIONS	1000-42-42100-515340-00000000-	1187069610	RADIOS	73464	03/28/2022	37,035.20

	1000-42-42100-515340-00000000-	8281306162	900 MHZ APX 6500 ENHANCED AP	73823	04/06/2022	10,646.40
	Total Paid by Vendor					**47,681.60**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 220403	NATIONWIDE CONTRIBUTIONS 220403	73745	04/06/2022	173,607.51
	Total Paid by Vendor					**173,607.51**
NAVIGATION ELECTRONICS INC	1000-74-74200-520500-00000000-	0084197-IN	GPS EQUIPMENT	73692	04/01/2022	18,994.00
	Total Paid by Vendor					**18,994.00**
NEXAIR LLC	1000-15-15100-515340-00000000-	0009441110	CYLINDER MAINTENANCE (BLANKET)	73963	04/11/2022	29.55
	1000-15-15100-515340-00000000-	0009394842	CYLINDER MAINTENANCE (BLANKET)	73963	04/11/2022	430.28
	1000-15-15100-515340-00000000-	0009652891	CYLINDER MAINTENANCE (BLANKET)	73963	04/11/2022	402.33
	1000-15-15100-515340-00000000-	09310394	CYLINDER MAINTENANCE (BLANKET)	73963	04/11/2022	444.25
	Total Paid by Vendor					**1,306.41**
NORTH ALABAMA HOMEBUILDING ACADEMY	1000-00-00000-610058-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73826	04/05/2022	50,000.00
	Total Paid by Vendor					**50,000.00**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1135270	SPARE FLASHLIGHTS AND BATTERIES	73585	03/29/2022	590.90
	1000-42-42100-515050-00000000-	1135283	GLOVES FOR CADETS	73585	03/29/2022	436.50
	1000-42-42100-515340-00000000-	1136259	GATED WYE 2.5"X 2.5"	73962	04/07/2022	1,752.14
	1000-42-42100-515340-00000000-	1136456	EXTINGUISHERS FOR NEW FIRE ENGINES	73962	04/07/2022	2,284.00
	1000-42-42100-515340-00000000-	1136460	HOSE ADAPTERS FOR NEW FIRE ENGINES	73962	04/07/2022	4,272.88
	1000-42-42100-515340-00000000-	1134306	PARATECH B/K CUSHION KIT, 10 TON	74116	04/12/2022	7,365.28
	Total Paid by Vendor					**16,701.70**
NUCO2 SUPPLY LLC	1000-30-30600-515340-00000000-	69309698	BLANKET CO2 SHOWERS POOL FY22 (SOLE SOURCE)	73693	03/31/2022	248.71
	1000-30-30600-515340-00000000-	69307737	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	73693	03/31/2022	512.22
	1000-30-30600-515340-00000000-	69376766	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	74118	04/12/2022	652.63
	Total Paid by Vendor					**1,413.56**
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	409	FOR INDIGENTDEF SERV. FOR 11161648	73588	03/29/2022	350.00
	1000-43-00000-515043-00000000-	410	FOR INDIGNENT DEFENSE SERVICES 11158438	74119	04/14/2022	182.00
	1000-43-00000-515043-00000000-	411	FOR INDIGENT DEFENSE SERVICES 11123307	74119	04/14/2022	434.00
	1000-43-00000-515043-00000000-	412	FOR INDIGENT DEFENSE SERVICES 11163146	74119	04/14/2022	343.00
	Total Paid by Vendor					**1,309.00**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	260331	Payroll Run 1 - Warrant 220403	73881	04/08/2022	11.53
	Total Paid by Vendor					**11.53**
OCCUPATIONAL HEALTH GROUP	1000-16-16100-515370-00000000-	198117	PRE-EMPL SCREEN FOR HSV POLICE	73966	04/07/2022	317.70
	1000-16-16100-515370-00000000-	198116	PRE-EMPL SCREEN FOR HSV POLICE	73966	04/07/2022	619.00
	1000-16-16100-515370-00000000-	197907	OHG FIT FOR DUTY	73966	04/08/2022	180.00
	1000-16-16100-515370-00000000-	197784	POLICE PRE-SCREENS	73966	04/08/2022	346.00
	Total Paid by Vendor					**1,462.70**
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	MARCH 2022	MAINT. OF PRETRIAL DRIVERSION DATABASE OF 3/22	73978	04/08/2022	238.00
	1000-00-00000-231500-00000000-	PRETRIAL FEB 22	PMT FOR MAINT OF PRETRIAL DIVERSION DATABASE	74125	04/13/2022	231.00
	Total Paid by Vendor					**469.00**
OFFICE PRIDE OF NORTH ALABAMA INC	1000-14-14310-515370-00000000-	INV-76323	2022 BLANKET PO JANITORIAL SERVICES	73965	04/11/2022	197.54
	1000-14-14310-515370-00000000-	INV-76324	2022 BLANKET PO JANITORIAL SERVICES	73965	04/11/2022	2,251.65
	1000-14-14310-515370-00000000-	INV-76326	2022 BLANKET PO JANITORIAL SERVICES	73965	04/11/2022	490.11
	1000-14-14310-515370-00000000-	INV-76376	2022 BLANKET PO JANITORIAL SERVICES MONTHLY	73965	04/11/2022	145,433.91
	1000-14-14310-515370-00000000-	INV-80650	2022 BLANKET PO JANITORIAL SERVICES	73965	04/12/2022	42.16
	1000-14-14310-515370-00000000-	INV-80766	2022 BLANKET PO JANITORIAL SERVICES	74120	04/12/2022	224.91
	Total Paid by Vendor					**148,640.28**
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402 040122	OUTSIDE PROFESSIONAL SERVICES -BLANKET PO	73694	04/04/2022	140.00
	1000-18-00000-515340-00000000-	13390 040122	BLANKET - ONLINE COURT SYSTEM	73827	04/05/2022	281.75
	1000-41-41204-515340-00000000-	17852-040122	ALACOURT SUBSCRIPTION BLANKET PO	73968	04/08/2022	157.00
	Total Paid by Vendor					**578.75**
ORANGE AND BLUE INC	1000-17-17300-520200-00000000-	P50165770	QUOTE P49923812 WO#152402	73549	03/29/2022	161.31
	1000-18-00000-515340-00000000-	P50537980	BATTERIES-6TH FLOOR LEGAL J. COX	74060	04/12/2022	29.56
	Total Paid by Vendor					**190.87**
P MICHAEL COLE LLC	1000-19-00000-515370-00000000-	2022-D04	BLANKET - LOBBYING SERVICES	74121	04/14/2022	6,600.00
	Total Paid by Vendor					**6,600.00**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2118143.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73474	03/28/2022	212.21
	1000-14-14300-513010-00000000-	S2119833.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73474	03/28/2022	12.38
	1000-14-14300-515610-00000000-	S2120682.001	2022 BLANKET PO TOOLS - 25% OFF NOT LISTED CONTRA	73589	03/30/2022	31.52
	1000-14-14300-513010-00000000-	S2120750.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73589	03/30/2022	126.75
	1000-14-14300-513010-00000000-	S2120672.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73589	03/30/2022	196.80
	1000-14-14300-513010-00000000-	S2121036.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73589	03/30/2022	105.15

	1000-14-14300-513010-00000000-	S2121419.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73589	03/30/2022	117.35
	1000-14-14300-513010-00000000-	S2121403.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73589	03/30/2022	184.02
	1000-14-14300-513010-00000000-	S2122707.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	30.50
	1000-14-14300-513010-00000000-	S2122527.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	68.51
	1000-14-14300-513010-00000000-	S2122872.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	148.72
	1000-14-14300-513010-00000000-	S2122846.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	249.44
	1000-14-14300-513010-00000000-	S2122875.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	247.86
	1000-14-14300-513010-00000000-	S2122516.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	554.41
	1000-14-14300-513010-00000000-	S2112586.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73828	04/06/2022	1,466.00
	1000-14-14300-513010-00000000-	S2124116.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73969	04/07/2022	61.35
	1000-14-14300-513010-00000000-	S2124110.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73969	04/07/2022	104.75
	1000-14-14300-513010-00000000-	S2124302.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73969	04/12/2022	98.95
	1000-14-14300-513010-00000000-	S2124469.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73969	04/12/2022	55.13
	1000-14-14300-513010-00000000-	S2124123.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73969	04/12/2022	231.01
	Total Paid by Vendor					**4,302.81**
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	1000-30-30600-515520-00000000-	SUBSIDY-52 PLAYERS	BLANKET-AMERICAN LEAGUE SUBSIDY THROUGH FY22	73908	04/11/2022	624.00
	Total Paid by Vendor					**624.00**
PARTNERSHIP FOR DRUG FREE COMMUNITY INC	1000-00-00000-610095-00000000-	FY22 Q3-Q4	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73829	04/05/2022	45,495.00
	Total Paid by Vendor					**45,495.00**
PCARD PAYMENTS	1000-14-14300-513010-00000000-	259232	MATERIALS PURCHASED INSTALL GUTTER GUARDS AND CLEA	PCard	03/28/2022	25.71
	1000-14-14300-513010-00000000-	259233	MATERIALS PURCHASED TO REPAIR LEAK IN MOP SINK PER	PCard	03/28/2022	39.42
	1000-14-14300-513010-00000000-	259234	TRUCK STOCK PURCHASED TO BE USED ACROSS CITY FOR R	PCard	03/28/2022	31.00
	1000-14-14300-515610-00000000-	259235	TOOLS PURCHASED TO BE USED ACROSS CITY FOR REPAIRS	PCard	03/28/2022	26.97
	1000-14-14300-513010-00000000-	259236	TRUCK STOCK PURCHASED TO BE USED ACROSS CITY FOR R	PCard	03/28/2022	31.00
	1000-10-00000-515790-00000000-	259237	STEAK OUT - WHITESBURG NO - WORKING LUNCH 3252022	PCard	03/28/2022	94.85
	1000-14-14300-513010-00000000-	259238	MATERIALS PURCHASED TO REPAIR FOUNTAIN PER WO 1541	PCard	03/28/2022	120.34
	1000-14-14300-513010-00000000-	259239	MATERIALS PURCHASED AS STOCK FOR CONTROLS USE AS N	PCard	03/28/2022	515.94
	1000-14-14300-513010-00000000-	259240	MATERIALS PURCHASED TO REPAIR LEAK PER WO 155145	PCard	03/28/2022	14.24
	1000-50-00000-515340-00000000-	259241	SUPPLIES FOR DOG PLAY GROUPS AND WEIGHING SMALL PE	PCard	03/28/2022	205.50
	1000-10-10200-515370-00000000-	259242	WP ENGINE - APRIL 2022 SUBSCRIPTION	PCard	03/28/2022	700.00
	1000-10-10200-515340-00000000-	259243	ASANA.COM - APRIL 2022 SUBSCRIPTION	PCard	03/28/2022	134.90
	1000-52-52300-515340-00000000-	259735	ACCESSORIES FOR TOOLS - SPORTS DIVISION	PCard	03/28/2022	88.80
	1000-52-52300-515340-00000000-	259736	SUPPLIES FOR SPORTS DIVISION SHOP - WORK ON BATH	PCard	03/28/2022	48.30
	1000-53-53200-513010-00000000-	259737	THE HOME DEPOT 804	PCard	03/28/2022	463.64
	1000-14-14300-513010-00000000-	259738	MATERIALS PURCHASED TO REPAIR OUTLET PER WO 155509	PCard	03/28/2022	19.97
	1000-14-14300-513010-00000000-	259739	MATERIALS PURCHASED TO REPAIR LIGHTS OUT PER WO 15	PCard	03/28/2022	10.26
	1000-41-41203-515340-00000000-	259740	SUPPLIES- SOUTH CRO UNIT	PCard	03/28/2022	44.85
	1000-41-41100-515790-00000000-	259741	CHASS SHANNON- WASHINGTON, DC- HOTEL (FIRST NIGHT	PCard	03/28/2022	305.62
	1000-41-41305-515790-00000000-	259744	BURCH/SNIPES- AUGUSTA, GA- HOTEL	PCard	03/28/2022	511.92
	1000-41-41305-515790-00000000-	259745	BURCH/SNIPES- AUGUSTA, GA- HOTEL	PCard	03/28/2022	127.98
	1000-41-41204-515340-00000000-	259747	SUPPLIES- CRIME SCENE (SPEED LIGHT)	PCard	03/28/2022	1,104.95
	1000-41-41250-515160-00000000-	259748	(REFUND) DOG FOOD	PCard	03/28/2022	(197.02)
	1000-41-41250-515160-00000000-	259749	DOG FOOD	PCard	03/28/2022	197.02
	1000-41-41100-515340-00000000-	259750	VIDEO CAMERA- VIDEOGRAPHER	PCard	03/28/2022	2,798.00
	1000-17-17100-515790-00000000-	259751	IN *NATL ASSN OF TELECOMM JOSHUA SMITH REGISTRATIO	PCard	03/29/2022	725.00
	1000-14-14300-513010-00000000-	259753	MATERIALS PURCHASED TO INSTALL TWO SHELVING CLOSES	PCard	03/30/2022	205.38
	1000-14-14300-513010-00000000-	259754	TRUCK STOCK PURCHASED TO BE USED IN REPAIRS ACROSS	PCard	03/30/2022	26.98
	1000-14-14300-513010-00000000-	259755	SERVICES USED TO REPAIR MOTOR FOR BOILER NOT WORKI	PCard	03/30/2022	574.71
	1000-17-17100-515250-00000000-	259757	HIWAAY INFORMATION SERVIC DOMAIN RENEWAL YEARLY	PCard	03/30/2022	86.00
	1000-14-14300-513010-00000000-	259758	MATERIALS PURCHASED TO REPAIR ISSUES WITH PRESS BO	PCard	03/30/2022	75.10
	1000-52-52900-515340-00000000-	260569	GRABBER STICKS FOR GIVEAWAY (ICS DID NOT HAVE IN S	PCard	03/29/2022	50.97
	1000-41-41100-515340-00000000-	260570	GILES/IZZO- HUNTSVILLE, AL- REGISTRATION	PCard	03/30/2022	225.00
	1000-75-75100-515790-00000000-	260572	IMSA CERTIFICATION CLASSES OLANDO WILSON	PCard	03/30/2022	1,110.00
	1000-75-75100-515790-00000000-	260573	IMSA CLASS MANUALS OLANDO WILSON	PCard	03/30/2022	238.12
	1000-10-00000-515790-00000000-	260574	EMBASSY SUITES - BIG 10 MAYOR'S CONFERENCE - TUSCA	PCard	03/30/2022	155.25
	1000-10-00000-515790-00000000-	260575	EMBASSY SUITES - THORNTON BIG 10 MAYORS MEETING 3	PCard	03/30/2022	155.25
	1000-53-53200-513010-00000000-	260579	THE HOME DEPOT #0804 TAX ERROR REFUND	PCard	03/30/2022	(8.08)
	1000-53-53200-513010-00000000-	260580	THE HOME DEPOT 804 BLADES FOR CUTTING POLES	PCard	03/30/2022	97.90
	1000-10-00000-515340-00000000-	260581	SQ *REDI-TO-SERVE A - MARCH 2022 BEVERAGE SERVICE	PCard	03/30/2022	130.26
	1000-10-10200-515340-00000000-	260582	REV.COM - REV HER STORY VIOLET EDWARDS	PCard	03/30/2022	24.00
	1000-52-52900-515340-00000000-	260583	HAND SANITIZER FOR EVENT AT HAYS	PCard	03/31/2022	16.31
	1000-53-53100-515340-00000000-	260584	Amazon.com*1H54F2FD1 REPLACED BROKEN KEYBOARD	PCard	03/31/2022	54.99

1000-55-55400-515340-00000000-	260585	QTY (4) 1"X3/4" PVC REDUCER COUPLING	PCard	03/31/2022	11.04
1000-53-53100-520500-00000000-	260587	AMZN MKTP US OTHER EQUIPMENT PURCHASE FOR GARAGE	PCard	03/31/2022	22.51
1000-14-14300-513010-00000000-	260589	TRUCK STOCK PURCHASED TO BE USED FOR REPAIRS ACROS	PCard	03/31/2022	20.14
1000-14-14300-513010-00000000-	260590	MATERIALS PURCHASED TO REPAIR GRAFFITI DAMAGE ON W	PCard	03/31/2022	10.96
1000-10-10200-515340-00000000-	260591	REV.COM - REV TRANSIT PRESS CONFERENCE	PCard	03/31/2022	10.50
1000-41-41100-515790-00000000-	260592	JEAN AITON- DOTHAN, AL- HOTEL	PCard	03/31/2022	134.47
1000-14-14300-513010-00000000-	260593	MATERIALS PURCHASED TO BUILD TWO SHELCING CLOSETS	PCard	04/01/2022	16.98
1000-14-14300-513010-00000000-	260594	MATERIALS PURCHASED TO REPAIR DOOR CLOSER PER WO 1	PCard	04/01/2022	6.27
1000-14-14300-513010-00000000-	260595	MATERIALS PURCHASED TO REPAIR TWO LEAKY WATER FOUN	PCard	04/01/2022	15.57
1000-75-75200-515340-00000000-	260596	WATERS FOR CREWS	PCard	04/01/2022	322.56
1000-75-75300-515340-00000000-	260597	EMERGENCY PURCHASE TO FIX RRFB DAMAGE	PCard	04/01/2022	26.65
1000-75-75200-515340-00000000-	260599	GATORADE FOR CREWS	PCard	04/04/2022	110.55
1000-13-13100-515340-00000000-	260600	ANNUALLY MEMBERSHIP FEES FOR PENNY SMITHFSP*GFOAA	PCard	04/04/2022	100.00
1000-14-14300-513010-00000000-	260601	MATERIALS PURCHASED TO HOOK UP PUMP IN THE BASEMEN	PCard	04/04/2022	41.56
1000-30-30600-515340-00000000-	260602	REPLACE OLD AND BROKEN TIES FOR WINDSCREEN-METRO S	PCard	04/04/2022	180.00
1000-75-75300-515340-00000000-	260603	BATTERIES FOR SIGNAL CREWS	PCard	04/04/2022	31.61
1000-16-16100-515790-00000000-	260604	AMERICAN AIR- AIRFARE FOR SHAUNDRIKA EDWARDS TO AT	PCard	04/04/2022	685.70
1000-14-14300-513010-00000000-	260605	MATERIALS PURCHASED TO REPAIR WIND DAMAGE TO NORTH	PCard	04/04/2022	27.31
1000-14-14300-513010-00000000-	260606	MATERIALS PURCHASED TO PROVIDE LOCKS TO SECURE NEW	PCard	04/04/2022	216.00
1000-14-14300-513010-00000000-	260607	MATERIALS PURCHASED TO SECURE NEW TURF FIELDS PER	PCard	04/04/2022	41.10
1000-14-14300-515610-00000000-	260609	TOOLS PURCHASED TO BE USED FOR REPAIRS ACROSS CITY	PCard	04/05/2022	395.00
1000-71-71100-515340-00000000-	260610	GooGoo #605 Huntsville - WILLIAM (BILL) FOSHEE - V	PCard	04/05/2022	8.00
1000-42-42100-515340-00000000-	261266	AMZN Mktp US HANGERS	PCard	03/28/2022	39.89
1000-42-42100-515340-00000000-	261267	AMZN MKTP US TRAINING	PCard	03/28/2022	12.15
1000-42-42100-515340-00000000-	261268	AMZN Mktp US ADMIN FILTERS	PCard	03/28/2022	28.99
1000-42-42100-515340-00000000-	261269	AMZN MKTP US CART SUPPLIES	PCard	03/28/2022	50.00
1000-42-42100-515340-00000000-	261270	THE HOME DEPOT #0804, SAND FOR WEIGHT BAGS & DOOR	PCard	03/28/2022	105.93
1000-42-42100-515340-00000000-	261271	IN *SHINERZ SHOWCAR PRODU, TRUCK WASH SUPPLIES	PCard	03/28/2022	8.82
1000-42-42100-515340-00000000-	261272	THE HOME DEPOT #0804, RETURN OF DOOR PULLS ST. 1 D	PCard	03/28/2022	(13.86)
1000-42-42100-515340-00000000-	261273	THE HOME DEPOT #0804 TRUCK WASH STATION SCREWS	PCard	03/28/2022	12.80
1000-11-00000-515340-00000000-	261274	MATERIALS FOR MEETINGS	PCard	03/29/2022	13.49
1000-42-42100-515340-00000000-	261275	AMZN Mktp US KITCHEN SUPPLIES	PCard	03/29/2022	684.57
1000-41-41250-515790-00000000-	261277	(REFUND) TERRY LUCAS- HUNTSVILLE, AL- REGISTRATION	PCard	03/30/2022	(474.00)
1000-42-42100-515340-00000000-	261278	BIERER AND ASSOCIATES, REPAIR OF AV METERS	PCard	03/30/2022	650.00
1000-41-41250-515790-00000000-	261279	(REFUND) KEVIN LAMBERT- HUNTSVILLE, AL- REGISTRATI	PCard	03/30/2022	(474.00)
1000-42-42100-515340-00000000-	261282	THE HOME DEPOT #0804 BATTERIES FOR AIRPACKS WAREHO	PCard	03/30/2022	834.54
1000-42-42100-515340-00000000-	261283	COSTCO WHSE #0356 BATHROOM TOWELS FOR FIRE HOUSES	PCard	03/31/2022	965.58
1000-52-52100-515340-00000000-	261285	NOTARY BOND FOR NATALIE PRATT	PCard	03/31/2022	33.36
1000-52-52900-515520-00000000-	261286	GRABBER PICKUP STICKS (ICS NOT IN STOCK)	PCard	03/31/2022	287.04
1000-42-42100-515340-00000000-	261287	THE HOME DEPOT 804 BATTERIES FOR WAREHOUSE EVENT	PCard	03/31/2022	764.54
1000-14-14300-513010-00000000-	261289	MATERIALS PURCHASED TO REPAIR/REPLACE THE BACKSTOP	PCard	03/31/2022	492.49
1000-12-12500-515340-00000000-	261290	FROST PRINTING COMPANY - 2 NEGATIVES	PCard	03/31/2022	24.96
1000-52-52900-515520-00000000-	261291	BENCH PLATES - OGT	PCard	04/01/2022	16.80
1000-42-42200-515130-00000000-	261292	AMZN Mktp US KITCHEN TOWELS FOR STATIONS	PCard	04/01/2022	673.50
1000-52-52900-515010-00000000-	261294	CAMPAIGNS - EARTH DAY AND PLANT GIVEAWAY - OGT	PCard	04/01/2022	96.01
1000-52-52900-515520-00000000-	261295	SUPPLIES FOR OGT PLANT GIVEAWAY/CLEANUP	PCard	04/01/2022	45.66
1000-52-52900-515520-00000000-	261296	GIVEWAYS FOR PLANT GIVEAWAY/COMMUNITY CLEANUP - OG	PCard	04/01/2022	17.88
1000-74-74100-515340-00000000-	261300	BIG PICTURE DOMAIN REGISTRATION	PCard	04/01/2022	61.20
1000-52-52900-515520-00000000-	261301	COOLER - OGT EVENTS	PCard	04/04/2022	29.99
1000-52-52900-515340-00000000-	261302	SUPPLIES FOR TEMP EMPLOYEE TIME CLOCK	PCard	04/04/2022	180.97
1000-52-52900-515520-00000000-	261303	COLEMAN COOLER - OGT EVENTS	PCard	04/04/2022	59.98
1000-52-52900-515520-00000000-	261304	GRABBER/PICKUP STICKS - OGT GIVEAWAY	PCard	04/04/2022	77.74
1000-41-41203-515340-00000000-	261306	MICHAEL JOHNSON- NTOA MEMBERSHIP	PCard	04/04/2022	50.00
1000-42-42100-515340-00000000-	261307	AMZN Mktp US MCI KIT BAGS	PCard	04/04/2022	80.97
1000-42-42100-515340-00000000-	261308	Amazon.com*160ET2UN0 STORAGE BOXES FOR MEDICAL CAB	PCard	04/04/2022	35.00
1000-52-52900-515340-00000000-	261309	VACUUM FOR HAYS EDUCATIONAL BUILDING	PCard	04/04/2022	59.00
1000-52-52900-515520-00000000-	261310	NAPKIN DISPENSERS - SPECIAL EVENTS	PCard	04/04/2022	128.84
1000-55-55300-515340-00000000-	261311	DISPOSABLE GLOVES, PLANNER	PCard	04/04/2022	35.15
1000-52-52500-513010-00000000-	261313	ROLLING TOOLBOX - LANDSCAPE	PCard	04/04/2022	89.94
1000-52-52700-515340-00000000-	261314	SOUTH MAIN - BUILDING IMPROVEMENT	PCard	04/04/2022	275.84
1000-52-52700-515340-00000000-	261315	SOUTH MAIN - BUILDING IMPROVEMENTS	PCard	04/04/2022	25.95
1000-52-52700-515340-00000000-	261316	WORK ON SOUTH MAIN BUILDING	PCard	04/04/2022	483.93

	1000-52-52700-515340-00000000-	261317	SUPPLIES FOR BUILDING REMODEL - SOUTH MAIN	PCard	04/04/2022	214.42
	1000-14-14300-513010-00000000-	261318	MATERIALS PURCHASED TO REPLACE THE ELEVATOR CERTIF	PCard	04/04/2022	3.84
	1000-41-41305-515340-00000000-	261319	SUPPLIES- FIRING RANGE	PCard	04/04/2022	15.47
	1000-41-41305-515340-00000000-	261320	SUPPLIES- FIRING RANGE	PCard	04/04/2022	89.04
	1000-41-41202-515340-00000000-	261321	SUPPLIES- CRO UNITS	PCard	04/04/2022	92.61
	1000-41-41303-515340-00000000-	261322	SUPPLIES- ID DIVISION	PCard	04/04/2022	398.80
	1000-42-42100-515340-00000000-	261323	THE HOME DEPOT 804, PAINT MATERIALS FOR HYDRANT PA	PCard	04/04/2022	86.65
	1000-52-52600-513010-00000000-	261325	SUPPLIES FOR NORTH MAINTENANCE	PCard	04/04/2022	208.88
	1000-41-41201-515790-00000000-	261326	TRONCONE/PETERSON- HUNTSVILLE, AL- REGISTRATION	PCard	04/04/2022	1,000.00
	1000-74-74100-515790-00000000-	261327	FLIGHT EXPENSE FOR TRIP TO APA CONVENTION (NUNEZ)	PCard	04/04/2022	779.20
	1000-74-74100-515340-00000000-	261328	BIG PICTURE SITE REGISTRATION	PCard	04/04/2022	19.95
	1000-52-52200-515790-00000000-	261329	ARBORIST RECERTIFICATION- MARC BYERS	PCard	04/04/2022	120.00
	1000-41-41204-515790-00000000-	261330	EDGER/KREITER- NASHVILLE, TN- REGISTRATION	PCard	04/04/2022	518.00
	1000-55-55100-515790-00000000-	261331	CDL L. KENNAMER	PCard	04/04/2022	37.70
	1000-55-55100-515790-00000000-	261332	CDL R. PHILLIPS	PCard	04/04/2022	37.70
	1000-10-10200-515340-00000000-	261333	SPROUT SOCIAL INC - APRIL 2022 SUBSCRIPTION	PCard	04/04/2022	199.00
	1000-10-10200-515340-00000000-	261334	EMA - EMMA APRIL 2022	PCard	04/04/2022	270.00
	1000-41-41110-515340-00000000-	261336	DRONE EQUIP REPAIR	PCard	04/05/2022	435.00
	1000-42-42100-515340-00000000-	261337	AMAZON.COM AMZN.COM/BILL RETURN	PCard	04/05/2022	(9.98)
	1000-42-42100-515340-00000000-	261338	AMZN MKTP US AMZN.COM/BIL RETURN	PCard	04/05/2022	(6.48)
	1000-10-10200-515340-00000000-	261339	CANVA* I03381-1100849 CONVA APRIL 2022	PCard	04/05/2022	12.95
	1000-10-10200-515340-00000000-	261340	REV.COM - INSIDE HSV WHITNEY ABOKO COLE	PCard	04/05/2022	18.00
	1000-14-14300-513010-00000000-	261341	BASEBALL BACKSTOP NETS PURCHASED FOR STOCK - TO RE	PCard	04/06/2022	1,674.00
	1000-14-14300-513010-00000000-	261342	MATERIALS PURCHASED TO INSTALL GUTTER GUARDS AND C	PCard	04/06/2022	15.45
	1000-14-14300-513010-00000000-	261343	MATERIALS PURCHASED TO INSTALL PLEXIGLASS IN CUBIC	PCard	04/06/2022	33.60
	1000-41-41110-515340-00000000-	261344	WHITENEY SOMERVILLE- HUNTSVILLE, AL- REGISTRATION	PCard	04/06/2022	399.00
	1000-14-14300-513010-00000000-	261345	MATERIALS PURCHASED TO MAKE REPAIR TO LIGHT SWITCH	PCard	04/06/2022	21.21
	1000-55-55400-515340-00000000-	261346	WATER 24/PACK	PCard	04/06/2022	322.56
	1000-43-00000-515340-00000000-	261350	Amazon.com*1H0810GR0 / MAGISTRATE FOLDERS	PCard	04/06/2022	462.89
	1000-55-55100-515790-00000000-	261351	CDL R. EDWARDS	PCard	04/06/2022	69.00
	1000-14-14300-513010-00000000-	261352	MATERIALS PURCHASED TO REAPPLY PIECE OF LAMINATE T	PCard	04/06/2022	5.48
	1000-18-00000-515340-00000000-	261353	MONTHLY WATER FOR LEGAL AND PROSECUTION OFFICE	PCard	04/06/2022	87.47
	1000-14-14300-513010-00000000-	261354	MATERIALS PURCHASED TO REROUTE THE CABLE FOR THE P	PCard	04/07/2022	41.82
	1000-14-14300-513010-00000000-	261355	MATERIALS PURCHASED TO ASSEMBLE PLEXIGLASS IN CUBI	PCard	04/07/2022	503.80
	1000-14-14300-513010-00000000-	261356	MATERIALS PURCHASED TO HELP REDUCE NUMBER OF CORDS	PCard	04/07/2022	60.24
	1000-14-14100-515790-00000000-	261358	LAPTOP CHARGER PURCHASED FOR R WILKINSON - NOT AVA	PCard	04/07/2022	31.28
	1000-55-55100-515790-00000000-	261360	CDL M. WHITE	PCard	04/07/2022	69.00
	1000-14-14300-515610-00000000-	261362	SAFETY GLASSES PURCHASED FOR USE FOR REPAIRS ACROS	PCard	04/08/2022	14.74
	1000-14-14300-513010-00000000-	261363	MATERIALS PURCHASED TO ASSEMBLE PLEXIGLASS IN CUBI	PCard	04/08/2022	2.56
	1000-14-14300-513010-00000000-	261364	KNOX BOX PURCHASED FOR ADMIN BUILDING	PCard	04/08/2022	673.00
	1000-14-14300-513010-00000000-	261365	MATERIALS PURCHASED TO REPLACE STRAPS FOR THE PICK	PCard	04/08/2022	75.00
	1000-43-00000-515340-00000000-	261366	AMZN Mktp US / DRUG LAB GLOVES	PCard	04/08/2022	120.47
	1000-14-14300-513010-00000000-	261367	MATERIALS PURCHASED TO REATTACH BENCH IN LOCKER RO	PCard	04/08/2022	13.69
	1000-14-14300-513010-00000000-	261368	MATERIALS PURCHASED TO REATTACH BENCH IN LOCKER RO	PCard	04/08/2022	6.40
	1000-10-10200-515340-00000000-	261369	REV.COM - PARALYMPICS NEWS CONFERENCE	PCard	04/08/2022	16.50
	1000-73-73200-515370-00000000-	261370	RE-CALIBRATION	PCard	04/08/2022	454.73
	1000-55-55300-515340-00000000-	261371	RECEIPT WITH SALES TAX ADDED	PCard	04/11/2022	28.08
	1000-55-55300-515340-00000000-	261372	RECEIPT WITHOUT SALES TAX--- SAW BLADE	PCard	04/11/2022	25.76
	1000-55-55300-515340-00000000-	261373	REFUND OF RECEIPT WITH SALES TAX	PCard	04/11/2022	(28.08)
	1000-55-55100-515790-00000000-	261374	CDL C. HIGGINBOTHAM	PCard	04/11/2022	66.25
	1000-51-00000-515340-00000000-	261375	MICE TRAPS FOR MICE FOUND IN BUILDING	PCard	04/11/2022	22.36
	1000-18-00000-515340-00000000-	261376	ANNUAL DUES FOR E. BLAIR	PCard	04/11/2022	225.00
	Total Paid by Vendor					**30,467.43**
PENNINGTON ANIMAL HOSPITAL PC	1000-50-00000-515162-00000000-	0384972	BLANKET SPAY/NEUTER/RABIES	73830	04/06/2022	10.00
	Total Paid by Vendor					**10.00**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-15-15100-513030-00000000-	95307	COM TX 032322/95307	73478	03/28/2022	266.06
	1000-00-00000-140101-00000000-	95149	TIRES	73478	03/29/2022	940.00
	1000-00-00000-140101-00000000-	95472	TIRES	73971	04/11/2022	2,728.40
	Total Paid by Vendor					**3,934.46**
PFM FINANCIAL ADVISERS LLC	1000-13-13100-515370-00000000-	117793	SERVICES RENDERED WITH PREP OF ARBITRAGE REPORTS	73696	04/01/2022	20,500.00
	1000-13-13100-515370-00000000-	119644	RETAINER SERVICES RENDERED DURING 1ST QUARTER 2022	73972	04/11/2022	10,800.00
	Total Paid by Vendor					**31,300.00**

PITNEY BOWES GLOBAL FINANCIAL SERVICES	1000-19-00000-515400-00000000-	3314104804	LEASE INVOICE #3314104804	73973	04/11/2022	2,105.73
	1000-19-00000-515400-00000000-	3314687113	LEASE INVOICE #3314104804	73973	04/11/2022	2,105.73
	1000-19-00000-515400-00000000-	1018830706	PITNEY BOWES POSTAGE SUPPLIES INV #1018830706	73974	04/11/2022	985.96
	Total Paid by Vendor					**5,197.42**
PITNEY BOWES RESERVE ACCOUNT	1000-19-00000-515400-00000000-	ACC#44429470-4/22	FUNDS TO REPLENISH CITY RESERVE ACCT (POSTAGE)	73975	04/08/2022	36,000.00
	Total Paid by Vendor					**36,000.00**
PLAYCORE GROUP INC AND SUBSIDIARIES	1000-30-30600-515340-00000000-	8767313	EQUIPMENT FOR GROUP EXERCISE FITNESS CENTER-JLC	73591	03/30/2022	243.91
	1000-30-30600-515340-00000000-	8770613	VARIETY DUMBBELL PKG. FOR LARGE GROUP-JLC	73697	04/01/2022	431.50
	Total Paid by Vendor					**675.41**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	13594	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	93.21
	1000-14-14300-513010-00000000-	13596	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	97.62
	1000-14-14300-513010-00000000-	13593	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	128.03
	1000-14-14300-513010-00000000-	13597	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	174.13
	1000-14-14300-513010-00000000-	13598	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	186.05
	1000-14-14300-513010-00000000-	13595	2022 BLANKET PO - ROOF REPAIRS	73479	03/28/2022	526.68
	Total Paid by Vendor					**1,205.72**
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	28085	COM TX 032322/28085	73698	03/28/2022	471.91
	1000-15-15100-513030-00000000-	28086	COM TX 032322/28086	73698	03/28/2022	645.36
	1000-15-15100-513030-00000000-	28087	COM TX 032322/28087	73698	03/28/2022	559.84
	1000-15-15100-513030-00000000-	28088	COM TX 032322/28088	73698	03/28/2022	471.57
	1000-15-15100-513030-00000000-	28089	COM TX 032322/28089	73698	03/28/2022	476.33
	Total Paid by Vendor					**2,625.01**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W71572	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73480	03/28/2022	577.50
	1000-14-14300-513010-00000000-	W43150	2022 BLANKET PO FOR ELECTRICAL	73480	03/28/2022	621.64
	1000-42-42100-515340-00000000-	W43167	ELECTRIC PLUGS FOR TRAINING FACILITY (FIRE)	73699	03/31/2022	1,733.03
	1000-14-14300-513010-00000000-	W81456	2022 BLANKET - SCOREBOARD REPAIRS & MAINTENANCE	73699	03/31/2022	452.00
	1000-14-14300-513010-00000000-	W81455	2022 BLANKET - SCOREBOARD REPAIRS & MAINTENANCE	73699	03/31/2022	895.72
	1000-14-14300-513010-00000000-	W43174	2022 BLANKET PO FOR ELECTRICAL	73699	03/31/2022	527.46
	1000-14-14300-513010-00000000-	W71576	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73699	03/31/2022	430.35
	1000-14-14300-513010-00000000-	W71577	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73699	03/31/2022	322.07
	1000-14-14300-513010-00000000-	W71581	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73699	03/31/2022	1,320.00
	1000-14-14300-513010-00000000-	W43169	2022 BLANKET PO FOR ELECTRICAL	73699	03/31/2022	585.66
	1000-14-14300-513010-00000000-	W71575	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73699	03/31/2022	1,032.45
	1000-14-14300-513010-00000000-	W43171	2022 BLANKET PO FOR ELECTRICAL	73976	04/07/2022	222.00
	1000-14-14300-513010-00000000-	W43162	2022 BLANKET PO FOR ELECTRICAL	73976	04/07/2022	1,317.00
	Total Paid by Vendor					**10,036.88**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99301	2022 BLANKET PO HVAC REPAIRS	73593	03/30/2022	658.00
	1000-14-14300-513010-00000000-	99304	2022 BLANKET PO HVAC REPAIRS	73593	03/30/2022	216.00
	1000-14-14300-513010-00000000-	99307	2022 BLANKET PO HVAC REPAIRS	73593	03/30/2022	216.00
	1000-14-14300-513010-00000000-	99308	2022 BLANKET PO HVAC REPAIRS	73593	03/30/2022	981.33
	1000-14-14300-513010-00000000-	99287	2022 BLANKET PO HVAC REPAIRS	73593	03/30/2022	3,286.13
	1000-14-14300-513010-00000000-	99330	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	216.00
	1000-14-14300-513010-00000000-	99331	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	216.00
	1000-14-14300-513010-00000000-	99333	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	270.00
	1000-14-14300-513010-00000000-	99334	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	272.00
	1000-14-14300-513010-00000000-	99327	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	216.00
	1000-14-14300-513010-00000000-	99328	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	540.00
	1000-14-14300-513010-00000000-	99329	2022 BLANKET PO HVAC REPAIRS	73700	03/31/2022	605.37
	1000-14-14300-513010-00000000-	99344	2022 BLANKET PO HVAC REPAIRS	73700	04/01/2022	3,913.18
	1000-14-14300-513010-00000000-	99345	2022 BLANKET PO HVAC REPAIRS	73700	04/01/2022	448.58
	1000-14-14300-513010-00000000-	99346	2022 BLANKET PO HVAC REPAIRS	73700	04/01/2022	216.00
	1000-14-14300-513010-00000000-	99347	2022 BLANKET PO HVAC REPAIRS	73700	04/01/2022	2,547.52
	1000-14-14300-513010-00000000-	99093	2022 BLANKET PO HVAC REPAIRS	73831	04/06/2022	216.00
	1000-14-14300-513010-00000000-	99092	2022 BLANKET PO HVAC REPAIRS	73831	04/06/2022	1,033.67
	1000-53-53200-513010-PK1040XX-	99324	ELEVATOR EQUIPMENT ROOMS AC UPDATES GARAGE "O"	73977	04/07/2022	5,264.22
	1000-14-14300-513010-00000000-	99288	2022 BLANKET PO HVAC REPAIRS	73977	04/07/2022	4,957.62
	1000-14-14300-513010-00000000-	99293	2022 BLANKET PO HVAC REPAIRS	73977	04/07/2022	2,288.16
	Total Paid by Vendor					**28,577.78**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52700-515340-00000000-	17770	SAFETY VEST FOR SOUTH MAINT	73482	03/28/2022	1,080.00
	1000-52-52600-515340-00000000-	17784	SAFETY VEST	73594	03/29/2022	228.00
	Total Paid by Vendor					**1,308.00**
PROPST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-MARCH-2022	UTILITY REIMBURSEMENT BILLING (BLANKET PO)	73832	04/06/2022	1,563.84

	Total Paid by Vendor					**1,563.84**
RAM TOOL & SUPPLY CO INC	1000-53-53200-515340-00000000-	9503233953	LOCKS FOR PARKING	74126	04/12/2022	289.86
	Total Paid by Vendor					**289.86**
RED RIVER SPECIALTIES INC	1000-52-52700-513010-00000000-	774057	CHEMICALS FOR SOUTH	73979	04/11/2022	6,976.00
	1000-52-52700-513010-00000000-	774055	CHEMICALS FOR SOUTH	73979	04/11/2022	764.00
	Total Paid by Vendor					**7,740.00**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND 192	#192 REFUND FOR OVERPAYMT OF USE TAX	73598	03/29/2022	24.65
	1000-00-00000-130205-00000000-	REFUND 12975	#12975 REFUND FOR OVERPAYMT OF SALES TAX	73601	03/29/2022	129.41
	1000-00-00000-130205-00000000-	REFUND 58236	#58236 REFUND FOR OVERPAYMT OF USE TAX	73600	03/29/2022	60.80
	1000-00-00000-130205-00000000-	REFUND 1078	#1078 REFUND FOR OVERPAYMT OF SALES TAX	73599	03/29/2022	59.01
	1000-00-00000-130205-00000000-	REFUND 62084	#62084 REFUND FOR OVERPAYMT OF SALES TAX	73603	03/29/2022	222.90
	1000-00-00000-130205-00000000-	REFUND 64713	#64713 REFUND FOR OVERPAYMT OF SALES TAX	73595	03/29/2022	1.48
	1000-00-00000-130205-00000000-	REFUND48800	#48800 REFUND FOR OVERPAYMT OF USE TAX	73604	03/29/2022	639.55
	1000-72-00000-410200-00000000-	611832	NO LONGER DOING WORK. OWNER DEMO.	73602	03/30/2022	220.00
	1000-00-00000-231500-00000000-	CASE# 11166849	REIMB. OF OVRPYMNT CASE# 11166849 & REC# 1043186	73596	03/30/2022	10.00
	1000-00-00000-231500-00000000-	CASE# 11163845	REIMB. OF OVRPYMNT CASE# 11163845 & REC# 1042853	73597	03/30/2022	20.00
	1000-00-00000-130205-00000000-	#19426 REFUND	#19426 REFUND FOR OVERPMT OF SU TX NOV&DEC19	73702	04/04/2022	57.51
	1000-00-00000-130205-00000000-	#19426 REFUND	#19426 REFUND FOR OVERPMT OF SU TX NOV&DEC19	73702	04/04/2022	1,938.97
	1000-00-00000-130205-00000000-	REFUND 64336	#64336 REFUND OF CON. USE TAX FILED IN ERROR	73704	04/04/2022	856.00
	1000-72-00000-410200-00000000-	585976-291994	NO LONGER ON THE JOB	73834	04/06/2022	50.60
	1000-43-00000-515520-00000000-	CASE# 11113406	REIMB. OF OVRPYMT ON CASE# 1111306	73835	04/06/2022	596.00
	1000-00-00000-130205-00000000-	REFUND CASE FILE 466	#36915 REFUND-TRANSPOSITION ERROR ON FILE 466	73980	04/07/2022	90.00
	1000-00-00000-130205-00000000-	1714	1714 FILED RETURN AND PMT IN ERROR.	73981	04/07/2022	936.73
	1000-72-00000-410250-00000000-	613202	PERMIT PURCHASED INCORRECTLY. PERMIT# 588615	73989	04/07/2022	60.00
	1000-43-00000-515520-00000000-	CASE# 11051193	REIMB. OF OVRPYMT ON CASE# 11051193, REC# 1042508	73990	04/08/2022	75.00
	1000-43-00000-515520-00000000-	CASE# 21-11159164	REIMB. OVRPYMT ON CASE# 21-11159164, REC# 1039506	73992	04/08/2022	159.00
	1000-43-00000-515520-00000000-	CASE# 11169688	REIMB. OF OVRPYMT ON CASE# 11169688, REC# 1046151	73984	04/08/2022	5.00
	1000-00-00000-130205-00000000-	#9147 REFUND	#9147 REFUND FOR OVERPAYMENT OF USE TAX	73983	04/11/2022	37,105.54
	1000-00-00000-130205-00000000-	#56097 REFUND	TRIED TO FILE ST ON MAT. MAT WAS DOWN FOR UPDATES	73982	04/11/2022	7,259.39
	1000-00-00000-130205-00000000-	REFUND #61603	TAXPAYER #61603-REFUND FOR $50.00 LATE FEE	73987	04/11/2022	50.00
	1000-00-00000-130205-00000000-	REFUND #64994	TAXPAYER #64994-REFUND FOR $100 FAILER TO FILE PEN	73991	04/11/2022	100.00
	1000-00-00000-130205-00000000-	REFUND #61385	TAXPAYER #61385 REF DUE TO DISC ON 2/21 SALES TAX	73986	04/11/2022	15.22
	1000-00-00000-130205-00000000-	REFUND #52197	TAXPAER #52197 TRIED TO PAY ON MAT. MAT WAS DOWN	73997	04/11/2022	7,841.44
	1000-00-00000-130205-00000000-	REFUND #47331	TAXPAYER #47331 TRIED TO PAY ON MAT. MAT WAS DOWN	73995	04/11/2022	2,526.61
	1000-00-00000-130205-00000000-	REFUND #49823	TAXPAYER #49823 TRIED TO PAY ON MAT. MAT WAS DOWN	73994	04/11/2022	1,947.82
	1000-00-00000-130205-00000000-	AUDIT FILE 2022-469	REF. AUDIT FILE 2022-469 CREDIT FOR USE TAX	73996	04/11/2022	6,895.65
	1000-00-00000-130205-00000000-	REF AUDIT 2022-472	REF. AUDIT FILE 2022-472 CIG PACKAGES WERE DAMAGED	73985	04/11/2022	13.30
	1000-00-00000-130205-00000000-	REFUND #55872	TAXPAYER #55872 TRIED TO FILE MAT. MAT WAS DOWN.	73988	04/11/2022	57.47
	1000-00-00000-130205-00000000-	REFUND #9545	TAXPAYER #9545TRIED TO FILE MAT. MAT WAS DOWN.	73993	04/11/2022	293.77
	1000-00-00000-240100-00000000-	10888651 & 10888650	REMIBURSEMENT OF BOND	74127	04/14/2022	700.00
	Total Paid by Vendor					**71,018.82**
REGIONS BANK	1000-00-00000-210250-00000000-	04/03 FSA MED/DEP	04/03 FSA MED/DEP CARE BI-WKLY PR WIRE	73747	04/07/2022	2,423.11
	1000-00-00000-210260-00000000-	04/03 FSA MED/DEP	04/03 FSA MED/DEP CARE BI-WKLY PR WIRE	73747	04/07/2022	21,793.06
	1000-00-00000-200006-00000000-	4/22-PMT 3/22-TRX	PCARD APRIL PAYMENT FOR MARCH TRX	74052	04/13/2022	29,901.87
	1000-00-00000-200006-00000000-	4/22-PMT 3/22-TRX	PCARD APRIL PAYMENT FOR MARCH TRX	74052	04/13/2022	83,853.59
	Total Paid by Vendor					**137,971.63**
REIMBURSEMENT PAYMENTS	1000-43-00000-515520-00000000-	REIMB CASE# 11128985	REIMB. OF OVERPAY ON CASE 11128985 REC# 1034552	74128	04/13/2022	20.00
	1000-43-00000-515520-00000000-	REIMB CASE# 11098358	REIMB. OF OVERPAY ON CASE 11098358 REC# 1034550	74129	04/13/2022	36.00
	Total Paid by Vendor					**56.00**
REPUBLIC SERVICES INC	1000-14-14310-515370-00000000-	0979-000954762	2022 BLANKET REFUSE SERVICES	74130	04/12/2022	5,337.31
	Total Paid by Vendor					**5,337.31**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220320	RSA EMPLOYEE AND EMPLOYER COSTS 220320	73393	03/28/2022	1,011,732.40
	1000-00-00000-210160-00000000-	RSA ER/EE CST 220403	RSA EMPLOYEE AND EMPLOYER COSTS WARR 220403	73886	04/11/2022	1,018,148.30
	Total Paid by Vendor					**2,029,880.70**
ROBOTRONICS INC	1000-42-42100-515340-00000000-	55575	SPARKY BATTERY AND CHARGER	74010	04/11/2022	168.00
	Total Paid by Vendor					**168.00**
RODS CUSTOM BODY SHOP INC	1000-15-15100-513030-00000000-	4511	COM TX 040622/4511	74135	04/11/2022	15.00
	1000-15-15100-513030-00000000-	4511	COM TX 040622/4511	74135	04/11/2022	150.00
	1000-15-15100-513030-00000000-	4511	COM TX 040622/4511	74135	04/11/2022	487.50
	Total Paid by Vendor					**652.50**
ROSE MARY JEFFRIES	1000-30-30200-515370-00000000-	R. JEFFRIES 033022	BLANKET-GROUP EXERCISE CLASSES BEGINNING 3/22-JLC	73840	04/05/2022	190.40
	Total Paid by Vendor					**190.40**

S&S WORLDWIDE INC	1000-30-30200-515340-00000000-	IN100951564	SUPPLIES FOR SUMMER AND DAY CAMPS-MARK RUSSELL R/	73706	04/01/2022	162.97
	Total Paid by Vendor					**162.97**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	88249824	CLEANERS/SOLVENTS/DISPOSAL (BLANKET)	73606	03/29/2022	280.11
	Total Paid by Vendor					**280.11**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	121181	2022 BLANKET PO -ELECTRICAL ITEMS	73494	03/28/2022	28.08
	1000-14-14300-513010-00000000-	121199	2022 BLANKET PO -ELECTRICAL ITEMS	73494	03/28/2022	675.00
	1000-14-14300-513010-00000000-	121196	2022 BLANKET PO -ELECTRICAL ITEMS	73494	03/28/2022	55.00
	1000-14-14300-513010-00000000-	121091	2022 BLANKET PO -ELECTRICAL ITEMS	73494	03/28/2022	36.19
	1000-14-14300-513010-00000000-	121366	2022 BLANKET PO -ELECTRICAL ITEMS	73607	03/29/2022	18.69
	1000-14-14300-513010-00000000-	121286	2022 BLANKET PO -ELECTRICAL ITEMS	73607	03/30/2022	18.69
	1000-14-14300-513010-00000000-	121228	2022 BLANKET PO -ELECTRICAL ITEMS	73607	03/30/2022	160.75
	1000-14-14300-513010-00000000-	121262	2022 BLANKET PO -ELECTRICAL ITEMS	73607	03/30/2022	20.10
	1000-14-14300-513010-00000000-	121260	2022 BLANKET PO -ELECTRICAL ITEMS	73607	03/30/2022	54.60
	1000-14-14300-513010-00000000-	121361	2022 BLANKET PO -ELECTRICAL ITEMS	73841	04/06/2022	14.00
	1000-14-14300-513010-00000000-	121328	2022 BLANKET PO -ELECTRICAL ITEMS	73841	04/06/2022	22.00
	1000-14-14300-513010-00000000-	121417	2022 BLANKET PO -ELECTRICAL ITEMS	74014	04/07/2022	102.38
	1000-14-14300-513010-00000000-	121402	2022 BLANKET PO -ELECTRICAL ITEMS	74014	04/07/2022	1,157.38
	1000-14-14300-513010-00000000-	121454	2022 BLANKET PO -ELECTRICAL ITEMS	74014	04/07/2022	54.60
	1000-14-14300-513010-00000000-	121447	2022 BLANKET PO -ELECTRICAL ITEMS	74014	04/07/2022	21.80
	1000-14-14300-513010-00000000-	121450	2022 BLANKET PO -ELECTRICAL ITEMS	74014	04/07/2022	12.82
	Total Paid by Vendor					**2,452.08**
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	0047191991	UNIFORMS-FLEET SERVICES (BLANKET)	73497	03/28/2022	122.26
	1000-15-15100-515670-00000000-	0047099883	UNIFORMS-FLEET SERVICES (BLANKET)	73496	03/28/2022	46.22
	1000-15-15100-515670-00000000-	0047181383	UNIFORMS-FLEET SERVICES (BLANKET)	73497	03/28/2022	63.79
	1000-15-15100-515670-00000000-	0047148534	UNIFORMS-FLEET SERVICES (BLANKET)	73497	03/28/2022	247.52
	1000-15-15100-515670-00000000-	0047160599	UNIFORMS-FLEET SERVICES (BLANKET)	73497	03/28/2022	115.77
	1000-53-53300-515670-00000000-	0047148515	UNIFORMS - PARKING (BLANKET)	73496	03/28/2022	31.14
	1000-53-53300-515670-00000000-	0047160581	UNIFORMS - PARKING (BLANKET)	73497	03/28/2022	103.40
	1000-53-53300-515670-00000000-	0047171466	UNIFORMS - PARKING (BLANKET)	73497	03/28/2022	146.29
	1000-14-14310-515670-00000000-	00913201	UNIFORMS-GENERAL SERVICES (BLANKET)	73496	03/28/2022	(39.96)
	1000-14-14310-515670-00000000-	00920565	UNIFORMS-GENERAL SERVICES (BLANKET)	73496	03/28/2022	(19.98)
	1000-53-53400-515670-00000000-	0047181386	UNIFORMS - PARKING (BLANKET)	73497	03/28/2022	125.98
	1000-53-53100-515670-00000000-	0047160583	UNIFORMS - PARKING (BLANKET)	73497	03/28/2022	125.98
	1000-53-53300-515670-00000000-	0047191982	UNIFORMS - PARKING (BLANKET)	73497	03/28/2022	104.59
	1000-53-53300-515670-00000000-	0047160580	UNIFORMS - PARKING (BLANKET)	73496	03/28/2022	33.42
	1000-53-53300-515670-00000000-	0047181366	UNIFORMS - PARKING (BLANKET)	73496	03/28/2022	15.57
	1000-72-00000-515670-00000000-	0047160591	UNIFORMS-INSPECTION DEPT (BLANKET)	73497	03/28/2022	190.31
	1000-72-00000-515670-00000000-	0047099867	UNIFORMS-INSPECTION DEPT (BLANKET)	73497	03/28/2022	113.30
	1000-72-00000-515670-00000000-	0047181374	UNIFORMS-INSPECTION DEPT (BLANKET)	73496	03/28/2022	19.30
	1000-52-52200-515670-00000000-	0047089748	UNIFORMS-LANDSCAPE MGT (BLANKET)	73496	03/28/2022	19.30
	1000-55-55400-515670-00000000-	0047099789	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73496	03/28/2022	62.54
	1000-55-55400-515670-00000000-	0047099888	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73497	03/28/2022	198.60
	1000-55-55100-515670-00000000-	0047099889	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/29/2022	6.50
	1000-55-55400-515670-00000000-	0047099889	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/29/2022	35.30
	1000-55-55100-515670-00000000-	0047160590	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	99.59
	1000-55-55400-515670-00000000-	0047160592	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73610	03/29/2022	232.17
	1000-55-55300-515670-00000000-	0047160601	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	110.35
	1000-55-55300-515670-00000000-	0047160602	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	105.90
	1000-55-55100-515670-00000000-	0047171478	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	68.40
	1000-55-55400-515670-00000000-	0047171481	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73610	03/29/2022	155.00
	1000-55-55400-515670-00000000-	0047171490	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73610	03/29/2022	193.00
	1000-55-55300-515670-00000000-	0047171491	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	66.21
	1000-55-55300-515670-00000000-	0047171492	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/29/2022	44.14
	1000-55-55300-515670-00000000-	0047171493	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/29/2022	88.28
	1000-55-55300-515670-00000000-	0047171494	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73610	03/29/2022	154.49
	1000-55-55100-515670-00000000-	0047181382	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/29/2022	42.40
	1000-55-55300-515670-00000000-	0047181390	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73610	03/29/2022	229.45
	1000-55-55300-515670-00000000-	0047181391	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	70.60
	1000-55-55300-515670-00000000-	0047181392	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/30/2022	22.07
	1000-55-55300-515670-00000000-	0047181393	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	66.21
	1000-55-55400-515670-00000000-	0047181394	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	61.79
	1000-55-55400-515670-00000000-	0047192002	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	95.33

1000-55-55100-515670-00000000-	0047192006	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/30/2022	6.50
1000-55-55400-515670-00000000-	0047192006	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/30/2022	48.60
1000-55-55300-515670-00000000-	0047192008	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73608	03/30/2022	52.95
1000-53-53200-515670-00000000-	0047191979	UNIFORMS-PARKING (BLANKET)	73608	03/30/2022	16.71
1000-53-53200-515670-00000000-	0047222574	UNIFORMS - PARKING (BLANKET)	73608	03/30/2022	36.07
1000-74-74200-515670-00000000-	0047201945	UNIFORMS-GIS (BLANKET)	73608	03/30/2022	32.50
1000-74-74200-515670-00000000-	0047201950	UNIFORMS-GIS (BLANKET)	73609	03/30/2022	97.81
1000-72-00000-515670-00000000-	0047191990	UNIFORMS-INSPECTION DEPT (BLANKET)	73609	03/30/2022	83.09
1000-75-75300-515670-00000000-	0047201979	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73610	03/30/2022	147.65
1000-55-55100-515670-00000000-	0047160600	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	6.50
1000-55-55400-515670-00000000-	0047160600	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73609	03/30/2022	96.50
1000-15-15100-515670-00000000-	00937104	UNIFORMS-FLEET SERVICES (BLANKET)	73708	03/31/2022	(105.85)
1000-75-75300-515670-00000000-	0047253380	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73708	03/31/2022	16.35
1000-75-75300-515670-00000000-	0047253379	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73708	03/31/2022	32.70
1000-75-75300-515670-00000000-	0047253381	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73708	03/31/2022	155.56
1000-55-55400-515670-00000000-	0047253384	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	03/31/2022	31.92
1000-55-55100-515670-00000000-	0047243182	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	03/31/2022	71.70
1000-53-53300-515670-00000000-	0047136748	UNIFORMS - PARKING (BLANKET)	73708	04/01/2022	31.14
1000-55-55300-515670-00000000-	0047243207	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	127.78
1000-55-55100-515670-00000000-	0047201960	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	95.92
1000-55-55300-515670-00000000-	0047243202	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	96.50
1000-55-55300-515670-00000000-	0047243205	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	107.48
1000-55-55300-515670-00000000-	0047243201	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	91.14
1000-55-55400-515670-00000000-	0047243195	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	104.10
1000-55-55400-515670-00000000-	0047243199	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73708	04/01/2022	90.60
1000-70-70200-515670-00000000-	0047212625	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73708	04/01/2022	175.50
1000-72-00000-515670-00000000-	0047222566	UNIFORMS-INSPECTION DEPT (BLANKET)	73846	04/05/2022	158.39
1000-55-55100-515670-00000000-	0047201982	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	2.17
1000-55-55400-515670-00000000-	0047201982	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	15.57
1000-55-55400-515670-00000000-	0047201983	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73845	04/05/2022	146.51
1000-55-55400-515670-00000000-	0047201996	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	35.30
1000-55-55300-515670-00000000-	0047201997	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	57.90
1000-55-55300-515670-00000000-	0047201998	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	79.44
1000-55-55300-515670-00000000-	0047222583	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73846	04/05/2022	176.42
1000-55-55100-515670-00000000-	0047232141	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	52.37
1000-55-55400-515670-00000000-	0047232142	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73846	04/05/2022	184.67
1000-55-55400-515670-00000000-	0047232178	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73845	04/05/2022	118.62
1000-55-55400-515670-00000000-	0047232187	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	62.28
1000-55-55400-515670-00000000-	0047232188	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	38.60
1000-55-55100-515670-00000000-	0047232189	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	2.16
1000-55-55400-515670-00000000-	0047232189	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	19.30
1000-55-55300-515670-00000000-	0047232197	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73846	04/05/2022	186.32
1000-55-55100-515670-00000000-	0047253369	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	53.15
1000-55-55400-515670-00000000-	0047253386	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	76.86
1000-55-55400-515670-00000000-	0047253403	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73844	04/05/2022	64.75
1000-55-55400-515670-00000000-	0047253405	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73843	04/05/2022	32.70
1000-55-55300-515670-00000000-	0047253429	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73845	04/05/2022	151.99
1000-55-55400-515670-00000000-	0047253430	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73846	04/05/2022	215.39
1000-55-55400-515670-00000000-	0047253436	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73846	04/05/2022	182.59
1000-14-14300-515670-00000000-	0047148512	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	32.50
1000-14-14300-515670-00000000-	0047148513	UNIFORMS-GENERAL SERVICES (BLANKET)	73845	04/05/2022	97.50
1000-15-15100-515670-00000000-	0047243187	UNIFORMS-FLEET SERVICES (BLANKET)	73844	04/05/2022	49.05
1000-15-15100-515670-00000000-	0047243184	UNIFORMS-FLEET SERVICES (BLANKET)	73844	04/05/2022	65.20
1000-15-15100-515670-00000000-	0047253375	UNIFORMS-FLEET SERVICES (BLANKET)	73845	04/05/2022	148.63
1000-15-15100-515670-00000000-	0047253409	UNIFORMS-FLEET SERVICES (BLANKET)	73846	04/05/2022	168.13
1000-15-15100-515670-00000000-	0047253439	UNIFORMS-FLEET SERVICES (BLANKET)	73845	04/05/2022	84.29
1000-30-30100-515670-00000000-	0047109944	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	135.47
1000-30-30100-515340-00000000-	0047222579	UNIFORMS-PARKS & RECREATION (BLANKET)	73844	04/05/2022	6.50
1000-30-30100-515670-00000000-	0047222579	UNIFORMS-PARKS & RECREATION (BLANKET)	73844	04/05/2022	40.66
1000-30-30100-515670-00000000-	0047192004	UNIFORMS-PARKS & RECREATION (BLANKET)	73846	04/05/2022	166.84
1000-30-30100-515670-00000000-	0047148533	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	153.62
1000-30-30100-515670-00000000-	0047124790	UNIFORMS-PARKS & RECREATION (BLANKET)	73843	04/05/2022	23.52

1000-30-30100-515340-00000000-	0047192003	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	6.50
1000-30-30100-515670-00000000-	0047192003	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	90.81
1000-75-75200-515670-00000000-	0047232170	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	218.57
1000-75-75200-515670-00000000-	0047232174	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73845	04/05/2022	93.42
1000-75-75200-515670-00000000-	0047232176	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	162.46
1000-75-75300-515670-00000000-	0047232172	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	162.59
1000-75-75300-515670-00000000-	0047232175	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73845	04/05/2022	156.10
1000-75-75300-515670-00000000-	0047232173	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	160.95
1000-75-75300-515670-00000000-	0047232169	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73844	04/05/2022	77.20
1000-75-75300-515670-00000000-	0047232177	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73845	04/05/2022	127.50
1000-75-75300-515670-00000000-	0047232171	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	177.84
1000-14-14310-515670-00000000-	0047201949	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	32.50
1000-14-14320-515670-00000000-	0047136749	UNIFORMS-GENERAL SERVICES (BLANKET)	73844	04/05/2022	65.00
1000-14-14310-515670-00000000-	0047136765	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	19.98
1000-14-14300-515670-00000000-	0044168069	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	34.02
1000-14-14300-515670-00000000-	0047160582	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	10.75
1000-75-75200-515670-00000000-	0047243193	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73845	04/05/2022	110.60
1000-14-14310-515670-00000000-	0047171487	UNIFORMS-GENERAL SERVICES (BLANKET)	73846	04/05/2022	247.08
1000-14-14300-515670-00000000-	0047148516	UNIFORMS-GENERAL SERVICES (BLANKET)	73844	04/05/2022	42.02
1000-14-14300-515670-00000000-	0047148511	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	32.50
1000-14-14300-515670-00000000-	0047148514	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	41.95
1000-14-14310-515670-00000000-	0047181367	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	32.50
1000-53-53200-515670-00000000-	0047253416	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	33.42
1000-53-53300-515670-00000000-	0047243178	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	39.96
1000-53-53300-515670-00000000-	0047253359	UNIFORMS - PARKING (BLANKET)	73844	04/05/2022	59.94
1000-53-53300-515670-00000000-	0047253360	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	21.01
1000-53-53300-515670-00000000-	0047253358	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	16.35
1000-53-53300-515670-00000000-	0047253356	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	21.01
1000-53-53300-515670-00000000-	0047253357	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	21.01
1000-53-53300-515670-00000000-	0047253355	UNIFORMS - PARKING (BLANKET)	73844	04/05/2022	42.02
1000-30-30100-515670-00000000-	0047109943	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	97.22
1000-30-30100-515340-00000000-	0047124787	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	5.20
1000-30-30100-515670-00000000-	0047124787	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	81.32
1000-30-30100-515670-00000000-	0047222581	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	95.68
1000-30-30100-515670-00000000-	0047136767	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	144.76
1000-30-30100-515670-00000000-	0047124784	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	115.79
1000-30-30100-515670-00000000-	0047232199	UNIFORMS-PARKS & RECREATION (BLANKET)	73845	04/05/2022	125.53
1000-53-53300-515670-00000000-	0047253354	UNIFORMS - PARKING (BLANKET)	73844	04/05/2022	42.02
1000-14-14300-515670-00000000-	0047148510	UNIFORMS-GENERAL SERVICES (BLANKET)	73846	04/05/2022	164.86
1000-14-14200-515670-00000000-	0047232198	UNIFORMS-GENERAL SERVICES (BLANKET)	73845	04/05/2022	139.91
1000-14-14200-515670-00000000-	0047099868	UNIFORMS-GENERAL SERVICES (BLANKET)	73843	04/05/2022	37.84
1000-14-14310-515670-00000000-	0047264253	UNIFORMS-GENERAL SERVICES (BLANKET)	73844	04/05/2022	53.51
1000-53-53200-515670-00000000-	0047286167	UNIFORMS - PARKING (BLANKET)	73845	04/05/2022	85.06
1000-53-53300-515670-00000000-	0047264259	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	33.06
1000-53-53300-515670-00000000-	0047264252	UNIFORMS - PARKING (BLANKET)	73843	04/05/2022	37.36
1000-53-53300-515670-00000000-	0047275382	UNIFORMS - PARKING (BLANKET)	73845	04/05/2022	120.92
1000-75-75200-515670-00000000-	0047264257	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73845	04/05/2022	126.12
1000-75-75200-515670-00000000-	0047264258	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	73846	04/05/2022	217.23
1000-53-53300-515670-00000000-	0047099862	UNIFORMS - PARKING (BLANKET)	73844	04/05/2022	79.08
1000-15-15100-515670-00000000-	0047264264	UNIFORMS-FLEET SERVICES (BLANKET)	73846	04/05/2022	220.44
1000-15-15100-515670-00000000-	0047275386	UNIFORMS-FLEET SERVICES (BLANKET)	73844	04/05/2022	74.72
1000-15-15100-515670-00000000-	0047286166	UNIFORMS-FLEET SERVICES (BLANKET)	73846	04/05/2022	237.20
1000-53-53200-515670-00000000-	00933747	UNIFORMS - PARKING (BLANKET)	74137	04/12/2022	(74.90)
1000-53-53300-515670-00000000-	0047191985	UNIFORMS - PARKING (BLANKET)	74142	04/13/2022	83.98
1000-53-53400-515670-00000000-	0047099864	UNIFORMS - PARKING (BLANKET)	74143	04/13/2022	184.72
1000-51-00000-515670-00000000-	0047328966	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	221.63
1000-51-00000-515670-00000000-	0047338430	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	159.55
1000-51-00000-515670-00000000-	0047349714	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	208.65
1000-51-00000-515670-00000000-	0047349711	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	222.63
1000-51-00000-515670-00000000-	0047297407	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74138	04/13/2022	11.17
1000-51-00000-515670-00000000-	0047297408	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74142	04/13/2022	104.30
1000-51-00000-515670-00000000-	0047297404	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74142	04/13/2022	116.97

1000-51-00000-515670-00000000-	0047309133	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	189.25
1000-51-00000-515670-00000000-	0047309134	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	152.71
1000-51-00000-515670-00000000-	0047319356	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74143	04/13/2022	207.57
1000-75-75200-515670-00000000-	0047328943	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74142	04/13/2022	113.00
1000-75-75200-515670-00000000-	0047328944	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	42.02
1000-75-75300-515670-00000000-	0047338422	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	125.78
1000-75-75300-515670-00000000-	0047349663	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74140	04/13/2022	65.00
1000-75-75200-515670-00000000-	0047349664	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74142	04/13/2022	65.20
1000-75-75200-515670-00000000-	0047349665	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	128.79
1000-75-75300-515670-00000000-	0047349672	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74142	04/13/2022	107.34
1000-75-75300-515670-00000000-	0047349673	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	163.47
1000-75-75200-515670-00000000-	0047349666	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	130.00
1000-75-75200-515670-00000000-	0047349667	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	32.50
1000-75-75200-515670-00000000-	0047349668	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74142	04/13/2022	81.35
1000-75-75200-515670-00000000-	0047349669	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74142	04/13/2022	97.50
1000-75-75200-515670-00000000-	0047319331	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	159.60
1000-75-75300-515670-00000000-	0047309118	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	65.00
1000-72-00000-515670-00000000-	0047297383	UNIFORMS-INSPECTION DEPT (BLANKET)	74139	04/13/2022	57.90
1000-51-00000-515670-00000000-	0047222578	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74142	04/13/2022	110.08
1000-75-75300-515670-00000000-	0047309117	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	65.00
1000-51-00000-515670-00000000-	0047286178	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74142	04/13/2022	98.67
1000-75-75300-515670-00000000-	0047297391	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	65.00
1000-75-75300-515670-00000000-	0047297390	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	57.90
1000-75-75200-515670-00000000-	0047297392	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74138	04/13/2022	19.30
1000-75-75300-515670-00000000-	0047309119	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74139	04/13/2022	48.85
1000-75-75200-515670-00000000-	0047319329	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	74143	04/13/2022	142.54
1000-53-53300-515670-00000000-	0047297380	UNIFORMS - PARKING (BLANKET)	74142	04/13/2022	105.86
1000-15-15100-515670-00000000-	0047297384	UNIFORMS-FLEET SERVICES (BLANKET)	74142	04/13/2022	81.75
1000-15-15100-515670-00000000-	0047309138	UNIFORMS-FLEET SERVICES (BLANKET)	74143	04/13/2022	140.41
1000-15-15100-515670-00000000-	0047319349	UNIFORMS-FLEET SERVICES (BLANKET)	74143	04/13/2022	184.02
1000-15-15100-515670-00000000-	0047319350	UNIFORMS-FLEET SERVICES (BLANKET)	74142	04/13/2022	81.75
1000-15-15100-515670-00000000-	0047328941	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	39.96
1000-53-53300-515670-00000000-	0047212658	UNIFORMS - PARKING (BLANKET)	74139	04/13/2022	47.85
1000-15-15100-515670-00000000-	0047338418	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	42.02
1000-15-15100-515670-00000000-	0047338419	UNIFORMS-FLEET SERVICES (BLANKET)	74142	04/13/2022	78.09
1000-51-00000-515670-00000000-	0047297403	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74139	04/13/2022	57.90
1000-15-15100-515670-00000000-	0047338446	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	63.79
1000-15-15100-515670-00000000-	0047349652	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	65.00
1000-51-00000-515340-00000000-	0047222580	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74139	04/13/2022	6.50
1000-51-00000-515670-00000000-	0047222580	UNIFORMS-CEMETERY DEPT (BLANKET PO)	74139	04/13/2022	31.50
1000-15-15100-515670-00000000-	0047349648	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	32.50
1000-15-15100-515670-00000000-	0047349659	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	32.50
1000-15-15100-515670-00000000-	0047349653	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	32.50
1000-15-15100-515670-00000000-	0047349654	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	32.50
1000-15-15100-515670-00000000-	0047349655	UNIFORMS-FLEET SERVICES (BLANKET)	74142	04/13/2022	97.50
1000-15-15100-515670-00000000-	0047349685	UNIFORMS-FLEET SERVICES (BLANKET)	74142	04/13/2022	89.58
1000-15-15100-515670-00000000-	0047349686	UNIFORMS-FLEET SERVICES (BLANKET)	74139	04/13/2022	39.96
1000-53-53400-515670-00000000-	0047349641	UNIFORMS - PARKING (BLANKET)	74139	04/13/2022	37.80
1000-53-53400-515670-00000000-	0047349642	UNIFORMS - PARKING (BLANKET)	74138	04/13/2022	9.45
1000-53-53200-515670-00000000-	0047349735	UNIFORMS - PARKING (BLANKET)	74143	04/13/2022	211.45
1000-55-55400-515670-00000000-	0047309131	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	108.97
1000-55-55300-515670-00000000-	0047319359	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	112.00
1000-55-55400-515670-00000000-	0047319357	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	185.20
1000-55-55400-515670-00000000-	0047319355	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	170.71
1000-55-55400-515670-00000000-	0047319354	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	155.70
1000-55-55400-515670-00000000-	0047319353	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	122.20
1000-55-55100-515670-00000000-	0047319324	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	70.34
1000-55-55300-515670-00000000-	0047309139	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	110.43
1000-55-55300-515670-00000000-	0047309136	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	118.19
1000-55-55400-515670-00000000-	0047309132	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	126.52
1000-55-55400-515670-00000000-	0047309124	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74139	04/13/2022	32.50
1000-55-55400-515670-00000000-	0047297406	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74139	04/13/2022	32.70

	1000-55-55400-515670-00000000-	0047297405	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	168.49
	1000-55-55400-515670-00000000-	0047297402	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74139	04/13/2022	57.90
	1000-55-55400-515670-00000000-	0047297401	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74142	04/13/2022	80.13
	1000-55-55400-515670-00000000-	0047297400	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74143	04/13/2022	173.00
	1000-55-55400-515670-00000000-	0047297395	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74139	04/13/2022	38.60
	1000-55-55400-515670-00000000-	0047297393	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	74141	04/13/2022	65.00
	1000-70-70200-515670-00000000-	0047381189	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	74143	04/14/2022	231.82
	1000-70-70200-515670-00000000-	0047361264	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	74139	04/14/2022	63.79
	Total Paid by Vendor					**21,194.04**
SHARP COMMUNICATION INC.	1000-75-75100-515340-00000000-	770001668-1	FCC LICENSE	73709	04/04/2022	725.00
	1000-14-14300-513010-00000000-	INV4050000150	2022 BLANKET REPAIRS CAMERAS & CCTV	73847	04/06/2022	225.00
	1000-14-14300-513010-00000000-	INV4050000151	2022 BLANKET REPAIRS CAMERAS & CCTV	73847	04/06/2022	150.00
	1000-14-14300-513010-00000000-	INV4050000152	2022 BLANKET REPAIRS CAMERAS & CCTV	73847	04/06/2022	150.00
	1000-14-14300-513010-00000000-	INV4050000153	2022 BLANKET REPAIRS CAMERAS & CCTV	73847	04/06/2022	150.00
	1000-14-14300-513010-00000000-	INV4050000154	2022 BLANKET REPAIRS CAMERAS & CCTV	73847	04/06/2022	150.00
	Total Paid by Vendor					**1,550.00**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6566	2022 BLANKET PO PAINTING SERVICES	73710	03/31/2022	863.17
	1000-14-14300-513010-00000000-	6565	2022 BLANKET PO PAINTING SERVICES	73710	03/31/2022	322.83
	1000-14-14300-513010-00000000-	6568	2022 BLANKET PO PAINTING SERVICES	74017	04/07/2022	686.56
	Total Paid by Vendor					**1,872.56**
SHERWIN-WILLIAMS CO	1000-75-75200-515340-00000000-	2293-0	PARTS FOR STRIPER	74018	04/07/2022	567.70
	Total Paid by Vendor					**567.70**
SHI INTERNATIONAL CORP	1000-17-17100-515250-00000000-	B14906144	MA198 TRACK IT YEARLY SUPPORT FOR 2022-23 ITS	73611	03/29/2022	14,052.72
	Total Paid by Vendor					**14,052.72**
SHINERZ SHOWCAR PRODUCTS INC	1000-42-42100-515340-00000000-	74984	TRUCK WASH SUPPLIES FOR NEW FIRE TRUCKS	73711	03/31/2022	712.85
	Total Paid by Vendor					**712.85**
SIGNS BY TOMORROW	1000-52-52900-515520-00000000-	HSVI-29840	SIGN FOR GREEN TEAM	73500	03/28/2022	37.50
	1000-52-52900-515520-00000000-	HSVI-29868	SIGNS FOR GREEN TEAM	73713	03/31/2022	163.00
	1000-52-52900-515520-00000000-	259742	STICKERS FOR GIVEAWAY BUCKETS	PCard	03/28/2022	54.50
	1000-52-52900-515520-00000000-	261324	SIGNS FOR PLANT GIVEAWAY - OGT	PCard	04/04/2022	84.00
	Total Paid by Vendor					**339.00**
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	102655	FY22 BLANKET PO/SOLE SOURCE DATA CENTER SERVICES	74019	04/07/2022	5,686.00
	Total Paid by Vendor					**5,686.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52600-515340-00000000-	117211126-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73612	03/30/2022	224.71
	1000-52-52200-515340-00000000-	116925190-001	CHEMICALS FOR SPECIAL EVENTS	73714	04/01/2022	1,526.51
	1000-52-52500-513010-00000000-	117370818-001	NURSERY ITEMS B BID ONLY - WEST MAIN (BLANKET)	73714	04/04/2022	124.50
	1000-52-52500-513010-00000000-	117342474-001	NURSERY ITEMS B BID ONLY - WEST MAIN (BLANKET)	73714	04/04/2022	60.07
	1000-52-52700-513010-00000000-	117391419-001	NON BID SUPPLIES - SOUTH (BLANKET)	73714	04/04/2022	354.81
	1000-52-52600-515340-00000000-	117471820-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	74020	04/07/2022	1,433.15
	1000-52-52500-513010-00000000-	117430111-001	VARIOUS ITEMS FOR WEST MAINTENANCE - BLANKET	74020	04/11/2022	196.26
	1000-52-52200-515340-00000000-	117075972-001	IRRIGATION MATERIALS - SPECIAL EVENTS (BLANKET)	74020	04/11/2022	599.75
	1000-52-52200-515340-00000000-	117615005-001	NURSERY ITEMS - B BID - FORESTRY (BLANKET)	PCard	04/12/2022	50.02
	Total Paid by Vendor					**4,569.78**
SMALL CLAIMS COURT OF LIMESTONE COUNTY	1000-00-00000-210180-00000000-	260329	Payroll Run 1 - Warrant 220403	73882	04/08/2022	340.35
	Total Paid by Vendor					**340.35**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	260339	Payroll Run 1 - Warrant 220403	PCard	04/08/2022	2,252.17
	Total Paid by Vendor					**2,252.17**
SMARTSHEET INC	1000-17-17400-520300-00000000-	INV697310	SMARTSHEET FOR ITS/J BENSON	73848	04/06/2022	1,584.00
	Total Paid by Vendor					**1,584.00**
SOLID WASTE DISPOSAL AUTHORITY	1000-70-70200-515730-00000000-	T1004556	DUMP FEES (BLANKET PO)	73715	04/04/2022	436.98
	1000-55-55400-515730-00000000-	T1004562	BLANKET PO FOR SWDA TIPPING FEES	74145	04/12/2022	249.49
	Total Paid by Vendor					**686.47**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	28146	COM TX 032322/28146	73503	03/28/2022	7.50
	1000-15-15100-513030-00000000-	28146	COM TX 032322/28146	73503	03/28/2022	850.00
	1000-15-15100-513030-00000000-	28146	COM TX 032322/28146	73503	03/28/2022	1,122.88
	1000-15-15100-513030-00000000-	28148	COM TX 032322/28148	73503	03/28/2022	127.50
	1000-15-15100-513030-00000000-	28148	COM TX 032322/28148	73503	03/28/2022	130.00
	1000-15-15100-513030-00000000-	28164	COM TX 040422/28164	74021	04/08/2022	115.97
	1000-15-15100-513030-00000000-	28164	COM TX 040422/28164	74021	04/08/2022	208.25
	1000-15-15100-513030-00000000-	28165	COM TX 040422/28165	74021	04/08/2022	15.00
	1000-15-15100-513030-00000000-	28165	COM TX 040422/28165	74021	04/08/2022	19.00
	1000-15-15100-513030-00000000-	28165	COM TX 040422/28165	74021	04/08/2022	80.00

	1000-15-15100-513030-00000000-	28165	COM TX 040422/28165	74021	04/08/2022	255.00
	1000-15-15100-513030-00000000-	28194	COM TX 040522/28194	74021	04/08/2022	14.50
	1000-15-15100-513030-00000000-	28194	COM TX 040522/28194	74021	04/08/2022	340.00
	1000-15-15100-513030-00000000-	28213	COM TX 040622/28213	74146	04/11/2022	130.00
	1000-15-15100-513030-00000000-	28213	COM TX 040622/28213	74146	04/11/2022	170.00
	Total Paid by Vendor					**3,585.60**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	134000	FY22 BLANKET PO 17-610 SOLE SOURCE O&M LTE SLINC	74147	04/12/2022	16,000.00
	Total Paid by Vendor					**16,000.00**
SOUTHERN PUMP AND TANK COMPANY LLC	1000-15-15100-515340-00000000-	93433996	P24 HIGH WATER WARNING 2739 JOHNSON RD	73717	04/01/2022	156.85
	Total Paid by Vendor					**156.85**
SOUTHERN STONE COMMUNICATIONS LLC	1000-41-41305-515340-00000000-	MCC-1220324549	RADIO AD CAMPAIGN	74023	04/11/2022	1,999.00
	Total Paid by Vendor					**1,999.00**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2110064685	TIRES	73505	03/29/2022	1,587.12
	1000-00-00000-140101-00000000-	2090035106	TIRES	74024	04/11/2022	2,614.00
	Total Paid by Vendor					**4,201.12**
SOUTHLAND PRINTING CO INC	1000-53-53200-513010-PK1040XX-	866785	TICKETS FOR GARAGE "O"	73506	03/28/2022	922.15
	Total Paid by Vendor					**922.15**
SPHERION STAFFING LLC	1000-51-00000-515370-00000000-	RL2646572	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	73718	03/31/2022	1,331.22
	1000-53-53200-501010-00000000-	RL2645704	BLANKET PO ,TEMPORARY STAFFING	73718	03/31/2022	287.64
	1000-52-52100-515370-00000000-	RL2490888	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	384.34
	1000-52-52100-515370-00000000-	RL2490541	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	924.16
	1000-52-52100-515370-00000000-	RL2479814	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	8,046.69
	1000-52-52100-515370-00000000-	RL2487452	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	1,205.43
	1000-52-52100-515370-00000000-	RL2650417	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	628.92
	1000-52-52100-515370-00000000-	RL2650126	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	3,537.68
	1000-52-52100-515370-00000000-	RL2650127	TEMP LABOR (OCT 2021 - MARCH 2021)	73718	04/04/2022	2,901.78
	1000-52-52100-515370-00000000-	RL2487312	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	1,895.51
	1000-52-52100-515370-00000000-	RL2650122	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	5,089.03
	1000-52-52100-515370-00000000-	RL2650558	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	550.31
	1000-52-52100-515370-00000000-	RL2644748	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	2,950.68
	1000-52-52100-515370-00000000-	RL2644749	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	2,795.21
	1000-52-52100-515370-00000000-	RL2644744	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	4,447.88
	1000-52-52100-515370-00000000-	RL2644747	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	12,830.01
	1000-52-52100-515370-00000000-	RL2647729	TEMP LABOR (OCT 2021 - MARCH 2021)	73850	04/06/2022	401.81
	1000-52-52100-515370-00000000-	RL2638652	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	812.36
	1000-52-52100-515370-00000000-	RL2638290	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	3,991.90
	1000-52-52100-515370-00000000-	RL2638291	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	2,732.33
	1000-52-52100-515370-00000000-	RL2638286	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	4,987.71
	1000-52-52100-515370-00000000-	RL2638289	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	9,584.05
	1000-52-52100-515370-00000000-	RL2638837	TEMP LABOR (OCT 2021 - MARCH 2021)	74026	04/07/2022	681.33
	1000-51-00000-515370-00000000-	RL2651909	BLANKET TEMP PERSONNEL FOR MAPLE HILL CEMETERY	74026	04/07/2022	1,252.60
	1000-50-00000-515370-00000000-	RL2435728	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	744.76
	1000-50-00000-515370-00000000-	RL2440947	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,367.40
	1000-50-00000-515370-00000000-	RL2444937	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,657.59
	1000-50-00000-515370-00000000-	RL2446443	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,234.96
	1000-50-00000-515370-00000000-	RL2451829	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,376.00
	1000-50-00000-515370-00000000-	RL2457370	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	663.92
	1000-50-00000-515370-00000000-	RL2467275	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	688.00
	1000-50-00000-515370-00000000-	RL2475514	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	688.00
	1000-50-00000-515370-00000000-	RL2478409	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	550.40
	1000-50-00000-515370-00000000-	RL2484425	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	679.40
	1000-50-00000-515370-00000000-	RL2490425	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	688.00
	1000-50-00000-515370-00000000-	RL2496571	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	679.40
	1000-50-00000-515370-00000000-	RL2502658	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	682.84
	1000-50-00000-515370-00000000-	RL2508276	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	677.68
	1000-50-00000-515370-00000000-	RL2514347	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	677.68
	1000-50-00000-515370-00000000-	RL2520623	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	669.08
	1000-50-00000-515370-00000000-	RL2530357	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	688.00
	1000-50-00000-515370-00000000-	RL2533892	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	675.96
	1000-50-00000-515370-00000000-	RL2543307	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	674.24
	1000-50-00000-515370-00000000-	RL2548161	BLANKET WAGES FOR TEMP EMPLOYEES	74025	04/11/2022	450.64
	1000-50-00000-515370-00000000-	RL2554541	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	682.84

	1000-50-00000-515370-00000000-	RL2638285	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,608.67
	1000-50-00000-515370-00000000-	RL2644743	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,655.84
	1000-50-00000-515370-00000000-	RL2650121	BLANKET WAGES FOR TEMP EMPLOYEES	74026	04/11/2022	1,688.27
	Total Paid by Vendor					**96,100.15**
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	04012022	2022 BLANKET PO GIS 200 WEST SIDE SQUARE LEASE	73851	04/06/2022	551.92
	Total Paid by Vendor					**551.92**
STANARD & ASSOCIATES INC	1000-41-41305-515370-00000000-	SA000049818	INVOICE 1 OF 2 FOR HPD SERGEANT PROMO PROCESS	73719	04/01/2022	3,387.50
	1000-16-16100-515370-00000000-	SA000049824	NATIONAL SELECTION DISPATCHER TESTING	73852	04/05/2022	187.73
	Total Paid by Vendor					**3,575.23**
STAPLES INC	1000-50-00000-515340-00000000-	3501212944	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	73511	03/28/2022	18.75
	1000-50-00000-515340-00000000-	3501998630	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	73511	03/28/2022	8.21
	1000-14-14300-515340-00000000-	3502958318	615 WASHINGTON ST 35801 256-427-5660 D STOREY	73512	03/28/2022	85.47
	1000-52-52100-515340-00000000-	3502958314	E. NORTON - 3242 LEEMAN FERRY RD - 256-427-5405	73511	03/28/2022	15.63
	1000-14-14300-515340-00000000-	3502958322	615 WASHINGTON ST 35801 256-427-5660 D STOREY	73511	03/28/2022	41.43
	1000-13-13100-515340-00000000-	3502958325	S HOUSTON/308 FOUNTAIN CIR/4TH FLOOR/2564275034	73512	03/28/2022	291.68
	1000-51-00000-515340-00000000-	3502958311	MAPLE HILL CEMETERY,203 MAPLE HILL DR,HSV,AL35801	73511	03/28/2022	22.57
	1000-16-16100-515340-00000000-	3502464542	308 FOUNTAIN CIRCLE/ASHLEY J./256-427-5241	73512	03/28/2022	188.18
	1000-50-00000-515340-00000000-	3502464544	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	73512	03/28/2022	333.56
	1000-42-42100-515340-00000000-	3502464547	SUPPLIES LAVADA MASON/2219 HALL AVE/883-3979	73512	03/28/2022	581.11
	1000-52-52100-515340-00000000-	3502464548	E. NORTON - 3242 LEEMAN FERRY RD - 256-427-5405	73511	03/28/2022	15.99
	1000-75-75100-515340-00000000-	3502464549	M.MILLS,2100 CLINTON AVE. 256-427-5563	73511	03/28/2022	75.73
	1000-13-13100-515340-00000000-	3502464551	S HOUSTON/308 FOUNTAIN CIR/4TH FL/427-5284	73512	03/28/2022	384.99
	1000-14-14300-515340-00000000-	3502958317	615 WASHINGTON ST 35801 256-427-5660 D STOREY	73511	03/28/2022	59.22
	1000-30-30100-515340-00000000-	3502464541	24119TH AVE,2ND FL,KAREN LANG,256-564-8026	73512	03/28/2022	156.38
	1000-30-30100-515340-00000000-	3502464536	2411 9TH AVE. SW, KAREN LANG, 256-654-8026	73512	03/28/2022	701.03
	1000-41-41100-515340-00000000-	3502464555	704 FIBER STREET NW - A. DAY 427-7174	73512	03/28/2022	550.64
	1000-30-30100-515340-00000000-	3502464556	2411 9TH AVE, 2ND FL, KIM WALLACE, 256-564-8026	73512	03/28/2022	417.56
	1000-52-52100-515340-00000000-	3502464557	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	73512	03/28/2022	77.35
	1000-53-53100-515340-00000000-	3502464535	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	73512	03/28/2022	210.99
	1000-30-30200-515340-00000000-	3502464537	2411 9TH AVE. SW, KAREN LANG, 256-654-8026	73511	03/28/2022	46.49
	1000-30-30100-515340-00000000-	3502464539	2411 9TH AVE. SW, KAREN LANG, 256-654-8026	74028	03/28/2022	2.44
	1000-10-00000-515340-00000000-	3502464545	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	73720	03/31/2022	354.47
	1000-43-00000-515340-00000000-	3501212926	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	73720	04/01/2022	356.56
	1000-55-55100-515340-00000000-	3502464552	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	73720	04/01/2022	170.42
	1000-15-15100-515340-00000000-	3502464540	2739 JOHNSON RD/DELIKUA/2568833723	74028	04/06/2022	226.38
	1000-55-55100-515340-00000000-	3502958316	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	74028	04/07/2022	14.06
	1000-55-55100-515340-00000000-	3502958315	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	74028	04/07/2022	14.06
	1000-30-30600-515340-00000000-	3503486021	2411 9TH AVE. SW, GARY HAMMONDS, 256-564-8026	74028	04/07/2022	299.56
	1000-43-00000-515340-00000000-	3503486023	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	74028	04/07/2022	588.25
	1000-43-00000-515340-00000000-	3503486025	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	74028	04/07/2022	161.40
	1000-43-00000-515340-00000000-	3503486026	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	74028	04/07/2022	18.99
	1000-43-00000-515340-00000000-	3503486027	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	74028	04/07/2022	543.23
	1000-41-41250-515340-00000000-	3503486028	2320 1ST STREET-ZAC GOSHERT 256-427-7034	74028	04/07/2022	519.25
	1000-41-41306-515340-00000000-	3503486028	2320 1ST STREET-ZAC GOSHERT 256-427-7034	74028	04/07/2022	417.56
	1000-41-41250-515340-00000000-	3503486029	2320 1ST STREET-ZAC GOSHERT 256-427-7034	74028	04/07/2022	42.99
	1000-52-52100-515340-00000000-	3503486030	E. NORTON 3242 LEEMAN FERRY RD - 256-427-5405	74028	04/07/2022	201.06
	1000-75-75100-515340-00000000-	3503486031	MELINDA MILLS, 2100 CLINTON AVE W, 256-427-5663	74028	04/07/2022	80.72
	1000-53-53100-515340-00000000-	3503486017	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	74028	04/07/2022	30.49
	1000-10-00000-515340-00000000-	3503486006	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	74028	04/07/2022	22.57
	1000-10-00000-515340-00000000-	3503486007	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	74028	04/07/2022	22.57
	1000-10-00000-515340-00000000-	3503486009	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	74028	04/07/2022	22.57
	1000-10-00000-515340-00000000-	3503486010	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	74028	04/07/2022	22.57
	1000-10-00000-515340-00000000-	3503486011	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	74028	04/07/2022	22.57
	1000-55-55100-515340-00000000-	3503486012	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	74028	04/07/2022	22.83
	1000-55-55100-515340-00000000-	3503486015	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	74028	04/07/2022	14.07
	Total Paid by Vendor					**8,474.60**
STATE OF ALABAMA CORRECTIONAL INDUSTRIES	1000-00-00000-140101-00000000-	226427	DECALS	73749	04/05/2022	10,209.13
	1000-00-00000-140101-00000000-	226426	DECALS	73749	04/05/2022	3,404.36
	Total Paid by Vendor					**13,613.49**
STATE SYSTEMS INC	1000-14-14300-515370-00000000-	147897610	2022 BLANKET PO - FIRE SYSTEM SERVICES MONTHLY BI	73513	03/28/2022	12,465.00
	1000-53-53200-513010-PK1020XX-	147897748	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	73615	03/29/2022	86.50
	1000-53-53200-513010-PK1030XX-	147897748	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	73615	03/29/2022	936.50

	1000-53-53200-513010-PK1040XX-	147897748	MONTHLY MAINTENANCE/MONITORING SERVICE-BLANKET PO	73615	03/29/2022	271.50
	1000-14-14300-513010-00000000-	147899582	ADMIN. BLDG. REPAIR OF FIRE PUMP	73615	03/29/2022	2,289.12
	1000-14-14300-513010-00000000-	147899389	2022 BLANKET FOR REPAIRS	73721	03/31/2022	95.00
	Total Paid by Vendor					**16,143.62**
STEPHEN EUGENE ALBAN	1000-30-30200-515370-00000000-	S. ALBAN 032422	BLANKET-GROUP EXERCISE CLASSES FY22-JLC	73853	04/05/2022	50.00
	Total Paid by Vendor					**50.00**
STRICKLAND COMPANIES	1000-00-00000-140110-00000000-	HU879959-02	PAPER INVENTORY SUPPLIES	73616	03/28/2022	118.73
	1000-12-12500-515340-00000000-	HU884497-00	PAPER FOR STOCK	73854	04/06/2022	218.07
	1000-12-12500-515340-00000000-	HU884497-01	PAPER FOR STOCK	73854	04/06/2022	163.55
	1000-00-00000-140110-00000000-	HU884353-00	STOCK SUPPLIES	73854	04/06/2022	2,548.00
	Total Paid by Vendor					**3,048.35**
STRUTHERS RECREATION LLC	1000-14-14300-513010-00000000-	907	SOUTHSIDE PARK -SPRING RIDER COILS ASSEMBLY	74149	04/12/2022	1,904.26
	Total Paid by Vendor					**1,904.26**
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	7521-03158403162022	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	73617	03/30/2022	1,025.38
	Total Paid by Vendor					**1,025.38**
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000103052	FY22 BLANKET PO SOLE SOURCE LUKE SERVICES PARKING	73618	03/30/2022	2,430.00
	Total Paid by Vendor					**2,430.00**
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	22-7194	HP LJ M283FDW FOR WO#150120 & WO#149666	73729	03/31/2022	897.26
	1000-17-17400-520200-00000000-	22-7227	HP LJ M283FDW WO#151911 / WO#151778	73729	04/04/2022	933.96
	1000-17-17400-520200-00000000-	22-7226	HP LJ M283FDW WO#151763 AND WO #151745	73729	04/04/2022	933.96
	1000-17-17400-520200-00000000-	22-7228	HP LJ M404N - WO152413	73729	04/04/2022	301.84
	1000-17-17400-520200-00000000-	22-7406	HP LJ M203DW WO#152659 PK-W.GARLING	74033	04/11/2022	191.75
	Total Paid by Vendor					**3,258.77**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	260336	Payroll Run 1 - Warrant 220403	73883	04/08/2022	734.75
	Total Paid by Vendor					**734.75**
THE ARTS COUNCIL INC	1000-00-00000-610059-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73754	04/05/2022	112,500.00
	Total Paid by Vendor					**112,500.00**
THE LIOCE GROUP INC	1000-17-17400-520200-00000000-	IN350995	21-852 NACPA CONTRACT FOR LIOCE COPIER PURCHASE G	73619	03/29/2022	6,592.49
	Total Paid by Vendor					**6,592.49**
THE ROBERTS GROUP INC	1000-16-16300-515370-00000000-	1410271	WATER SERVICE FOR CITY OF HUNTSVILLE	73620	03/29/2022	256.40
	1000-16-16300-515370-00000000-	1439541	WATER SERVICE FOR CITY OF HUNTSVILLE	73620	03/29/2022	53.70
	1000-16-16300-515370-00000000-	1443865	WATER SERVICE FOR CITY OF HUNTSVILLE	73620	03/29/2022	53.70
	1000-16-16300-515370-00000000-	1447340	WATER SERVICE FOR CITY OF HUNTSVILLE	73620	03/29/2022	53.70
	Total Paid by Vendor					**417.50**
THOMPSON TRACTOR COMPANY INC	1000-52-52200-515340-00000000-	SPI01048713	FORKS FOR LIFT - HORTICULTURE/SPECIAL EVENTS	73725	03/31/2022	1,999.99
	1000-15-15100-513030-00000000-	TTC1-699776	COM TX 040822/TTC1-699776	PCard	04/11/2022	2,109.16
	1000-15-15100-513030-00000000-	TTC1-699776	COM TX 040822/TTC1-699776	PCard	04/11/2022	6,722.00
	Total Paid by Vendor					**10,831.15**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3919 1ST SESSION	INST FOR D.D.C. AA25 3/29/22 CLASS 3919 1ST SESS	74030	04/07/2022	120.00
	1000-43-00000-515370-00000000-	3920 1ST SESSION	INST FOR D.D.C. 4HR CLASS 3/31/22 3920 1ST SESS	74030	04/07/2022	100.00
	1000-43-00000-515370-00000000-	3921 1ST SESSION	INST. FOR D.D.C. A.D.D. CLASS ON 4/5/22	74030	04/11/2022	105.00
	Total Paid by Vendor					**325.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	41723	COM TX 032522/41723	73638	04/01/2022	150.00
	Total Paid by Vendor					**150.00**
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W32829	COM TX 032322/W32829	73726	03/28/2022	792.75
	1000-15-15100-513030-00000000-	W32829	COM TX 032322/W32829	73726	03/28/2022	801.21
	Total Paid by Vendor					**1,593.96**
TRAV-AD SIGNS INC	1000-30-30600-515340-00000000-	DP31623	REPLACEMENT OF OLD CHARGER AT THE METRO SPORTSPLE	73522	03/28/2022	305.25
	Total Paid by Vendor					**305.25**
TRAVELLER MULTI-MEDIA NETWORK LLC	1000-17-17100-515070-00000000-	0805-4201	FY 22 BLANKET PO TRAVELLER INTERNET WPC QR BILLING	74032	04/11/2022	598.00
	Total Paid by Vendor					**598.00**
TRI COUNTY SHOES INCORPORATED	1000-14-14300-515670-00000000-	758-1-84491	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73833	04/05/2022	100.00
	Total Paid by Vendor					**100.00**
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	4845066	COM TX 032422/4845066	73727	04/01/2022	5,160.00
	1000-15-15100-513030-00000000-	4845066	COM TX 032422/4845066	73727	04/01/2022	5,724.44
	Total Paid by Vendor					**10,884.44**
TURFGRASS OF TENNESSEE LLC	1000-52-52500-513010-00000000-	28226	SOD FOR WEST MAINTENANCE AREAS (BLANKET PO)	74034	04/11/2022	243.00
	Total Paid by Vendor					**243.00**
UNICO TECHNOLOGY	1000-17-17300-520200-00000000-	2727	SOLE SOURCE PALO ALTO 6 LAB UNITS/GENE UHL FOR ITS	74036	04/11/2022	3,480.00
	Total Paid by Vendor					**3,480.00**
UNISHIPPERS	1000-19-00000-515400-00000000-	261281	UNISHIPPERS - MAILING PACKAGES FOR CITY DEPARTMENT	PCard	03/30/2022	317.80
	1000-19-00000-515400-00000000-	261349	UNISHIPPERS - MAILING PACKAGES FOR CITY DEPARTMENT	PCard	04/06/2022	143.35

	Total Paid by Vendor					**461.15**
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-14-14310-515370-00000000-	B-410483	2022 BLANKET PO PORTALET SERVICES	74038	04/11/2022	265.00
	1000-14-14310-515370-00000000-	B-414551	2022 BLANKET PO PORTALET SERVICES	74038	04/12/2022	290.00
	1000-14-14310-515370-00000000-	B-414552	2022 BLANKET PO PORTALET SERVICES	74038	04/12/2022	265.00
	1000-52-52100-515520-00000000-	B-414549	PORT-O-LET SERVICES (BLANKET)	74151	04/12/2022	175.00
	1000-52-52900-515520-00000000-	B-413044	PORT-O-LET SERVICES (BLANKET)	74151	04/12/2022	175.00
	Total Paid by Vendor					**1,170.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	260334	Payroll Run 1 - Warrant 220403	73884	04/08/2022	507.10
	Total Paid by Vendor					**507.10**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	260342	Payroll Run 1 - Warrant 220403	73874	04/08/2022	500.00
	Total Paid by Vendor					**500.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	260344	Payroll Run 1 - Warrant 220403	73875	04/08/2022	210.80
	Total Paid by Vendor					**210.80**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAX PYMT 220403	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220403	73885	04/07/2022	149,632.70
	1000-00-00000-210120-00000000-	FEDTAX PYMT 220403	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220403	73885	04/07/2022	639,810.22
	1000-00-00000-210140-00000000-	FEDTAX PYMT 220403	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220403	73885	04/07/2022	434,804.50
	Total Paid by Vendor					**1,224,247.42**
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	RENT04/2022	RENT FOR 620PEARL AVE (BLANKET PO)	73732	04/01/2022	3,500.00
	Total Paid by Vendor					**3,500.00**
VIGILANT SOLUTIONS LLC	1000-17-17100-515250-00000000-	46332 RI	SOLE SOURCE ESA ANNUAL RENEWAL 2022-23 FOR PD	74152	04/12/2022	8,566.67
	Total Paid by Vendor					**8,566.67**
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	300153890001 2/06/22		73859	04/05/2022	10,106.58
	Total Paid by Vendor					**10,106.58**
WARRIOR TRACTOR & EQUIPMENT CO INC	1000-55-55300-513050-00000000-	R34309	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	73530	03/28/2022	13,000.00
	1000-55-55300-513050-00000000-	R34307	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	73530	03/28/2022	13,000.00
	1000-55-55300-513050-00000000-	R34308	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	73530	03/28/2022	12,000.00
	Total Paid by Vendor					**38,000.00**
WATER CONDITIONING INC	1000-14-14300-515370-00000000-	0051228	2022 BLANKET PO VETERANS PARK PM SERVICE	73861	04/06/2022	260.00
	Total Paid by Vendor					**260.00**
WE ARE HUNTSVILLE LLC	1000-52-52900-515520-00000000-	93	ADVERTISMENT - OGT	74154	04/12/2022	500.00
	Total Paid by Vendor					**500.00**
WELLSTONE BEHAVIORAL HEALTH	1000-00-00000-610073-JAIL0001-	FY22 Q3 JAIL	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73862	04/05/2022	12,500.00
	1000-00-00000-610073-STAFFING-	FY22 Q3 CO-RESPONDER	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73862	04/05/2022	30,000.00
	1000-00-00000-610073-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73862	04/05/2022	215,353.00
	Total Paid by Vendor					**257,853.00**
WHITESBURG ANIMAL HOSPITAL	1000-41-41250-515160-00000000-	412123	POLICE K9 VET CHARGES-BLANKET PO	73531	03/28/2022	227.24
	1000-41-41250-515160-00000000-	412665	POLICE K9 VET CHARGES-BLANKET PO	73531	03/28/2022	100.40
	1000-41-41250-515160-00000000-	412927	POLICE K9 VET CHARGES-BLANKET PO	73863	04/06/2022	59.62
	1000-41-41250-515160-00000000-	413118	POLICE K9 VET CHARGES-BLANKET PO	73863	04/06/2022	587.92
	1000-41-41250-515160-00000000-	413821	POLICE K9 VET CHARGES-BLANKET PO	74044	04/11/2022	469.08
	1000-41-41250-515160-00000000-	413978	POLICE K9 VET CHARGES-BLANKET PO	74155	04/12/2022	410.98
	Total Paid by Vendor					**1,855.24**
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	36614	2022 BLANKET PO LAUNDRY REPAIRS	73864	04/06/2022	396.15
	1000-14-14300-513010-00000000-	36613	2022 BLANKET PO LAUNDRY REPAIRS	74045	04/12/2022	530.53
	Total Paid by Vendor					**926.68**
WHOLESALE TROPHIES INC	1000-42-42100-515340-00000000-	021622	BLANKET PURCHASE ORDERS	73533	03/28/2022	85.00
	Total Paid by Vendor					**85.00**
WILMER & LEE PA	1000-18-00000-515372-00000000-	22539479	BLANKET- OUTSIDE LEGAL SERVICES	73865	04/06/2022	75.00
	Total Paid by Vendor					**75.00**
WILSON LUMBER COMPANY	1000-52-52200-515340-00000000-	718561	LUMBER ITEMS FOR SPECIAL EVENTS	73535	03/28/2022	809.64
	Total Paid by Vendor					**809.64**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S102870927.001	2022 BLANKET PO - TOOLS PURCHASES	73536	03/28/2022	28.65
	1000-14-14300-513010-00000000-	S102872151.001	2022 BLANKET PO - NONBID ITEMS	73536	03/28/2022	37.71
	1000-14-14300-513010-00000000-	S102872194.001	2022 BLANKET PO - NONBID ITEMS	73536	03/28/2022	167.90
	1000-14-14300-515610-00000000-	S102868789.001	2022 BLANKET PO - TOOLS PURCHASES	73538	03/28/2022	223.94
	1000-14-14300-515610-00000000-	S102868783.001	2022 BLANKET PO - TOOLS PURCHASES	73537	03/28/2022	28.65
	1000-14-14300-513010-00000000-	S102863767.001	2022 BLANKET PO - NONBID ITEMS	73623	03/30/2022	126.19
	1000-14-14300-513010-00000000-	S102870917.001	2022 BLANKET PO - NONBID ITEMS	73622	03/30/2022	48.32
	1000-14-14300-515610-00000000-	S102876715.001	2022 BLANKET PO - TOOLS PURCHASES	73621	03/30/2022	22.18
	1000-14-14300-515610-00000000-	S102884066.001	2022 BLANKET PO - TOOLS PURCHASES	73740	04/04/2022	156.02
	1000-14-14300-513010-00000000-	S102775638.002	2022 BLANKET PO - NONBID ITEMS	73866	04/06/2022	36.92
	1000-14-14300-513010-00000000-	S102880523.001	2022 BLANKET PO - NONBID ITEMS	73866	04/06/2022	3,101.87

		1000-14-14300-513010-00000000-	S102891936.001	2022 BLANKET PO - FREON HVAC REPAIRS	74047	04/07/2022	1,290.00
		1000-14-14300-513010-00000000-	S102891085.002	2022 BLANKET PO - NONBID ITEMS	74047	04/11/2022	1,817.58
		1000-14-14300-515610-00000000-	S102888094.001	2022 BLANKET PO - TOOLS PURCHASES	74047	04/12/2022	971.96
		Total Paid by Vendor					**8,057.89**
	WL HALSEY GROCERY CO	1000-30-30200-515340-00000000-	173965	WATER FOR SUMMER CAMP FY22 & THE MAYOR'S BIKE RID	73665	04/01/2022	50.70
		1000-30-30200-515340-00000000-	174631	FOOD ITEMS FOR AFTER SCHOOL PROGRAM-FERN BELL R/C	73930	04/11/2022	335.60
		1000-52-52900-515520-00000000-	174585	FOOD ITEMS FOR SPECIAL EVENTS (BLANKET)	74090	04/13/2022	1,011.57
		1000-52-52900-515520-00000000-	174701	FOOD ITEMS FOR SPECIAL EVENTS (BLANKET)	74090	04/13/2022	76.98
		1000-52-52900-515520-00000000-	174700	FOOD FOR EARTH DAY - OGT	74090	04/13/2022	787.29
		Total Paid by Vendor					**2,262.14**
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18915570	COM TX 040422/18915570	74048	04/08/2022	18.00
		1000-15-15100-513030-00000000-	18915570	COM TX 040422/18915570	74048	04/08/2022	233.00
		1000-15-15100-513030-00000000-	18915570	COM TX 040422/18915570	74048	04/08/2022	963.00
		1000-15-15100-513030-00000000-	18915570	COM TX 040422/18915570	74048	04/08/2022	1,297.80
		1000-15-15100-513030-00000000-	18915570	COM TX 040422/18915570	74048	04/08/2022	3,250.80
		1000-15-15100-513030-00000000-	18915575	COM TX 040422/18915575	74048	04/08/2022	175.00
		1000-15-15100-513030-00000000-	18915575	COM TX 040422/18915575	74048	04/08/2022	243.00
		1000-15-15100-513030-00000000-	18915575	COM TX 040422/18915575	74048	04/08/2022	340.20
		1000-15-15100-513030-00000000-	18915575	COM TX 040422/18915575	74048	04/08/2022	1,096.20
		1000-15-15100-513030-00000000-	18915575	COM TX 040422/18915575	74048	04/08/2022	1,106.87
		1000-15-15100-513030-00000000-	16433351	COM TX 040522/16433351	74048	04/08/2022	322.50
		1000-15-15100-513030-00000000-	16433351	COM TX 040522/16433351	74048	04/08/2022	875.61
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	163.00
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	201.50
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	627.00
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	877.80
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	1,415.40
		1000-15-15100-513030-00000000-	18915487	COM TX 040522/18915487	74048	04/08/2022	4,383.64
		1000-15-15100-513030-00000000-	18915617	COM TX 040522/18915617	74048	04/08/2022	235.50
		1000-15-15100-513030-00000000-	18915617	COM TX 040522/18915617	74048	04/08/2022	405.00
		1000-15-15100-513030-00000000-	18915617	COM TX 040522/18915617	74048	04/08/2022	567.00
		1000-15-15100-513030-00000000-	18915617	COM TX 040522/18915617	74048	04/08/2022	1,344.00
		1000-15-15100-513030-00000000-	18915617	COM TX 040522/18915617	74048	04/08/2022	2,354.33
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	65.00
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	126.00
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	143.00
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	144.00
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	201.60
		1000-15-15100-513030-00000000-	18915629	COM TX 040522/18915629	74048	04/08/2022	961.33
		1000-15-15100-513030-00000000-	18915641	COM TX 040522/18915641	74048	04/08/2022	168.00
		1000-15-15100-513030-00000000-	18915641	COM TX 040522/18915641	74048	04/08/2022	183.00
		1000-15-15100-513030-00000000-	18915641	COM TX 040522/18915641	74048	04/08/2022	235.20
		1000-15-15100-513030-00000000-	18915641	COM TX 040522/18915641	74048	04/08/2022	597.65
		1000-15-15100-513030-00000000-	18915641	COM TX 040522/18915641	74048	04/08/2022	1,024.80
		Total Paid by Vendor					**26,345.73**
	WW GRAINGER	1000-75-75200-515340-00000000-	9267744143	RAIN GEAR FOR NEW EMPLOYEE - JOHN EVANS	73928	04/08/2022	187.69
		1000-42-42100-515340-00000000-	259743	GRAINGER QUICK CONNECT SOCKET FOR SPO	PCard	03/28/2022	18.91
		1000-14-14300-515610-00000000-	259752	TOOLS PURCHASED TO BE USED ACROSS CITY FOR REPAIRS	PCard	03/30/2022	535.23
		Total Paid by Vendor					**741.83**
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN1643840	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	74049	04/07/2022	25.00
		Total Paid by Vendor					**25.00**
	YARBROUGH PARTNERS LLC	1000-70-70200-515460-00000000-	65467	RENT FOR 120 HOLMES AVE. (BLANKET PO)	73743	04/01/2022	3,266.90
		Total Paid by Vendor					**3,266.90**
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9016098486	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	74050	04/07/2022	53.52
		1000-50-00000-515161-00000000-	9016278499	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	74050	04/07/2022	117.11
		1000-50-00000-515161-00000000-	9016267523	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	74050	04/07/2022	177.53
		1000-50-00000-515161-00000000-	9016294740	ANIMAL MEDICAL NOT ON CONTRACT	74159	04/12/2022	410.50
		Total Paid by Vendor					**758.66**
	Total by Fund 1000						**9,292,146.56**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	1,207.96
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	244,552.39
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	12.74

		1005-00-00000-517015-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	116,461.22
		1005-00-00000-517025-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	160.74
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	1,232.15
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	306,768.33
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	89.28
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	90,559.20
		1005-00-00000-517025-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	225.02
		Total Paid by Vendor					**761,269.03**
	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	37333	STOP LOSS FEE - APRIL 2022	73768	04/06/2022	1,833.00
		Total Paid by Vendor					**1,833.00**
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1181644-031922	CITY'S GROUP HEALTH REINSUR. US1181644 4/22	73970	04/11/2022	93,422.58
		Total Paid by Vendor					**93,422.58**
	Total by Fund 1005						**856,524.61**
1010	ALABAMA MEDIA GROUP	1010-72-00000-515520-00000000-	0010285648	BLANKET PO FOR HHPC LEGAL ADS	73892	04/11/2022	75.40
		Total Paid by Vendor					**75.40**
	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	1010-30-00000-515520-00000000-	TWR LEASE JAN-MAR 22	50% TOWER LEASE COLLECTIONS (CRP'S 1/7/22-3/1/22)	74039	04/07/2022	34,118.18
		Total Paid by Vendor					**34,118.18**
	BSN SPORTS LLC	1010-30-00000-513010-00000000-	916392406	REPLACE OLD FIELD MARKERS AT METRO SPORTSPLEX	73553	03/29/2022	693.36
		Total Paid by Vendor					**693.36**
	LEE COMPANY	1010-53-00000-523010-00000000-	00105647	REPAIR OF EMERGENCY LEAK IN GARAGE "T"	74105	04/12/2022	22,636.77
		Total Paid by Vendor					**22,636.77**
	Total by Fund 1010						**57,523.71**
2000	DUTCH OIL COMPANY INC	2000-54-54160-514010-PT504010-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	27.22
		2000-54-54D10-514010-PT504010-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	895.81
		2000-54-54M10-514010-PT504010-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	2,125.01
		2000-54-54D10-514010-PT504010-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	953.46
		2000-54-54M10-514010-PT504010-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	2,365.80
		2000-54-54D10-514010-PT504010-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	767.20
		2000-54-54M10-514010-PT504010-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	2,607.90
		2000-54-54D10-514010-PT504010-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	848.28
		2000-54-54M10-514010-PT504010-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	2,268.20
		2000-54-54D10-514010-PT504010-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	441.58
		2000-54-54M10-514010-PT504010-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	1,367.82
		2000-54-54D10-514010-PT504010-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	897.36
		2000-54-54M10-514010-PT504010-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	2,223.44
		2000-54-54160-514010-PT504010-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	43.43
		2000-54-54D10-514010-PT504010-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	840.99
		2000-54-54M10-514010-PT504010-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	2,127.65
		2000-54-54160-514010-PT504010-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	36.47
		2000-54-54D10-514010-PT504010-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	864.28
		2000-54-54M10-514010-PT504010-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	1,811.02
		2000-54-54M41-515340-PT504990-	INV-184275	DIESEL EXHAUST FLUID (BLANKET PO)	73782	04/06/2022	687.50
		2000-54-54D10-514010-PT504010-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	895.70
		2000-54-54M10-514010-PT504010-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	2,053.81
		2000-54-54D10-514010-PT504010-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	655.61
		2000-54-54M10-514010-PT504010-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	1,853.15
		2000-54-54D10-514010-PT504010-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	488.52
		2000-54-54M10-514010-PT504010-	CFN-12214	FUELING TRANS DATED 040222	73782	04/07/2022	1,409.24
		2000-54-54160-514010-PT504010-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	48.69
		2000-54-54D10-514010-PT504010-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	935.68
		2000-54-54M10-514010-PT504010-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	1,928.06
		2000-54-54D10-514010-PT504010-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	841.39
		2000-54-54M10-514010-PT504010-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	2,271.61
		2000-54-54160-514010-PT504010-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	37.60
		2000-54-54D10-514010-PT504010-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	934.32
		2000-54-54M10-514010-PT504010-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	2,337.55
		2000-54-54D10-514010-PT504010-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	868.82
		2000-54-54M10-514010-PT504010-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	2,135.24
		2000-54-54D10-514010-PT504010-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	751.41
		2000-54-54M10-514010-PT504010-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	1,817.83
		2000-54-54D10-514010-PT504010-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	568.65
		2000-54-54M10-514010-PT504010-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	1,414.52

	2000-54-54D10-514010-PT504010-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	47.68
	2000-54-54M10-514010-PT504010-	CFN-12327	FUELING TRANS DATED 041022	74080	04/14/2022	148.82
	2000-54-54D10-514010-PT504010-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	850.99
	2000-54-54M10-514010-PT504010-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	2,030.79
	2000-54-54D10-514010-PT504010-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	751.67
	2000-54-54M10-514010-PT504010-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	1,797.25
	Total Paid by Vendor					**54,075.02**
JAMES R HALL	2000-54-54M41-513030-PT503050-	52699	COM TX 040422/52699	74008	04/08/2022	145.00
	2000-54-54M41-513030-PT503050-	55397	COM TX 040422/55397	74008	04/08/2022	145.00
	2000-54-54M41-513030-PT503050-	55397	COM TX 040422/55397	74008	04/08/2022	234.00
	2000-54-54D41-513030-PT503050-	55485	COM TX 040422/55485	74008	04/08/2022	85.00
	2000-54-54D41-513030-PT503050-	56166	COM TX 040422/56166	74008	04/08/2022	85.00
	2000-54-54M41-513030-PT503050-	54501	COM TX 040622/54501	74133	04/11/2022	145.00
	2000-54-54D41-513030-PT503050-	54569	COM TX 040622/54569	74133	04/11/2022	85.00
	2000-54-54D41-513030-PT503050-	54933	COM TX 040622/54933	74133	04/11/2022	85.00
	Total Paid by Vendor					**1,009.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	232767	NAPA TRX DATE 032322	73454	03/28/2022	611.38
	2000-54-54M41-513030-PT503050-	232814	NAPA TRX DATE 032422	73454	03/28/2022	92.38
	2000-54-54M41-513030-PT503050-	232814	NAPA TRX DATE 032422	73454	03/28/2022	394.15
	2000-54-54D41-515340-PT504990-	232596	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	73454	03/28/2022	52.32
	2000-54-54M41-515340-PT504990-	232596	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	73454	03/28/2022	52.32
	2000-54-54D41-515340-PT504990-	232598	ANTIFREEZE-GREEN (BLANKET)	73454	03/28/2022	24.66
	2000-54-54M41-515340-PT504990-	232598	ANTIFREEZE-GREEN (BLANKET)	73454	03/28/2022	24.66
	2000-54-54D41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	17.16
	2000-54-54D41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	60.90
	2000-54-54D41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	114.56
	2000-54-54D41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	402.80
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	11.67
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	14.28
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	16.24
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	32.63
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	192.50
	2000-54-54M41-513030-PT503050-	232851	NAPA TRX DATE 032522	73454	03/28/2022	4,535.94
	2000-54-54D41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	2.94
	2000-54-54D41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	3.60
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	6.14
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	10.09
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	17.44
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	31.20
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	60.43
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	63.43
	2000-54-54M41-513030-PT503050-	232891	NAPA TRX DATE 032822	73581	03/30/2022	183.27
	2000-54-54D41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	2.94
	2000-54-54D41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	3.60
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	3.42
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	4.00
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	8.72
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	12.64
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	19.52
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	488.36
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	844.10
	2000-54-54M41-513030-PT503050-	232944	NAPA TRX DATE 032922	73581	03/30/2022	2,012.35
	2000-54-54D41-513030-PT503050-	232992	NAPA TRX DATE 033022	73684	04/01/2022	50.56
	2000-54-54M41-513030-PT503050-	232992	NAPA TRX DATE 033022	73684	04/01/2022	6.76
	2000-54-54M41-513030-PT503050-	232992	NAPA TRX DATE 033022	73684	04/01/2022	100.00
	2000-54-54M41-513030-PT503050-	232992	NAPA TRX DATE 033022	73684	04/01/2022	889.53
	2000-54-54D41-513030-PT503050-	233032	NAPA TRX DATE 033122	73684	04/04/2022	2.94
	2000-54-54D41-513030-PT503050-	233032	NAPA TRX DATE 033122	73684	04/04/2022	3.60
	2000-54-54D41-513030-PT503050-	233032	NAPA TRX DATE 033122	73684	04/04/2022	12.26
	2000-54-54D41-513030-PT503050-	233032	NAPA TRX DATE 033122	73684	04/04/2022	13.48
	2000-54-54160-515340-PT504990-	232595	SUPPLIES FOR PUBLIC TRANSIT (BLANKET)	73820	04/06/2022	744.30
	2000-54-54M41-515340-PT504990-	232369	OILS FOR PUBLIC TRANSIT (BLANKET)	73820	04/06/2022	57.00

	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	6.44
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	28.46
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	31.82
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	32.10
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	34.60
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	94.60
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	95.86
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	351.62
	2000-54-54D41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	379.54
	2000-54-54M41-513030-PT503050-	233157	NAPA TRX DATE 040522	73958	04/07/2022	422.05
	2000-54-54D41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	0.06
	2000-54-54M41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	10.09
	2000-54-54M41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	17.44
	2000-54-54M41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	32.74
	2000-54-54M41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	60.43
	2000-54-54M41-513030-PT503050-	233197	NAPA TRX DATE 040622	73958	04/11/2022	63.43
	2000-54-54D41-513030-PT503050-	233238	NAPA TRX DATE 040722	73958	04/11/2022	3.34
	2000-54-54D41-513030-PT503050-	233238	NAPA TRX DATE 040722	73958	04/11/2022	3.60
	2000-54-54D41-513030-PT503050-	233238	NAPA TRX DATE 040722	73958	04/11/2022	10.96
	2000-54-54D41-513030-PT503050-	233325	NAPA TRX DATE 041122	74106	04/13/2022	2.94
	2000-54-54D41-513030-PT503050-	233325	NAPA TRX DATE 041122	74106	04/13/2022	3.60
	2000-54-54M41-513030-PT503050-	233325	NAPA TRX DATE 041122	74106	04/13/2022	32.15
	2000-54-54M41-513030-PT503050-	233325	NAPA TRX DATE 041122	74106	04/13/2022	305.69
	Total Paid by Vendor					**14,332.73**
PCARD PAYMENTS	2000-54-5416D-515340-PT504990-	259746	THE HOME DEPOT #0804 SUPPLIES FOR BUS .	PCard	03/28/2022	62.60
	2000-54-5416M-515340-PT504990-	259746	THE HOME DEPOT #0804 SUPPLIES FOR BUS .	PCard	03/28/2022	62.61
	2000-54-5416D-515340-PT504990-	259756	LEWTER HARDWARE DBL CUT KY	PCard	03/30/2022	7.04
	2000-54-5416M-515340-PT504990-	259756	LEWTER HARDWARE DBL CUT KY	PCard	03/30/2022	7.03
	2000-54-54160-515790-PT509020-	260565	DODGE STORE #7003 GAS COH VEHICLE	PCard	03/28/2022	46.33
	2000-54-54160-515790-PT509020-	260566	EXXONMOBIL 47539010 GAS	PCard	03/28/2022	35.00
	2000-54-54160-515790-PT509020-	260567	HILTON HOTELS RESERVATIONS	PCard	03/28/2022	388.95
	2000-54-54160-515790-PT509020-	260568	HILTON HOTELS RESERVATION	PCard	03/28/2022	355.95
	2000-54-54160-515340-PT504990-	261312	STAPLES 00112805 TRU RED 2022 DESKTOP/RY22T	PCard	04/04/2022	8.98
	2000-54-54160-515340-PT504990-	261347	STAPLES 00112805 TONER CARTRIDEGES	PCard	04/06/2022	219.98
	Total Paid by Vendor					**1,194.47**
SEON DESIGN INC	2000-54-54D10-520500-PT504990-	167504	DVR, CAMERA FOR NEW BUSES (SOLE SOURCE)	73842	04/06/2022	28,347.00
	2000-54-54M10-520500-PT504990-	167504	DVR, CAMERA FOR NEW BUSES (SOLE SOURCE)	73842	04/06/2022	31,317.00
	Total Paid by Vendor					**59,664.00**
SERVICEWEAR APPAREL	2000-54-54M10-515670-PT502130-	0047191998	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73496	03/28/2022	42.32
	2000-54-54M10-515670-PT502130-	0047191999	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73497	03/28/2022	191.20
	2000-54-54M10-515670-PT502130-	0047192009	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73497	03/28/2022	70.56
	2000-54-54D10-515670-PT502130-	0047181387	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73497	03/28/2022	84.64
	2000-54-54D10-515670-PT502130-	0047148525	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73497	03/28/2022	84.64
	2000-54-54M10-515670-PT502130-	0047148526	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73497	03/28/2022	249.22
	2000-54-54D41-515670-PT502130-	0047232190	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	22.29
	2000-54-54M41-515670-PT502130-	0047232190	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	22.29
	2000-54-54M42-515670-PT502130-	0047232190	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	22.29
	2000-54-54M10-515670-PT502130-	0047232180	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	170.60
	2000-54-54M10-515670-PT502130-	0047212649	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	287.44
	2000-54-54D10-515670-PT502130-	0047222572	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	84.64
	2000-54-54D10-515670-PT502130-	0047201984	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	94.08
	2000-54-54D10-515670-PT502130-	0047222569	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	126.96
	2000-54-54M10-515670-PT502130-	0047222584	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73609	03/29/2022	105.85
	2000-54-54M10-515670-PT502130-	0047253385	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73608	03/29/2022	59.59
	2000-54-54M10-515670-PT502130-	0047253428	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	118.19
	2000-54-54D10-515670-PT502130-	0047253438	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	251.41
	2000-54-54D10-515670-PT502130-	0047253423	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73610	03/29/2022	265.03
	2000-54-54M10-515670-PT502130-	0047286163	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73844	04/05/2022	47.04
	2000-54-54D10-515670-PT502130-	0047286169	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73843	04/05/2022	40.28
	2000-54-54M10-515670-PT502130-	0047264267	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73846	04/05/2022	183.47
	2000-54-54M10-515670-PT502130-	0047264256	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73846	04/05/2022	214.92
	2000-54-54M10-515670-PT502130-	0047275403	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73845	04/05/2022	117.76

		2000-54-54M10-515670-PT502130-	0047275399	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73846	04/05/2022	244.22
		2000-54-54M10-515670-PT502130-	0047275405	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73846	04/05/2022	215.52
		2000-54-54D10-515670-PT502130-	0047275406	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73845	04/05/2022	94.08
		2000-54-54M10-515670-PT502130-	0047286184	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73846	04/05/2022	283.37
		2000-54-54D10-515670-PT502130-	00942488	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74137	04/12/2022	(94.08)
		2000-54-54D10-515670-PT502130-	0047099880	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74143	04/13/2022	214.31
		2000-54-54M10-515670-PT502130-	0047212650	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74143	04/13/2022	220.98
		2000-54-54M10-515670-PT502130-	0047319360	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74142	04/13/2022	112.55
		2000-54-54D41-515670-PT502130-	0047297409	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74139	04/13/2022	11.89
		2000-54-54M41-515670-PT502130-	0047297409	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74139	04/13/2022	11.90
		2000-54-54M42-515670-PT502130-	0047297409	UNIFORMS-PUBLIC TRANSIT (BLANKET)	74139	04/13/2022	11.90
		Total Paid by Vendor					**4,283.35**
	SHARP COMMUNICATION INC.	2000-54-5416M-515340-PT504990-	762004643-1	MOBILE COMMUNICATIONS OF AMERICA (SOLE SOURCE)	73709	04/04/2022	45.00
		Total Paid by Vendor					**45.00**
	SIGNS BY TOMORROW	2000-54-54160-515340-PT504990-	260598	SIGNS BY TOMORROW TAXI DECALS	PCard	04/01/2022	71.25
		Total Paid by Vendor					**71.25**
	SOUTHERN ELEVATOR SERVICE INC	2000-54-54D41-513030-PT503050-	13254	COM TX 031122/13254	73716	04/01/2022	2,792.48
		2000-54-54D41-513030-PT503050-	13266	COM TX 031422/13266	73716	04/01/2022	1,978.90
		2000-54-54D41-513030-PT503050-	13277	COM TX 031422/ 13277	73716	04/01/2022	661.75
		Total Paid by Vendor					**5,433.13**
	STAPLES INC	2000-54-54160-513040-PT504990-	3502464543	500B CHURCH ST/EEGEE MCANALLY/2564275206/2NFL	73512	03/28/2022	104.46
		Total Paid by Vendor					**104.46**
	THE WW WILLIAMS COMPANY LLC	2000-54-54M41-513030-PT503050-	072W12400	COM TX 032422/072W12400	73742	04/01/2022	987.22
		2000-54-54M41-513030-PT503050-	072W12400	COM TX 032422/072W12400	73742	04/01/2022	2,588.50
		Total Paid by Vendor					**3,575.72**
	WOODY ANDERSON FORD INC	2000-54-54D41-513030-PT503050-	164244372/1	COM TX 032522/164244372/1	73741	04/01/2022	2,100.00
		2000-54-54D41-513030-PT503050-	164244372/1	COM TX 032522/164244372/1	73741	04/01/2022	3,903.07
		2000-54-54D41-513030-PT503050-	16431522/1	COM TX 032522/16431522/1	73741	04/01/2022	187.50
		2000-54-54D41-513030-PT503050-	16431522/1	COM TX 032522/16431522/1	73741	04/01/2022	300.00
		Total Paid by Vendor					**6,490.57**
	Total by Fund 2000						**150,278.70**
2100	COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	2100-70-70100-515520-PN200011-00118	REQ9HESG20	EXPENSE REQUEST NO 9	73418	03/28/2022	50,607.38
		Total Paid by Vendor					**50,607.38**
	DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	2100-70-70100-515340-PN200015-	PSCAP2020	GRANT # B-20-MC-01-0005 ACCOUNT # 86011101	PCard	04/14/2022	104.73
		Total Paid by Vendor					**104.73**
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00118	REQ10HESG20	REIMBURSE EXPENSE REQUEST NO 10	73658	04/01/2022	184.23
		Total Paid by Vendor					**184.23**
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00128	4908	REHAB RENOVATIONS AT 2901 BARBARA DRIVE	90000162	04/11/2022	6,370.00
		Total Paid by Vendor					**6,370.00**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ9UDAG	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	PCard	04/14/2022	148.75
		Total Paid by Vendor					**148.75**
	PCARD PAYMENTS	2100-70-70300-523000-00000000-00128	261288	TOLLS FOR DMP PROJECTS	PCard	03/31/2022	165.00
		2100-70-70100-515340-00000000-00128	261293	STANDARD ANNUAL MEMBERSHIP DUES	PCard	04/01/2022	192.00
		Total Paid by Vendor					**357.00**
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00128	LOANS03/2022	SERVICING FEE PER LOANS (BLANKET PO)	73701	04/04/2022	462.50
		Total Paid by Vendor					**462.50**
	ROCKET CITY RENTAL LLC	2100-70-70300-523000-00000000-00128	472590-03	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	74009	04/07/2022	179.80
		2100-70-70300-523000-00000000-00128	473909-03	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	74134	04/14/2022	81.80
		2100-70-70300-523000-00000000-00128	473731-03	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	74134	04/14/2022	275.80
		Total Paid by Vendor					**537.40**
	SERVICEWEAR APPAREL	2100-70-70300-515670-00000000-00128	0047253361	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73496	03/28/2022	21.01
		Total Paid by Vendor					**21.01**
	STAPLES INC	2100-70-70100-515340-00000000-00128	3502958321	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73511	03/28/2022	10.29
		2100-70-70100-515340-PN200015-	3502958324	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73512	03/28/2022	75.75
		2100-70-70100-515340-00000000-00128	3502958320	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73512	03/28/2022	455.22
		2100-70-70100-515340-PN200015-	3501998629	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73720	03/28/2022	(8.18)
		Total Paid by Vendor					**533.08**
	WILSON LUMBER COMPANY	2100-70-70300-523000-00000000-00128	719679	MATERIALS FOR DMP PROJECT 305 WIND & 3102 JOHNNA	73535	03/29/2022	159.00
		2100-70-70300-523000-00000000-00128	719793	MATERIALS FOR DMP PROJECT 305 WIND & 3102 JOHNNA	73535	03/29/2022	318.00
		2100-70-70300-523000-00000000-00128	719794	MATERIALS FOR DMP PROJECT 305 WIND & 3102 JOHNNA	73535	03/29/2022	318.00
		2100-70-70300-523000-00000000-00128	719779	MATERIALS FOR DMP PROJECT 305 WIND & 3102 JOHNNA	73535	03/29/2022	927.60
		2100-70-70300-523000-00000000-00128	719800	MATERIALS FOR DMP PROJECT 305 WIND & 3102 JOHNNA	73535	03/29/2022	293.80

		2100-70-70300-523000-00000000-00128	721408A	MATERIALS FOR DMP PROJECTS (BLANKET PO)	73739	04/01/2022	864.81
		2100-70-70300-523000-00000000-00128	721401	MATERIALS FOR DMP PROJECTS (BLANKET PO)	73739	04/01/2022	1.79
		2100-70-70300-523000-00000000-00128	721663	MATERIALS FOR DMP PROJECTS (BLANKET PO)	73739	04/04/2022	400.89
		Total Paid by Vendor					**3,283.89**
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-00000000-00128	65467	RENT FOR 120 HOLMES AVE. (BLANKET PO)	73743	04/01/2022	3,266.90
		2100-70-70300-515460-00000000-00128	65467	RENT FOR 120 HOLMES AVE. (BLANKET PO)	73743	04/01/2022	2,800.20
		Total Paid by Vendor					**6,067.10**
	Total by Fund 2100						**68,677.07**
2101	ASHAKIRAN INC	2101-70-70100-515340-00000000-00130	REQ17HESGCV20	REIMBURSE EXPENSE REQUEST NO 17	73635	04/01/2022	23,920.47
		Total Paid by Vendor					**23,920.47**
	CRISIS SERVICES OF NORTH ALABAMA	2101-70-70100-515370-00000000-00139	REQ1ADMINERAP2	REIMBURSEMENT EXPENSE REQUEST NO 1 OF ERAP 2	73913	04/11/2022	2,948.50
		Total Paid by Vendor					**2,948.50**
	DIOCESE OF BIRMINGHAM IN ALABAMA	2101-70-70100-515520-00000000-00139	REQ1ERAP2	REIMBURSE EXPENSE REQUEST NO 1	73914	04/11/2022	200,000.00
		Total Paid by Vendor					**200,000.00**
	DISABLED AMERICAN VETERANS	2101-70-70100-515370-00000000-00130	REQ18HESGCV20	REIMBURSE EXPENSE REQUEST NO 18	73915	04/08/2022	2,214.17
		2101-70-70100-515520-00000000-00130	REQ18HESGCV20	REIMBURSE EXPENSE REQUEST NO 18	73915	04/08/2022	6,144.74
		Total Paid by Vendor					**8,358.91**
	FAMILY SERVICES CENTER INC	2101-70-70100-515370-00000000-00139	REQ1ERAP2ADMIN	REIMBURSE ADMIN EXPENSE REQUEST NO 1	73430	03/28/2022	21,308.38
		Total Paid by Vendor					**21,308.38**
	FIRST STOP INC	2101-70-70100-515370-00000000-00130	REQ18HESGCV20	REIMBURSE EXPENSE REQUEST NO 18	73568	03/30/2022	16,376.18
		2101-70-70100-515520-00000000-00119	REQ3CDBG-CV	REIMBURSE EXPENSE FOR REQUEST #3	73659	04/04/2022	3,146.88
		Total Paid by Vendor					**19,523.06**
	NEW FUTURES INC	2101-70-70100-515340-00000000-00130	REQ17HESGCV20	REIMBURSE EXPENSE REQUEST NO 17	73586	03/30/2022	17,195.22
		Total Paid by Vendor					**17,195.22**
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	2101-70-70100-515370-00000000-00130	REQ17HESGCV20	REIMBURSE EXPENSE REQUEST NO 17	73587	03/30/2022	13,649.27
		Total Paid by Vendor					**13,649.27**
	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2651268	TEMP EMPLOYEES (BLANKET PO)	73614	03/31/2022	688.00
		2101-70-70100-515370-00000000-00122	RL2659696	TEMP EMPLOYEES (BLANKET PO)	74027	04/07/2022	533.20
		2101-70-70100-515370-00000000-00122	RL2665495	TEMP EMPLOYEES (BLANKET PO)	74148	04/14/2022	395.60
		Total Paid by Vendor					**1,616.80**
	WELLSTONE BEHAVIORAL HEALTH	2101-70-70100-515370-00000000-00130	REQ17HESGCV20	REIMBURSE EXPENSE REQUEST NO 17	73734	04/01/2022	4,161.82
		Total Paid by Vendor					**4,161.82**
	Total by Fund 2101						**312,682.43**
2500	HUNTSVILLE UTILITIES	2500-00-00000-515700-SLFRF009-	3110100101290422	HUNTSVILLE UTILITIES	74096	04/13/2022	1,059.06
		Total Paid by Vendor					**1,059.06**
	SCHOEL ENGINEERING COMPANY INC	2500-14-00000-523035-00000000-	522879	ENGINEERING SERVICES- RAYMOND	74013	04/11/2022	4,675.00
		2500-14-00000-523035-00000000-	523183	ENGINEERING SERVICES- RAYMOND	74013	04/11/2022	9,975.00
		2500-14-00000-523035-00000000-	523399	ENGINEERING SERVICES- RAYMOND	74013	04/11/2022	13,710.00
		2500-14-00000-523035-00000000-	523879	ENGINEERING SERVICES- RAYMOND	74013	04/11/2022	8,910.00
		Total Paid by Vendor					**37,270.00**
	Total by Fund 2500						**38,329.06**
3020	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	109641	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	73398	03/28/2022	460.00
		3020-55-00000-516010-00000000-	109581	FY22 CONCRETE BLANKET--MAINTENANCE	73628	04/04/2022	110.00
		3020-55-00000-516040-00000000-	110008	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	73628	04/04/2022	1,272.00
		3020-55-00000-516010-00000000-	110312	FY22 CONCRETE BLANKET--MAINTENANCE	73890	04/08/2022	452.00
		3020-55-00000-516010-00000000-	110207	FY22 CONCRETE BLANKET--MAINTENANCE	73890	04/11/2022	287.50
		3020-55-00000-516010-00000000-	110725	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	04/14/2022	954.00
		3020-55-00000-516010-00000000-	110673	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	04/14/2022	110.00
		3020-55-00000-516010-00000000-	110672	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	04/14/2022	110.00
		3020-55-00000-516010-00000000-	110589	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	04/14/2022	220.00
		3020-55-00000-516010-00000000-	110455	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	04/14/2022	508.50
		Total Paid by Vendor					**4,484.00**
	AMIRI ENGINEERING CORP	3020-14-00000-528005-00000000-	6537	CONSTRUCTION MATERIALS TESTING-BRAHAN SP BRIDGE	73632	04/01/2022	6,000.00
		Total Paid by Vendor					**6,000.00**
	BSN SPORTS LLC	3020-14-00000-520600-PR8463XX-	915810318	SOCCER GOAL EQUIPMENT - MERRIMACK SOCCER	73641	03/31/2022	43,295.16
		Total Paid by Vendor					**43,295.16**
	BUDDYS SMALL ENGINES INC	3020-15-00000-520100-00000000-	141827	MOWER FOR LANDSCAPE	74068	04/13/2022	11,966.23
		Total Paid by Vendor					**11,966.23**
	CDG ENGINEERS & ASSOCIATES, INC	3020-71-00000-527000-PR8213XX-	5 FIVE PTS DRAINAGE	FIVE POINTS DRAINAGE STUDY, EN	73905	04/11/2022	32,928.25
		Total Paid by Vendor					**32,928.25**
	CHORBA CONTRACTING CORP	3020-14-00000-523002-00000000-	APPL #5 ANIMAL SVCS	CONTRACTING SERVICES - ANIMAL	73767	04/05/2022	134,861.00
		Total Paid by Vendor					**134,861.00**

CONSTRUCTION MATERIALS INC	3020-55-00000-516010-00000000-	50017884273	STRAW NETTING FOR SOUTH LOT STOCK	74075	04/12/2022	1,968.75
	Total Paid by Vendor					**1,968.75**
DUNLAP CONTRACTING INC	3020-14-00000-522006-00000000-	7195	PAVILION - PUBLIC SAFETY TRAINING FACILITY	73916	04/07/2022	94,063.85
	Total Paid by Vendor					**94,063.85**
EDKO LLC	3020-71-00000-527001-00000000-	360027	HERBICIDE APPLICATION OF BLUELINE DITCHES	73565	03/30/2022	22,000.00
	3020-71-00000-527001-00000000-	356550	HERBICIDE APPLICATION OF BLUELINE DITCHES	73565	03/30/2022	22,000.00
	3020-55-00000-516040-00000000-	360026	1ST HERB SRPAY FOR BLUE LINE DITCH	73917	04/07/2022	22,000.00
	Total Paid by Vendor					**66,000.00**
EVANS & EVANS LAWYERS LLC	3020-71-00000-524003-00000000-	7255	GB PKWY PHS V-D. & B. PAGE CONDEM. TRACT 3A	74083	04/13/2022	375.00
	Total Paid by Vendor					**375.00**
GLOBAL BAS, LLC	3020-14-00000-522011-00000000-	0002144	MARK RUSSELL GYM- MODIFY HVAC CONTROLS	PCard	04/14/2022	4,049.00
	Total Paid by Vendor					**4,049.00**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	2623	HAYS GREEN ROOF MAINTENANCE (BLANKET)	73794	04/06/2022	1,101.60
	Total Paid by Vendor					**1,101.60**
HAY BUCHANAN ARCHITECTS PC	3020-14-00000-523002-00000000-	3626	ARCHITECTURAL SERVICES-ANIMAL	73797	04/05/2022	37,013.84
	Total Paid by Vendor					**37,013.84**
HUNTSVILLE FENCE COMPANY	3020-14-00000-513010-PR8610XX-	COH46222	GENERAL SERVICES TEMP FENCE PANELS	74095	04/12/2022	18,025.24
	Total Paid by Vendor					**18,025.24**
HUNTSVILLE UTILITIES	3020-14-00000-523021-00000000-	JOE DAVIS ATC	JOE DAVIS STADIUM RENO GAS MAIN EXT-ATC	73576	03/30/2022	13,471.00
	3020-14-00000-523021-00000000-	JOE DAVIS STAD ATC	WTR METER INSTALLATION JOE DAVIS STADIUM RENO-ATC	73811	04/05/2022	32,252.00
	3020-14-00000-521003-00000000-	JHP ATC	JHP KIDS SPACE/SKATE PARK ATC - ELECTRIC	73943	04/11/2022	14,236.00
	Total Paid by Vendor					**59,959.00**
HYDE ENGINEERING INC	3020-14-00000-521003-00000000-	22082.8	ELECTRICAL SERVICES - SAND VOLLEYBALL PLOT EXT	73675	04/01/2022	1,875.00
	Total Paid by Vendor					**1,875.00**
KENNEDY BROTHERS CONTRACTING	3020-14-00000-521002-00000000-	379262	BIG SPRING PARK -FILL SINK HOLES	74103	04/12/2022	8,800.00
	Total Paid by Vendor					**8,800.00**
LAND TRUST OF NORTH ALABAMA INC	3020-71-00000-520900-00000000-	1275	ACQUSITION AND PROMOTION OF GR	73681	04/05/2022	31,250.00
	Total Paid by Vendor					**31,250.00**
LEE BUILDERS INC	3020-14-00000-523021-00000000-	APPL #2 JOE DAVIS	CONSTRUCTION SERVICES- JOE DAV	73953	04/11/2022	585,820.87
	3020-14-00000-523021-00000000-	APPL #3 JOE DAVIS	CONSTRUCTION SERVICES- JOE DAV	73953	04/11/2022	1,016,687.04
	Total Paid by Vendor					**1,602,507.91**
LEE COMPANY	3020-14-00000-523033-00000000-	00101684	INSTALL SANITARY PLUMBING-HEALTH CLINIC RENO	73682	04/04/2022	19,555.00
	3020-14-00000-523038-00000000-	00184047	BLANKET PO PLUMBING REPAIR SERVICES	73954	04/07/2022	2,118.89
	Total Paid by Vendor					**21,673.89**
MOBILE COMMUNICATIONS AMERICA INC	3020-44-00000-520500-00000000-	759000700-1	BLANKET PO FOR SIREN REPAIR	73583	03/30/2022	1,077.00
	Total Paid by Vendor					**1,077.00**
MULTIVISTA	3020-14-00000-522010-00000000-	4374	PHOTOGRAPHIC DOCUMENTATION-NEW CITY HALL	73584	03/29/2022	22,175.00
	Total Paid by Vendor					**22,175.00**
PCARD PAYMENTS	3020-75-00000-529000-00000000-	260563	ITEMS FOR BRADFORD/WYNN SIGNAL CONSTRUCTION	PCard	03/28/2022	23.17
	3020-71-00000-527000-00000000-	260564	HOMEDEPOT.COM - FOR INSPECTORS USE ON VARIOUS DRAI	PCard	03/28/2022	31.03
	3020-75-00000-529000-00000000-	260571	ITEMS FOR JORDAN/OAKWOOD FYA UPGRADE	PCard	03/30/2022	79.18
	3020-71-00000-527000-00000000-	260576	HOMEDEPOT.COM - FOR INSPECTORS USE ON VARIOUS DRAI	PCard	03/30/2022	89.98
	3020-52-00000-513010-PR8431XX-	260578	STAIN FOR FENCES - HAYS NATURE PRESERVE	PCard	03/30/2022	452.95
	3020-75-00000-529000-00000000-	260586	ITEMS FOR GREENBRIER/MOORESVILLE SIGNAL CONSTRUCTI	PCard	03/31/2022	26.31
	3020-14-00000-523002-00000000-	260588	MATERIALS PURCHASED FOR THE ANIMAL SERVICES RENOVA	PCard	03/31/2022	2,046.96
	Total Paid by Vendor					**2,749.58**
PRO ELECTRIC INC	3020-14-00000-513010-PR8610XX-	W43148	FERNBELL GYMS REPLACE LIGHTS TO LED FIXTURES	73699	04/01/2022	7,747.94
	Total Paid by Vendor					**7,747.94**
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	99323	SANDRA MOON CRAFT BLDG. REPLACE GAS FURNACE	73593	03/29/2022	8,797.15
	3020-14-00000-513010-PR8610XX-	99290	FLEET- INSTALL EXHAUST FANS	73700	04/01/2022	29,925.62
	3020-14-00000-513010-PR8610XX-	99325	WESTSIDE CENTER BOYS & GIRLS CLUB RHEEM RT UNIT	73977	04/07/2022	8,147.77
	3020-14-00000-513010-PR8610XX-	99322	WESTSIDE CENTER-BOYS & GIRLS CLUB REPLACE RT AC	73977	04/07/2022	26,160.97
	Total Paid by Vendor					**73,031.51**
RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516010-00000000-	3876	CONCRETE PUMPING BLANKET FOR PWS	73837	04/06/2022	829.53
	Total Paid by Vendor					**829.53**
ROGERS GROUP INC	3020-00-00000-220400-00000000-	334919-100-2RET	20327-CHURCH STREET DRAINAGE-FINAL RET	73605	03/30/2022	12,974.67
	3020-00-00000-220400-00000000-	344119-53-2ret	21252-CHURCH STREET PAVING-FINAL RET	73605	03/30/2022	9,615.93
	3020-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	1,696.66
	3020-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	1,987.64
	3020-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	2,420.68
	3020-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	2,704.01
	3020-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	2,758.86

		3020-00-00000-220400-00000000-	334919-108-2RET	21252-OWENS DRIVE DRAINAGE-FINAL RET	73838	04/05/2022	2,404.54
		3020-00-00000-220400-00000000-	334919-132-2RET	21252-SPARKMAN GUARDRAIL-FINAL RET	73838	04/05/2022	1,159.36
		3020-00-00000-220400-00000000-	334919-71-2RET	20327-L&N SIDEWALK-FINAL RET	73838	04/05/2022	878.71
		Total Paid by Vendor					**38,601.06**
	SCHOEL ENGINEERING COMPANY INC	3020-14-00000-522000-PR8626XX-	523880	IRRIGATION DESIGN - ICEPLEX PLOT EXPANSION	74136	04/12/2022	740.00
		3020-14-00000-521017-00000000-	523881	ENGINEERING SERVICES- SANDRA MOON PLAYGROUND	74136	04/12/2022	1,040.00
		Total Paid by Vendor					**1,780.00**
	SHARP COMMUNICATION INC.	3020-14-00000-513010-PR8610XX-	INV4050000106	MJPSC REPLACE NVRS	74144	04/13/2022	8,222.00
		Total Paid by Vendor					**8,222.00**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-71-00000-527000-00000000-	116103903-001	TREES FOR VARIOUS DRAINAGE PROJECTS	PCard	04/12/2022	1,092.00
		3020-71-00000-527000-00000000-	116735313-001	MOUNTAIN LEDGE DRAINAGE PROJECT-TREE REPLACEMENT	PCard	04/12/2022	365.00
		3020-14-00000-521003-00000000-	116979297-001	MAYORS TREE PLANTING - JOHN HUNT PARK	PCard	04/12/2022	(1,620.00)
		Total Paid by Vendor					**(163.00)**
	SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	7375	ADMIN XLR CABLING WORK AT COUNCIL CHAMBERS	73507	03/28/2022	794.04
		Total Paid by Vendor					**794.04**
	SUNBELT RENTALS INC	3020-52-00000-513010-PR8431XX-	123649563-0001	EQUIPMENT RENTAL - HAYS (BLANKET)	74029	04/07/2022	721.60
		Total Paid by Vendor					**721.60**
	TEMPLE INC	3020-75-00000-529000-00000000-	INV0217514	ITEMS FOR PROJECT	73723	03/31/2022	460.00
		Total Paid by Vendor					**460.00**
	TURFGRASS OF TENNESSEE LLC	3020-14-00000-522011-00000000-	27604	SOD-MARK RUSSELL CENTER	74034	04/07/2022	19,858.80
		Total Paid by Vendor					**19,858.80**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	291952	DELINEATORS FOR PROJECT	73731	03/31/2022	3,110.40
		Total Paid by Vendor					**3,110.40**
	VULCAN INC	3020-75-00000-529000-00000000-	R17031	METAL AND BLADES FOR PROJECTS	74042	04/07/2022	3,847.50
		Total Paid by Vendor					**3,847.50**
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	51124109	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	73528	03/28/2022	17,643.93
		3020-55-00000-516010-00000000-	51120028	FY22 ROCK BLANKET--MAINTENANCE	73733	04/01/2022	838.63
		3020-55-00000-516010-00000000-	51120027	FY22 ROCK BLANKET--MAINTENANCE	73733	04/01/2022	820.71
		3020-55-00000-516010-00000000-	51120026	FY22 ROCK BLANKET--MAINTENANCE	73733	04/01/2022	1,871.42
		3020-55-00000-516010-00000000-	51131514	FY22 ROCK BLANKET--MAINTENANCE	74041	04/07/2022	108.80
		3020-55-00000-516010-00000000-	51127827	FY22 ROCK BLANKET--MAINTENANCE	74041	04/07/2022	401.40
		3020-55-00000-516040-00000000-	51131518	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	74041	04/11/2022	11,578.33
		3020-55-00000-516040-00000000-	51131516	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	74041	04/11/2022	56,201.78
		Total Paid by Vendor					**89,465.00**
	WILMER & LEE PA	3020-71-00000-524000-PR8141XX-	22539445	WINCHESTER DEMO	73737	04/04/2022	235.00
		3020-71-00000-524000-PR8141XX-	22539450	OLD TOWN INVESTMENTS	73737	04/04/2022	25.00
		3020-71-00000-524000-PR8141XX-	22539451	WINCHESTER DEMO	73737	04/04/2022	147.50
		3020-71-00000-524000-PR8141XX-	22539452	WINCHESTER DEMO	73736	04/04/2022	825.00
		3020-71-00000-524000-PR8141XX-	22539453	WINCHESTER RD IMPROVEMENTS	73736	04/04/2022	1,214.50
		3020-71-00000-524000-PR8141XX-	22539454	WINCHESTER RD IMPROVEMENTS	73736	04/04/2022	725.00
		3020-71-00000-524000-PR8141XX-	22539455	WINCHESTER DEOM	73736	04/04/2022	1,187.50
		3020-71-00000-524000-PR8141XX-	22539456	WINCHESTER RD. IMPROVEMENTS	73737	04/04/2022	52.50
		3020-71-00000-524000-PR8141XX-	22539457	WINCHESTER RD IMPROVEMENTS	73737	04/04/2022	7.50
		3020-71-00000-524000-PR8141XX-	22539458	WINCHESTER DEMO	73737	04/04/2022	250.00
		3020-71-00000-524000-PR8141XX-	22539459	WINCHESTER RD IMPROVEMENTS	73737	04/04/2022	155.00
		3020-71-00000-524000-PR8141XX-	22539460	WINCHESTER DEMO	73737	04/04/2022	7.50
		3020-71-00000-527000-00000000-	22593477	COMMON AREA & DET FACILITY MAINT AGREEMENTS	73736	04/04/2022	1,075.00
		3020-71-00000-524000-PR8178XX-	22539463	CHURCH ST ROW PHASE 1	73736	04/04/2022	2,867.50
		3020-14-00000-521003-00000000-	22539487	HOLLYWOOD 16 REMNANT TRACT	73736	04/04/2022	632.50
		3020-71-00000-524000-PR8141XX-	22539465	WINCHESTER RD PROJECT	73736	04/04/2022	592.50
		3020-71-00000-524000-PR8141XX-	22539470	PROFESSIONAL SERVICES	73736	04/04/2022	908.25
		3020-71-00000-524003-00000000-	22539461	PROJECT NEW WORLD	73736	04/04/2022	400.00
		3020-71-00000-520903-00000000-	22539467	SPRING BRANCH GREENWAY	73737	04/04/2022	50.00
		3020-71-00000-521000-PR2501XX-	22539466	NORTH HSV INDUSTRIAL PARK PROJ	73737	04/04/2022	15.00
		Total Paid by Vendor					**11,372.75**
	WIREGRASS CONSTRUCTION CO INC	3020-55-00000-516020-00000000-	APPL #8REV	RESURFACING OF RESIDENTIAL STR	74157	04/12/2022	125,784.73
		Total Paid by Vendor					**125,784.73**
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	226229	SUV FOR CRIME SCENE	73540	03/28/2022	34,252.00
		3020-15-00000-520100-00000000-	226230	SUV FOR CRIME SCENE	73540	03/28/2022	34,252.00
		Total Paid by Vendor					**68,504.00**
	Total by Fund 3020						**2,662,167.16**
3040	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS	3040-00-00000-610007-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73803	04/05/2022	97,715.50

	INC	**Total Paid by Vendor**					**97,715.50**
	HUNTSVILLE MADISON COUNTY CONVENTION	3040-00-00000-610010-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73798	04/05/2022	591,630.00
		Total Paid by Vendor					**591,630.00**
	HUNTSVILLE MUSEUM OF ART	3040-00-00000-633920-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73804	04/05/2022	181,250.00
		Total Paid by Vendor					**181,250.00**
	HUNTSVILLE SPORTS COMMISSION	3040-00-00000-610001-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73807	04/05/2022	93,795.00
		Total Paid by Vendor					**93,795.00**
	HUNTSVILLE TENNIS CENTER BOARD OF CONTROL	3040-00-00000-633970-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73809	04/05/2022	62,500.00
		Total Paid by Vendor					**62,500.00**
	US SPACE & ROCKET CENTER FOUNDATION	3040-00-00000-610004-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73858	04/05/2022	81,250.00
		Total Paid by Vendor					**81,250.00**
	VON BRAUN CENTER	3040-00-00000-636100-00000000-	FY22 Q3	FY22 APPROPRIATION ORD #21-867 BLANKET PO	73860	04/05/2022	757,575.00
		Total Paid by Vendor					**757,575.00**
	Total by Fund 3040						**1,865,715.50**
3050	DUNLAP CONTRACTING INC	3050-14-00000-521015-00000000-	APPL #5 JHP PH 1	CONSTRUCTION CONTRACT- JHP SOC	73916	04/11/2022	506,000.00
		Total Paid by Vendor					**506,000.00**
	GTEC LLC	3050-14-00000-521015-00000000-	755	CMT & STORM WATER INSPECTIONS-JHP SOCCER PH1	74089	04/12/2022	3,662.50
		Total Paid by Vendor					**3,662.50**
	Total by Fund 3050						**509,662.50**
3060	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	RAMP & REFLECTORS	PARAOLYMPIC WHEELCHAIR RAMP AND REFL-ORD 22-298	73444	03/29/2022	10,477.47
		Total Paid by Vendor					**10,477.47**
	Total by Fund 3060						**10,477.47**
3080	GARVER LLC	3080-71-00000-524027-00000000-	21S02160-9	WEST HUNTSVILLE PARK EDS	73661	04/01/2022	8,477.80
		3080-71-00000-524027-00000000-	21S02490-4	OLD MONROVIA ROAD IMPROVEMENTS	73661	04/01/2022	6,489.97
		3080-71-00000-524008-00000000-	21S02680-2	EDS FOR ACCES RD BTW ODESSY DR	73661	04/01/2022	2,373.34
		3080-71-00000-524037-00000000-	20S02430-1	GREENBRIER PARKWAY QUANTITY VE	73792	04/05/2022	3,345.00
		Total Paid by Vendor					**20,686.11**
	GOODWYN MILL CAWOOD LLC	3080-71-00000-524000-PR8114XX-	EHUN21000112	NORTHERN BYPASS COORIDOR STUDY	73925	04/11/2022	18,250.00
		Total Paid by Vendor					**18,250.00**
	GRAYBAR ELECTRIC COMPANY	3080-71-00000-524037-00000000-	9326220694	ELECRTICAL ITEMS FOR GREENBRIER/MOORESVILLE	73929	04/07/2022	142.80
		Total Paid by Vendor					**142.80**
	HUNTSVILLE UTILITIES	3080-71-00000-530000-00000000-	UPLAND PARK ATC	UPLAND PARK/KITT LANE ATC	73674	04/01/2022	45,915.00
		3080-71-00000-530000-00000000-	ATC UPLAND PARK ELEC	UPLAND PK, KITT LN, ATC ELEC WBS:NCS*22010023.E.MN	74096	04/13/2022	935.00
		Total Paid by Vendor					**46,850.00**
	JAMES MARTIN SELLERS	3080-71-00000-530000-00000000-	5338-JHP	ARIEL PHOTO-JOHN HUNT PARK	73707	04/04/2022	300.00
		3080-71-00000-530000-00000000-	5338-NHIP	ARIEL PHOTO-NHIP	73707	04/04/2022	150.00
		3080-71-00000-530000-00000000-	5338-MIDCITY	AERIEL PHOTO-MIDCITY	73707	04/04/2022	200.00
		3080-71-00000-530000-00000000-	5369-NHIP	PHOTO FLIGHT-NHIP	74015	04/11/2022	300.00
		3080-71-00000-530000-00000000-	5369-MTMUSA	PHOTO FLIGHT - MTMUSA	74015	04/11/2022	150.00
		3080-71-00000-530000-00000000-	5369-DOWNTOWN	PHOTO FLIGHT - DOWNTOWN	74015	04/11/2022	150.00
		Total Paid by Vendor					**1,250.00**
	MILLER & MILLER INC	3080-71-00000-524041-00000000-	APPL #7 GRNBR PH 5	GREENBRIER PARKWAY PHASE V	73687	04/01/2022	1,133,943.03
		Total Paid by Vendor					**1,133,943.03**
	NORTH ALABAMA SIGN INC	3080-71-00000-530000-00000000-	1839	PRODUCTION AND INSTALLATION OF PARALYMPICS SIGN	74117	04/13/2022	1,200.00
		Total Paid by Vendor					**1,200.00**
	OMI INC	3080-71-00000-524041-00000000-	22646	GREENBRIER PARKWAY PHASE 5 - C	73967	04/11/2022	1,734.40
		Total Paid by Vendor					**1,734.40**
	PETTEY AND ASSOCIATES	3080-71-00000-530000-00000000-	22126	FEE FOR APPRAISAL SERVICES RENDERED	74123	04/13/2022	2,500.00
		Total Paid by Vendor					**2,500.00**
	PRO ELECTRIC INC	3080-71-00000-530000-00000000-	W43170	CHASE'S SIGN AT MOORESMILL & PPG WAY	74124	04/12/2022	8,793.79
		Total Paid by Vendor					**8,793.79**
	ROGERS GROUP INC	3080-00-00000-220400-00000000-	334919-110-2RET	21252-I-565 BRUSH CLEARING-FINAL RET	73838	04/05/2022	4,059.23
		3080-00-00000-220400-00000000-	FINAL RET	21252-VARIOUS PROJECTS-FINAL RETAINAGE	73839	04/05/2022	756.01
		3080-71-00000-524038-00000000-	APPL #17 OLD HGW 20	OLD HIGHWAY 20, PHASE II CONST	74011	04/11/2022	151,274.79
		Total Paid by Vendor					**156,090.03**
	UTILICOM SUPPLY ASSOCIATES LLC	3080-71-00000-524023-00000000-	291688	DELINEATORS FOR ZEIRDT,MARTIN & MAD.BLVD	73731	03/31/2022	9,253.20
		Total Paid by Vendor					**9,253.20**
	WILMER & LEE PA	3080-71-00000-530000-00000000-	22539469	JAGUAR HILLS SUBDIVISION	73737	04/04/2022	7.50
		3080-71-00000-530000-00000000-	22539471	PROJECT VISION	73737	04/04/2022	15.00
		3080-71-00000-530000-00000000-	22539475	COH: BUILDERS SQUARE	73737	04/04/2022	75.00
		3080-71-00000-530000-00000000-	22539481	COH: PROJECT PERSONALITY	73736	04/04/2022	625.00
		3080-71-00000-530000-00000000-	22539482	PROJECT CROWN	73736	04/04/2022	352.50

		3080-71-00000-530000-00000000-	22539484	SALTY BOTTOM RD/MOUNTAIN TOP	73736	04/04/2022	27,863.80
		3080-71-00000-524008-00000000-	22539464	GOVERNORS EASTR WIDENING	73736	04/04/2022	937.50
		3080-71-00000-524008-00000000-	22539489	KIRBY LN RIGHT OF WAY	73736	04/04/2022	435.00
		3080-71-00000-524008-00000000-	22539478	MONROE RD IMPROVEMENTS	73736	04/04/2022	1,391.00
		3080-71-00000-524008-00000000-	22539485	BRIDGESTREET CONNECTOR RD.	73736	04/04/2022	347.50
		3080-71-00000-524008-00000000-	22539486	SIGNAL POST AT PULASKI AND WINCHESTER	73736	04/04/2022	317.50
		3080-71-00000-521000-BUDGET01-	22539490	LAND TRUST PULASKI PIKE	73736	04/04/2022	500.00
		3080-71-00000-521000-BUDGET01-	22539468	GRAHAM GREENWAY	73737	04/04/2022	120.00
		3080-71-00000-521000-BUDGET01-	22539476	GRAHAM GREENWAY	73736	04/04/2022	416.75
		3080-71-00000-524000-BUDGET01-	22539483	GUNTERS WAY RIGHT OF WAY PROJ	73737	04/04/2022	282.50
		3080-71-00000-530010-00000000-	22539446	CUMMINGS RESEARCH PARK	73736	04/04/2022	4,807.50
		3080-71-00000-530000-00000000-	22539473	DALLAS MILL SITE APARTMENTS	73737	04/04/2022	7.50
		3080-71-00000-530000-00000000-	22539474	EMERALD RIDGES AT MT. SHARON	73736	04/04/2022	450.00
		3080-71-00000-524000-PR8114XX-	22539442	NORTHERN BYPASS	73736	04/04/2022	400.00
		3080-71-00000-524000-PR8114XX-	22539447	NORHTERN BYPASS	73737	04/04/2022	52.50
		3080-71-00000-524000-PR8114XX-	22539448	NORTHERN BYPASS	73737	04/04/2022	22.50
		3080-71-00000-524000-PR8114XX-	22539449	NORTHERN BYPASS	73736	04/04/2022	2,555.00
		3080-71-00000-524024-00000000-	22539462	GOVERNORS DR. PROJECT PHASE II. CONDEMATION OF PRO	73737	04/04/2022	44.75
		3080-71-00000-524027-00000000-	22539444	URBAN RENEWAL PROJECT	73737	04/04/2022	150.00
		3080-71-00000-530010-00000000-	22539491	PROJECT WAGON	73736	04/04/2022	1,250.00
		3080-71-00000-530010-00000000-	22539441	DOLPHIN PROJECT-RESEARCH PARK	73736	04/04/2022	292.50
		3080-71-00000-524008-00000000-	22539538	LEEMAN FERRY ROW ISSUES	73736	04/04/2022	700.00
		3080-71-00000-524037-00000000-	22539480	COH: HORTON FARMS	73736	04/04/2022	4,750.00
		3080-71-00000-521000-BUDGET01-	22539472	MEEK GREENWAY	73736	04/04/2022	1,302.50
		3080-71-00000-524008-00000000-	5386/48774	MONROE RD IMPROVE. NIVENS & ASSOC APPRASAILS	74156	04/13/2022	10,000.00
		Total Paid by Vendor					**60,471.30**
	Total by Fund 3080						**1,461,164.66**
3205	ROGERS GROUP INC	3205-71-00000-540100-TE1001XX-	EST NO 15-FINAL	REDSTONE GATEWAY PHASE II	74012	04/11/2022	74,059.98
		Total Paid by Vendor					**74,059.98**
	Total by Fund 3205						**74,059.98**
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	146-51150-00-032422	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	4,353.35
		3310-71-00000-515550-00000000-	146-02400-00-032422	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	661.50
		3310-71-00000-515550-00000000-	146-51155-00-032422	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	681.35
		3310-71-00000-515550-00000000-	136-65650-00-032222	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	25.38
		3310-71-00000-515550-00000000-	136-36500-00-032322	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	16.80
		3310-71-00000-515550-00000000-	136-34530-00-032322	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	33.80
		3310-71-00000-515550-00000000-	136-56300-00-032222	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	11.55
		3310-71-00000-515550-00000000-	136-16900-00-032222	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	67.61
		3310-71-00000-515550-00000000-	136-16650-00-032222	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	67.39
		3310-71-00000-515550-00000000-	146-43510-00-032422	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	23.26
		3310-71-00000-515550-00000000-	136-16800-00-032322	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73757	04/06/2022	141.83
		Total Paid by Vendor					**6,083.82**
	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	3110100101650322	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	73810	04/05/2022	291,377.38
		Total Paid by Vendor					**291,377.38**
	Total by Fund 3310						**297,461.20**
3420	WALTER CRAIG LLC	3420-41-00000-515520-00000000-	4592	GUN LIGHTS	73529	03/28/2022	57,386.00
		Total Paid by Vendor					**57,386.00**
	Total by Fund 3420						**57,386.00**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-351178	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	73567	03/30/2022	81.99
		3430-41-00000-515520-00000000-	00019-351622	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	73786	04/06/2022	146.96
		3430-41-00000-515520-00000000-	00019-350730	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	73920	04/11/2022	84.99
		3430-41-00000-515520-00000000-	00158-270026	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	74084	04/13/2022	81.99
		Total Paid by Vendor					**395.93**
	FLEET FUELING	3430-41-00000-515520-00000000-	79827859	STAC FUEL CHARGES - BLANKET PO	73921	04/07/2022	135.98
		Total Paid by Vendor					**135.98**
	GALLS LLC	3430-41-00000-515520-00000000-	020569844	BALLISTIC HELMETS FOR STAC	73569	03/30/2022	9,281.25
		Total Paid by Vendor					**9,281.25**
	Total by Fund 3430						**9,813.16**
3510	CLAIM PAYMENTS	3510-43-00000-430105-00000000-	CASE #11131506	RESTITUTION FOR GAGE DEVRIES TOP 4TH DEGREE	74072	04/13/2022	29.30
		Total Paid by Vendor					**29.30**
	Total by Fund 3510						**29.30**
3520	TYLER TECHNOLOGIES INC	3520-43-00000-520300-00000000-	025-363596	MUNIS INCODE MODULE - RES 21-180	73857	04/05/2022	3,120.00

		3520-43-00000-520300-00000000-	025-372714	MUNIS INCODE MODULE - RES 21-180	74035	04/11/2022	3,120.00
		3520-43-00000-520300-00000000-	025-367008	MUNIS INCODE MODULE - RES 21-180	74035	04/11/2022	75,596.00
		Total Paid by Vendor					**81,836.00**
	Total by Fund 3520						**81,836.00**
3560	REFUND PAYMENTS	3560-51-00000-515106-00000000-	REF BLK 47 LOT 27	PUR OF PROPERTY PER FROR, BLK 47 LOT 27 SP 23,24	73703	04/01/2022	3,000.00
		Total Paid by Vendor					**3,000.00**
	SHATTUCK PAINTING	3560-51-00000-515340-00000000-	6564	PAINT NEW & EXISTING SIDEWALKS AT MAPLE HILL CEME	73710	04/04/2022	1,019.71
		Total Paid by Vendor					**1,019.71**
	Total by Fund 3560						**4,019.71**
3900	ALABAMA MEDIA GROUP	3900-44-00000-515010-PN200004-00004	0010296355	SERVICE CHARGES	73892	04/11/2022	51.80
		Total Paid by Vendor					**51.80**
	AT&T	3900-44-00000-515070-00000000-	2872745483110322	FY22 BLANKET PO ATT MOBILITY CRADLEPOINT FOR EMA	74059	04/13/2022	39.99
		Total Paid by Vendor					**39.99**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	45.45
		3900-44-00000-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	105.38
		3900-44-00000-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	39.26
		3900-44-00000-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	21.60
		3900-44-00000-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	39.87
		Total Paid by Vendor					**251.56**
	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	3110100101140422	SERVICE CHARGES	73941	04/08/2022	932.61
		Total Paid by Vendor					**932.61**
	PCARD PAYMENTS	3900-44-00000-515790-00000000-	260608	REGISTRATION FOR NATIONAL REP CONFERENCE	PCard	04/05/2022	600.00
		3900-44-00000-515790-00000000-	261276	FUEL	PCard	03/29/2022	55.00
		3900-44-00000-515790-00000000-	261297	HOTEL CHARGE FOR IAEM REGION 4 CONFERENCE	PCard	04/01/2022	711.12
		3900-44-00000-515790-00000000-	261298	FUEL	PCard	04/01/2022	53.00
		Total Paid by Vendor					**1,419.12**
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20220000025910	SERVICE CHARGES	74022	04/08/2022	550.46
		Total Paid by Vendor					**550.46**
	Total by Fund 3900						**3,245.54**
3910	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	3110100101290422	HUNTSVILLE UTILITIES	74096	04/13/2022	7,801.76
		Total Paid by Vendor					**7,801.76**
	Total by Fund 3910						**7,801.76**
4011	COLUMBIA CASCADE CO	4011-14-00000-522014-00000000-	54313-73	AMPHITHEATER - BIKE RACKS	73648	04/04/2022	2,433.50
		Total Paid by Vendor					**2,433.50**
	Total by Fund 4011						**2,433.50**
4013	ALABAMA MEDIA GROUP	4013-14-00000-521016-00000000-	261361	JOHN HUNT PARK KIDS SPACE PHASE 2-ALABAMA MEDIA GR	PCard	04/07/2022	685.87
		Total Paid by Vendor					**685.87**
	CORE & MAIN LP	4013-14-00000-521016-00000000-	Q275932	PIPE MATERIALS - JOHN HUNT PARK KIDS SPACE	73649	04/01/2022	32,515.20
		4013-14-00000-521016-00000000-	Q309249	PIPE MATERIALS - JOHN HUNT PARK KIDS SPACE	73649	04/01/2022	5,476.80
		4013-14-00000-521016-00000000-	Q316007	PIPE MATERIALS - JOHN HUNT PARK KIDS SPACE	73649	04/01/2022	27,302.80
		Total Paid by Vendor					**65,294.80**
	SERVPRO OF NORTH HUNTSVILLE	4013-14-00000-523023-PHASE002-	6001862	MICROBIAL INSPECTION & TESTING-SANDRA MOON PH2	74016	04/07/2022	4,265.88
		Total Paid by Vendor					**4,265.88**
	Total by Fund 4013						**70,246.55**
4015	HUNTSVILLE UTILITIES	4015-14-00000-522010-00000000-	CITY HALL ATC	CITY HALL ATC ELECTRIC	73942	04/11/2022	4,724.00
		4015-14-00000-522010-00000000-	ATC CITY HALL WTR	CITY HALL ATC WATER	73944	04/11/2022	34,906.00
		Total Paid by Vendor					**39,630.00**
	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL #3 CITY HALL	CONSTRUCTION SERVICES-NEW CITY	73856	04/05/2022	987,975.85
		Total Paid by Vendor					**987,975.85**
	WILMER & LEE PA	4015-14-00000-522010-00000000-	22539492	FOUNTAIN CIRCLE SURPLUS	73736	04/04/2022	1,880.00
		Total Paid by Vendor					**1,880.00**
	Total by Fund 4015						**1,029,485.85**
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	WASTEWATER EXAM 0216	WASTEWATER EXAM FOR CAMERON SLOAN 18133	74053	04/13/2022	325.00
		Total Paid by Vendor					**325.00**
	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	10729006	HOSE REPAIRS (BLANKET)	73627	04/04/2022	191.51
		Total Paid by Vendor					**191.51**
	ALABAMA CONCRETE INC	6000-76-00000-526000-00000000-	109774	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	73398	03/28/2022	3,360.00
		6000-76-00000-526000-00000000-	110010	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	73628	04/04/2022	1,400.00
		6000-76-00000-526000-00000000-	109868	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	73628	04/04/2022	784.00
		6000-76-76300-516030-00000000-	110208	POINT REPAIR (BLANKET)	73628	04/04/2022	672.00
		6000-76-00000-526000-00000000-	110381	PLANT 1 (BLANKET)	73890	04/08/2022	336.00

	6000-76-00000-526000-00000000-	110590	CHASE CHLORINE CONTACT CHAMBER (BLANKET)	74054	04/12/2022	4,480.00
	Total Paid by Vendor					**11,032.00**
ALL SHARPE INC	6000-76-76110-513030-00000000-	40307	COM TX 040422/40307	73895	04/08/2022	80.00
	Total Paid by Vendor					**80.00**
AT&T	6000-76-76100-515070-00000000-	25653564124010322	FY22 BLANKET PO ATT MAIN CENTREX FOR COH	73547	03/29/2022	62.90
	6000-76-76100-515070-00000000-	256-534-5657-032022	CMOM DATA FLOW LINES (BLANKET)	73756	04/06/2022	238.61
	Total Paid by Vendor					**301.51**
ATHENS UTILITIES	6000-76-76370-515700-00000000-	116-32200-01-0322	LIFT STATION UTILITIES (BLANKET)	73548	03/30/2022	232.26
	6000-76-76370-515700-00000000-	108-08250-01 031722	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	3,362.81
	6000-76-76370-515700-00000000-	108-26005-01 031722	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	54.43
	6000-76-76370-515700-00000000-	144-31850-00 032422	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	315.65
	6000-76-76370-515700-00000000-	142-67390-01 032422	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	901.31
	6000-76-76370-515700-00000000-	146-02493-00 032422	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	18,655.41
	6000-76-76370-515700-00000000-	144-00199-00 032422	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	115.25
	6000-76-76370-515700-00000000-	136-16500-01 032322	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	2,503.63
	6000-76-76370-515700-00000000-	144-00060-00 032422	LIFT STATION UTILITIES (BLANKET)	73636	04/04/2022	75.43
	6000-76-76370-515700-00000000-	142-69995-01-032422	LIFT STATION UTILITIES (BLANKET)	73757	04/06/2022	399.87
	6000-76-76370-515700-00000000-	144-29008-00-032422	LIFT STATION UTILITIES (BLANKET)	73757	04/06/2022	100.44
	6000-76-76370-515700-00000000-	146-02460-01-032422	LIFT STATION UTILITIES (BLANKET)	73898	04/07/2022	747.01
	Total Paid by Vendor					**27,463.50**
BRENNTAG MID-SOUTH INC	6000-76-76200-515340-00000000-	BMS105766	PLANT 5	73551	03/30/2022	844.80
	6000-76-76200-515340-00000000-	BMS105765	PLANT 2	73551	03/30/2022	4,884.41
	6000-76-76200-515340-00000000-	BMS106758	PLANT 4	73639	04/01/2022	4,908.25
	6000-76-76200-515340-00000000-	BMS109420	PLANT 5/6	73639	04/04/2022	2,725.00
	6000-76-76200-515340-00000000-	BMS109421	PLANT 5/6	73639	04/04/2022	1,310.18
	6000-76-76200-515340-00000000-	BMS109419	PLANT 6	73639	04/04/2022	2,720.35
	6000-76-76200-515340-00000000-	BMS111777	PLANT 1	73763	04/06/2022	4,882.25
	6000-76-76200-515340-00000000-	BMS111776	PLANT 1	73763	04/06/2022	4,890.92
	6000-76-76200-515340-00000000-	BMS112692	PLANT 5	73763	04/06/2022	941.40
	6000-76-76200-515340-00000000-	BMS113652	PLANT 1	73903	04/07/2022	4,934.26
	6000-76-76200-515340-00000000-	BMS117722	PLANT 5/6	74065	04/13/2022	3,902.60
	Total Paid by Vendor					**36,944.42**
C SPIRE BUSINESS	6000-76-76370-513040-00000000-	C009171147	QUOTE AAAQ134663 WP-SCADA RADIOS	73643	03/31/2022	1,450.17
	Total Paid by Vendor					**1,450.17**
CAMPBELL TRANSPORT	6000-76-76300-516030-00000000-	4193	EQUIPMENT TRANSPORT	73644	04/04/2022	750.00
	Total Paid by Vendor					**750.00**
CHEMPACE CORPORATION	6000-00-00000-140100-00000000-	630974	INVENTORY	73766	04/06/2022	1,627.27
	Total Paid by Vendor					**1,627.27**
CINTAS	6000-76-76100-515670-00000000-	4112655837	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	50.81
	6000-76-76100-515670-00000000-	4113351204	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	50.81
	6000-76-76100-515670-00000000-	4113973230	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	50.81
	6000-76-76100-515670-00000000-	4114327433	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	80.60
	6000-76-76100-515670-00000000-	4113624665	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	80.60
	6000-76-76100-515670-00000000-	4112930865	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	80.60
	6000-76-76100-515670-00000000-	4112930799	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	20.42
	6000-76-76100-515670-00000000-	4113624673	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	20.42
	6000-76-76100-515670-00000000-	4114327376	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	20.42
	6000-76-76100-515670-00000000-	4114190528	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	98.59
	6000-76-76100-515670-00000000-	4113511269	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	98.59
	6000-76-76100-515670-00000000-	4112724693	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	106.79
	6000-76-76100-515670-00000000-	4113627224	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	30.18
	6000-76-76100-515670-00000000-	4112933766	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	30.18
	6000-76-76100-515670-00000000-	4114330066	WPC UNIFORMS MARCH 2022 (BLANKET)	73416	03/28/2022	30.18
	6000-76-76300-515340-00000000-	4112930587	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	41.57
	6000-76-76300-515340-00000000-	4113624482	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	41.57
	6000-76-76300-515340-00000000-	4114327133	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	41.57
	6000-76-76300-515340-00000000-	4112930639	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	35.37
	6000-76-76300-515340-00000000-	4113624505	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	35.37
	6000-76-76300-515340-00000000-	4114327149	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	35.37
	6000-76-76300-515340-00000000-	4112824653	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	12.47
	6000-76-76300-515340-00000000-	4113511226	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	12.47
	6000-76-76300-515340-00000000-	4114190500	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	12.47

	6000-76-76300-515340-00000000-	4112930904	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	15.57
	6000-76-76300-515340-00000000-	4113624648	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	15.57
	6000-76-76300-515340-00000000-	4114327339	LAUNDRY RENTAL MARCH 2022	73645	03/31/2022	15.57
	6000-76-76100-515670-00000000-	4114328688	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	1,154.77
	6000-76-76100-515670-00000000-	4112932119	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	1,655.14
	6000-76-76100-515670-00000000-	4113958062	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	45.61
	6000-76-76100-515670-00000000-	4113338792	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	45.61
	6000-76-76100-515670-00000000-	4112639497	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	33.48
	6000-76-76100-515670-00000000-	4113625986	WPC UNIFORMS MARCH 2022 (BLANKET)	73645	03/31/2022	1,118.99
	Total Paid by Vendor					**5,218.54**
CORE & MAIN LP	6000-00-00000-140100-00000000-	Q526120	INVENTORY	73419	03/28/2022	8,762.44
	6000-00-00000-140100-00000000-	Q569409	INVENTORY	73419	03/28/2022	2,414.30
	6000-00-00000-140100-00000000-	Q510461	INVENTORY	73419	03/28/2022	278.89
	6000-76-00000-526000-00000000-	Q575412	WESTERN AREA WWTP	73419	03/28/2022	65,478.00
	6000-76-76370-513040-00000000-	Q487271	GREENBRIAR PS TAP VALVE	73562	03/29/2022	2,347.95
	6000-76-76250-513040-00000000-	Q546446	PL1 GBT BLDG INJECTION PUMP	73771	04/06/2022	496.07
	6000-76-76250-513040-00000000-	Q594182	HAYS FARM PS & PL1A	73771	04/06/2022	1,184.20
	6000-76-76370-513040-00000000-	Q487292	GREENBRIER PS TAP VALVE	73771	04/06/2022	826.48
	6000-76-76300-515340-00000000-	Q578636	STOCK	73909	04/08/2022	740.76
	Total Paid by Vendor					**82,529.09**
COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA024942 9	CHASE CHLORINE CONTACT CHAMBER	73651	04/04/2022	4,200.00
	6000-76-00000-526000-00000000-	RSA026468 4	CHASE CHLORINE CONTACT CHAMBER	74078	04/12/2022	5,200.00
	Total Paid by Vendor					**9,400.00**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	22720	PEST CONTROL SVCS BLANKET (OCT 2021-SEPT 2022)	73778	04/06/2022	190.00
	Total Paid by Vendor					**190.00**
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	74.19
	6000-76-76110-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	138.60
	6000-76-76110-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	222.84
	6000-76-76110-514010-00000000-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	189.35
	6000-76-76110-514010-00000000-	CFN-11884	FUELING TRANS DATED 032522	73655	04/01/2022	197.31
	6000-76-76110-514010-00000000-	CFN-11899	FUELING TRANS DATED 032622	73655	04/01/2022	668.82
	6000-76-76110-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	155.75
	6000-76-76110-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	1,375.99
	6000-76-76110-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	125.15
	6000-76-76110-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	759.49
	6000-76-76110-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	65.07
	6000-76-76110-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	124.73
	6000-76-76110-514010-00000000-	INV-184394	FUEL FOR STATIONARY TANKS (BLANKET)	73782	04/05/2022	773.14
	6000-76-76110-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	232.02
	6000-76-76110-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	300.24
	6000-76-76110-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	68.08
	6000-76-76110-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	205.26
	6000-76-76110-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	193.24
	6000-76-76110-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	229.31
	6000-76-76110-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	191.53
	6000-76-76110-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	192.07
	6000-76-76110-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	45.84
	6000-76-76110-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	66.58
	6000-76-76110-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	991.38
	6000-76-76110-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	558.63
	6000-76-76110-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	44.78
	6000-76-76110-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	246.01
	6000-76-76110-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	54.72
	6000-76-76110-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	191.04
	Total Paid by Vendor					**8,681.16**
EASTERN INDUSTRIAL	6000-76-76250-513040-00000000-	S3425477.001	PL1	73783	04/06/2022	464.20
	Total Paid by Vendor					**464.20**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	33937	R&M EQ #050529 (OVER 25,000 GVWR)	73785	04/06/2022	312.50
	6000-76-76110-513030-00000000-	33975	R&M EQ #022054	73785	04/06/2022	348.54
	6000-76-76110-513030-00000000-	33949	R&M EQ #021906	73785	04/06/2022	1,203.96
	6000-76-76110-513030-00000000-	33879	R&M EQ #030538 (OVER 25,000 GVWR)	73785	04/06/2022	710.20
	6000-76-76110-513030-00000000-	33880	R&M EQ #030515 (OVER 25,000 GVWR)	73785	04/06/2022	1,437.33

	6000-76-76110-513030-00000000-	33925	R&M EQ #030609 (OVER 25,000 GVWR)	73785	04/06/2022	1,731.90
	6000-76-76110-513030-00000000-	33844	R&M EQ #021186	PCard	04/14/2022	499.60
	Total Paid by Vendor					**6,244.03**
FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	6000-76-76100-515220-00000000-	11489	2021-2022 PROPERTY INSURANCE(SOLE SOURCE)	73922	04/11/2022	960.90
	Total Paid by Vendor					**960.90**
HACH COMPANY	6000-76-76200-515340-00000000-	12963776	LAB SUPPLIES (SOLE SOURCE)	73664	04/04/2022	312.92
	6000-76-76100-515250-00000000-	12964378	ANNUAL SUPPORT RENEWAL (SOLE SOURCE)	73795	04/06/2022	4,212.00
	Total Paid by Vendor					**4,524.92**
HARVEST MONROVIA SEWER AND FIRE PROTECTION	6000-76-76370-515700-00000000-	26511-032522	LS UTILITIES (BLANKET)	73931	04/08/2022	16.62
	6000-76-76370-515700-00000000-	24115-030322	LS UTILITIES (BLANKET)	73931	04/08/2022	16.62
	Total Paid by Vendor					**33.24**
HUNTSVILLE FENCE COMPANY	6000-76-76250-513010-00000000-	COH4622	JAKE DRIVE	73939	04/07/2022	9,499.00
	Total Paid by Vendor					**9,499.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	PT17083	REPAIR NEW HOLLAND BACKHOE	73940	04/11/2022	775.50
	Total Paid by Vendor					**775.50**
HYDRA SERVICE INC	6000-76-00000-526000-00000000-	157141	CHASE WWTP (SOLE SOURCE)	73577	03/30/2022	9,695.00
	6000-76-76200-515340-00000000-	1573440	INVENTORY	73676	04/04/2022	261.18
	Total Paid by Vendor					**9,956.18**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	52872	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73578	03/30/2022	725.04
	6000-76-76200-515340-00000000-	52870	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73578	03/30/2022	2,640.68
	6000-76-76200-515340-00000000-	52882	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73578	03/30/2022	4.89
	6000-00-00000-140100-00000000-	52982	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	73578	03/30/2022	63.00
	6000-76-76300-515340-00000000-	52856	FOR SEWER CONSTRUCTION	73578	03/30/2022	984.28
	6000-76-76200-515340-00000000-	52994	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	145.94
	6000-76-76200-515340-00000000-	52974	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	162.42
	6000-76-76200-515340-00000000-	53033	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	554.40
	6000-76-76200-515340-00000000-	53009	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	1,445.26
	6000-76-76200-515340-00000000-	52953	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	78.46
	6000-76-76200-515340-00000000-	52945	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73813	04/06/2022	128.13
	6000-00-00000-140100-00000000-	53066	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	74098	04/12/2022	52.50
	Total Paid by Vendor					**6,985.00**
JAMES R HALL	6000-76-76110-513030-00000000-	55933	COM TX 040422/55933	74008	04/08/2022	85.00
	6000-76-76110-513030-00000000-	54427	COM TX 040622/54427	74131	04/11/2022	35.00
	6000-76-76110-513030-00000000-	54537	COM TX 040622/54537	74133	04/11/2022	250.00
	Total Paid by Vendor					**370.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	4.30
	6000-76-76110-513030-00000000-	232851	NAPA TRX DATE 032522	73454	03/28/2022	2.94
	6000-76-76110-513030-00000000-	232851	NAPA TRX DATE 032522	73454	03/28/2022	11.69
	6000-76-76110-513030-00000000-	232851	NAPA TRX DATE 032522	73454	03/28/2022	21.44
	6000-76-76110-513030-00000000-	232851	NAPA TRX DATE 032522	73454	03/28/2022	25.34
	6000-76-76110-513030-00000000-	232677	AUTO PARTS (BLANKET)	73684	03/31/2022	449.05
	6000-76-76110-513030-00000000-	232433	AUTO PARTS (BLANKET)	73684	04/01/2022	427.82
	6000-76-76110-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	15.59
	6000-76-76110-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	21.44
	6000-76-76110-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	114.08
	6000-76-76110-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	4.30
	6000-76-76110-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	2.94
	6000-76-76110-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	4.35
	6000-76-76110-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	16.32
	Total Paid by Vendor					**1,121.60**
MARK JOHNSON CONSTRUCTION LLC	6000-00-00000-220400-00000000-	1866-RET	20974-PLANT 1A INFLUENT PS REHAB-FINAL RET	74109	04/14/2022	2,187.32
	6000-00-00000-220400-00000000-	1872-RET	20974-PLANT 1A INFLUENT PS REHAB-FINAL RET	74109	04/14/2022	4,713.91
	6000-00-00000-220400-00000000-	1863-RET	20974-PLANT 1A INFLUENT PS REHAB-FINAL RET	74108	04/14/2022	575.54
	6000-00-00000-220400-00000000-	1878-RET	20974-CHASE WWTP CHLORING IMPROVEM-FINAL RET	74109	04/14/2022	1,730.49
	6000-00-00000-220400-00000000-	1887-RET	20974-CHASE WWTP CHLORING IMPROVEM-FINAL RET	74109	04/14/2022	4,429.87
	6000-00-00000-220400-00000000-	1900-RET	20974-CHASE WWTP CHLORING IMPROVEM-FINAL RET	74109	04/14/2022	1,267.68
	6000-00-00000-220400-00000000-	1898-RET	20974-CHASE WWTP CHLORING IMPROVEM-FINAL RET	74109	04/14/2022	3,043.29
	6000-00-00000-220400-00000000-	1909-RET	20974-CHASE WWTP CHLORING IMPROVEM-FINAL RET	74109	04/14/2022	1,843.09
	6000-00-00000-220400-00000000-	1880-RET	20974-SB PL 1A TRAIN 4 PRIMARY CLARIFIER-FINAL RET	74109	04/14/2022	2,081.50
	6000-00-00000-220400-00000000-	1886-RET	20974-SB PL 1A TRAIN 4 PRIMARY CLARIFIER-FINAL RET	74109	04/14/2022	2,381.35
	6000-00-00000-220400-00000000-	1897-RET	20974-SB PL 1A TRAIN 4 PRIMARY CLARIFIER-FINAL RET	74109	04/14/2022	6,341.17
	6000-00-00000-220400-00000000-	1901-RET	20974-SB PL 1A TRAIN 4 PRIMARY CLARIFIER-FINAL RET	74108	04/14/2022	946.69

		6000-00-00000-220400-00000000-	1845-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74108	04/14/2022	1,145.37
		6000-00-00000-220400-00000000-	1861-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74108	04/14/2022	865.11
		6000-00-00000-220400-00000000-	1889-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74109	04/14/2022	4,652.89
		6000-00-00000-220400-00000000-	1906-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74109	04/14/2022	2,932.96
		6000-00-00000-220400-00000000-	1921-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74108	04/14/2022	344.51
		6000-00-00000-220400-00000000-	1941-RET	191006-SPRING BRANCH PL1A DIGESTER-FINAL RET	74108	04/14/2022	177.11
		6000-00-00000-220400-00000000-	1888-RET	20974-SB P1A PROCESS TRAIN 5 (2) FINAL-FINAL RET	74108	04/14/2022	1,051.96
		6000-00-00000-220400-00000000-	1896-RET	20974-SB P1A PROCESS TRAIN 5 (2) FINAL-FINAL RET	74109	04/14/2022	8,658.58
		6000-00-00000-220400-00000000-	1910-RET	20974-SB P1A PROCESS TRAIN 5 (2) FINAL-FINAL RET	74109	04/14/2022	2,212.06
		6000-00-00000-220400-00000000-	1895-RET	20974-ALDRIDGE CREEK OLD SIDE RETURN-FINAL RET	74109	04/14/2022	2,123.17
		6000-00-00000-220400-00000000-	1926-RET	20974-ALDRIDGE CREEK OLD SIDE RETURN-FINAL RET	74109	04/14/2022	2,123.19
		6000-00-00000-220400-00000000-	1927-RET	20974-ALDRIDGE CREEK OLD SIDE RETURN-FINAL RET	74109	04/14/2022	3,411.79
		6000-00-00000-220400-00000000-	1942-RET	20974-ALDRIDGE CREEK OLD SIDE RETURN-FINAL RET	74108	04/14/2022	775.14
		6000-00-00000-220400-00000000-	1899-RET	20974-SB PL 1A TRAIN 4 FINAL CLARIFIER-FINAL RET	74107	04/14/2022	119.89
		6000-00-00000-220400-00000000-	1908-RET	20974-SB PL 1A TRAIN 4 FINAL CLARIFIER-FINAL RET	74109	04/14/2022	6,003.55
		6000-00-00000-220400-00000000-	1916-RET	20974-SB PL 1A TRAIN 4 FINAL CLARIFIER-FINAL RET	74109	04/14/2022	2,631.54
		6000-00-00000-220400-00000000-	1931-RET	20974-SB PL 1A TRAIN 4 FINAL CLARIFIER-FINAL RET	74108	04/14/2022	734.62
		6000-00-00000-220400-00000000-	1944-RET	20974-SB PL 1A TRAIN 4 FINAL CLARIFIER-FINAL RET	74108	04/14/2022	557.44
		6000-00-00000-220400-00000000-	1911-RET	20974-SPRING BRANCH/P1A/PRE AIR-FINAL RET	74109	04/14/2022	2,500.59
		6000-00-00000-220400-00000000-	1918-RET	20974-SPRING BRANCH/P1A/PRE AIR-FINAL RET	74109	04/14/2022	4,002.04
		6000-00-00000-220400-00000000-	1932-RET	20974-SPRING BRANCH/P1A/PRE AIR-FINAL RET	74108	04/14/2022	251.06
		6000-00-00000-220400-00000000-	1919-RET	211027-SB WWTP SUPPLEMENTAL CLARIFIER-FINAL RET	74109	04/14/2022	12,047.91
		6000-00-00000-220400-00000000-	1923-RET	211027-CHASE WWTP-PROCESS TRAIN MECH-FINAL RET	74108	04/14/2022	714.30
		6000-00-00000-220400-00000000-	1928-RET	211027-CHASE WWTP-PROCESS TRAIN MECH-FINAL RET	74109	04/14/2022	2,916.37
		6000-00-00000-220400-00000000-	1945-RET	211027-CHASE WWTP-PROCESS TRAIN MECH-FINAL RET	74108	04/14/2022	169.68
		Total Paid by Vendor					**94,664.73**
	MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660031222	R&M EQ #030538	73582	03/29/2022	3,184.60
		6000-76-76110-513030-00000000-	4660026253	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	88.00
		6000-76-76110-513030-00000000-	4660029806	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	70.00
		6000-76-76110-513030-00000000-	4660029960	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	250.72
		6000-76-76110-513030-00000000-	4660030965	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	431.33
		6000-76-76110-513030-00000000-	4660031190	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	269.38
		6000-76-76110-513030-00000000-	4660031314	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	194.69
		6000-76-76110-513030-00000000-	4660031282	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	130.00
		6000-76-76110-513030-00000000-	4660031504	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	47.80
		6000-76-76110-513030-00000000-	4660031647	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	47.80
		6000-76-76110-513030-00000000-	4660031659	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	47.50
		6000-76-76110-513030-00000000-	4660031674	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	239.85
		6000-76-76110-513030-00000000-	4660032027	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	315.00
		6000-76-76110-513030-00000000-	4660032210	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	47.80
		6000-76-76110-513030-00000000-	4660032605	EMER R&M MULTIPLE EQUIP (NOT ON BID)	73685	03/31/2022	105.00
		Total Paid by Vendor					**5,469.47**
	MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	442945	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73691	03/31/2022	125.00
		6000-76-76300-516030-00000000-	442971	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73691	03/31/2022	125.00
		6000-76-76300-516030-00000000-	442903	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73689	03/31/2022	2,500.00
		6000-76-76300-516030-00000000-	442958	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73691	03/31/2022	125.00
		6000-76-76300-516030-00000000-	442905	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73689	03/31/2022	3,125.00
		6000-76-76300-516030-00000000-	442981	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73689	03/31/2022	2,500.00
		6000-76-76300-516030-00000000-	442081	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73691	03/31/2022	125.00
		6000-76-76300-516030-00000000-	443077	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73691	03/31/2022	125.00
		6000-76-76300-516030-00000000-	443487	EMERGENCY PLUMBING REPAIRS (BLANKET)	73961	04/07/2022	15,571.52
		Total Paid by Vendor					**24,321.52**
	NNEKA ONYEAHIALAM	6000-76-76100-515190-00000000-	CLAIM FY22-078	SETTLEMENT OF CLAIM FY22-078	73964	04/11/2022	291.83
		Total Paid by Vendor					**291.83**
	PARK SUPPLY COMPANY INC	6000-76-76300-515340-00000000-	S2122864.001	BLANKET-PLUMBING PARTS NOT ON BID-VAR. LOCATIONS	73589	03/30/2022	17.94
		6000-76-76300-515340-00000000-	S2124785.001	BLANKET-PLUMBING PARTS NOT ON BID-VAR. LOCATIONS	74122	04/12/2022	132.56
		Total Paid by Vendor					**150.50**
	PCARD PAYMENTS	6000-76-76110-513030-00000000-	260577	R & M EQUIPMENT	PCard	03/30/2022	8.00
		6000-76-76300-515340-00000000-	261280	FOR SEWER CLEANING, NEEDED IMMEDIATELY	PCard	03/30/2022	985.84
		6000-76-76200-515340-00000000-	261299	STOCK	PCard	04/01/2022	182.88
		6000-76-76200-515340-00000000-	261348	STOCK/MAINTENANCE	PCard	04/06/2022	807.92
		6000-76-76300-515340-00000000-	261359	NEEDED IMMEDIATELY, NOT AVAILABLE AT BID VENDORS	PCard	04/07/2022	38.98

	Total Paid by Vendor					**2,023.62**
PENHALL COMPANY	6000-76-76300-516030-00000000-	102305	POINT REPAIRS (BLANKET)	73590	03/29/2022	525.00
	6000-76-76370-513040-00000000-	104009	PUMP STATIONS (BLANKET)	73590	03/29/2022	700.00
	6000-76-76370-513040-00000000-	104004	PUMP STATIONS (BLANKET)	73590	03/29/2022	1,137.50
	6000-76-76300-516030-00000000-	104946	POINT REPAIRS (BLANKET)	73695	03/31/2022	437.50
	Total Paid by Vendor					**2,800.00**
PRO ELECTRIC INC	6000-76-00000-526000-00000000-	W43152-B	SPRING BRANCH PROCESS TRAIN 3 & 4	73592	03/30/2022	3,353.00
	6000-76-00000-526000-00000000-	W43152-A	SPRING BRANCH PLANT 1A SUPPLMENTAL FACILITY	73592	03/30/2022	11,505.00
	6000-76-00000-526000-00000000-	W43141	SPRING BRANCH PROCESS TRAIN 3 & 4	74124	04/13/2022	2,112.00
	6000-76-00000-526000-00000000-	W43141-2	SPRING BRANCH PROCESS TRAIN 3 & 4	74124	04/13/2022	9,207.00
	Total Paid by Vendor					**26,177.00**
RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	17035	TVI CAMERA REPAIR (SOLE SOURCE)	73998	04/07/2022	1,409.63
	Total Paid by Vendor					**1,409.63**
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-000959614	REFUSE CONTAINERS (BLANKET) JAN-MARCH 2022	73999	04/07/2022	1,863.47
	Total Paid by Vendor					**1,863.47**
SOUTHLAND INTERNATIONAL TRUCKS INC	6000-76-76110-520100-00000000-	08SH515	2022 INTERNATIONAL TRUCK-CREW CAB	73849	04/05/2022	63,498.00
	6000-76-76110-520100-00000000-	08SH516	2022 INTERNATIONAL TRUCK-CREW CAB	73849	04/05/2022	63,498.00
	6000-76-76110-520100-00000000-	08SH511	2021 INTERNATIONANL TRUCK-CREW CAB	73849	04/05/2022	61,859.00
	6000-76-76110-520100-00000000-	08SH512	2022 REGULAR CAB INTERNATIONAL TRUCK	73849	04/05/2022	57,848.00
	6000-76-76110-520100-00000000-	08SH513	2022 REGULAR CAB INTERNATIONAL TRUCK	73849	04/05/2022	57,848.00
	6000-76-76110-520100-00000000-	08SH514	2022 REGULAR CAB INTERNATIONAL TRUCK	73849	04/05/2022	57,848.00
	Total Paid by Vendor					**362,399.00**
SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	7521-032962032222	FOR FORKLIFT IN MAINTENANCE (BLANKET)	73722	04/04/2022	24.40
	6000-76-76200-515340-00000000-	7521-032962032322	FOR SEWER BAY/MONTE SANO MTN SHOP(BLANKET)	73722	04/04/2022	2,984.15
	6000-76-76200-515340-00000000-	7521-032962032122	FOR SEWER BAY/MONTE SANO MTN SHOP(BLANKET)	73722	04/04/2022	1,449.34
	Total Paid by Vendor					**4,457.89**
TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	W33107	EM R&M EQ#050591	74031	04/11/2022	639.08
	Total Paid by Vendor					**639.08**
TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	4827014	R&M EQ #050377 (OVER 25,000 GVWR)	73855	04/06/2022	5,259.21
	Total Paid by Vendor					**5,259.21**
UNITED RENTALS NORTH AMERICA INC	6000-76-00000-526000-00000000-	202034913-003	CHASE CHLORINE CONTACT CHAMBER	74037	04/07/2022	2,711.00
	Total Paid by Vendor					**2,711.00**
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51124116	POINT REPAIR (BLANKET)	73733	03/31/2022	1,671.79
	6000-76-76300-516030-00000000-	51124119	POINT REPAIR (BLANKET)	73733	03/31/2022	272.68
	6000-76-76300-516030-00000000-	51124115	POINT REPAIR (BLANKET)	73733	03/31/2022	359.53
	6000-76-76300-516030-00000000-	51124117	POINT REPAIR (BLANKET)	73733	03/31/2022	256.78
	6000-76-76300-516030-00000000-	51124114	POINT REPAIR (BLANKET)	73733	04/01/2022	2,907.59
	6000-76-76300-516030-00000000-	51127835	POINT REPAIR (BLANKET)	73733	04/04/2022	1,109.69
	6000-76-76300-516030-00000000-	51127841	POINT REPAIR (BLANKET)	73733	04/04/2022	247.93
	6000-76-76300-516030-00000000-	51127837	POINT REPAIR (BLANKET)	73733	04/04/2022	323.41
	6000-76-76300-516030-00000000-	51127836	POINT REPAIR (BLANKET)	73733	04/04/2022	221.90
	6000-76-76300-516030-00000000-	51127834	POINT REPAIR (BLANKET)	73733	04/04/2022	370.86
	6000-76-76300-516030-00000000-	51127833	POINT REPAIR (BLANKET)	73733	04/04/2022	3,310.18
	6000-76-76300-516030-00000000-	51127832	POINT REPAIR (BLANKET)	73733	04/04/2022	356.36
	6000-76-00000-526000-00000000-	51131525	CHASE CONTACT CHAMBER (BLANKET)	74040	04/07/2022	81.33
	6000-76-76300-516030-00000000-	51131523	POINT REPAIR (BLANKET)	74041	04/07/2022	381.58
	6000-76-76300-516030-00000000-	51131524	POINT REPAIR (BLANKET)	74041	04/07/2022	114.38
	6000-76-00000-526000-00000000-	51131521	CHASE CONTACT CHAMBER (BLANKET)	74041	04/07/2022	324.36
	6000-76-00000-526000-00000000-	51112691	CHASE CONTACT CHAMBER (BLANKET)	74041	04/11/2022	2,619.99
	6000-76-76300-516030-00000000-	51112697	POINT REPAIR (BLANKET)	74041	04/11/2022	251.71
	6000-76-76300-516030-00000000-	51115914	POINT REPAIR (BLANKET)	74041	04/11/2022	362.91
	6000-76-76300-516030-00000000-	51134976	POINT REPAIR (BLANKET)	74041	04/11/2022	3,261.05
	6000-76-76300-516030-00000000-	51120036	POINT REPAIR (BLANKET)	74041	04/12/2022	1,440.31
	6000-76-76300-516030-00000000-	51120030	POINT REPAIR (BLANKET)	74041	04/12/2022	467.88
	6000-76-76300-516030-00000000-	51120029	POINT REPAIR (BLANKET)	74041	04/12/2022	392.83
	6000-76-76300-516030-00000000-	51120038	POINT REPAIR (BLANKET)	74041	04/12/2022	253.89
	6000-76-76300-516030-00000000-	51120034	POINT REPAIR (BLANKET)	74041	04/12/2022	451.53
	6000-76-76300-516030-00000000-	51120035	POINT REPAIR (BLANKET)	74041	04/12/2022	3,576.76
	6000-76-76300-516030-00000000-	51120031	POINT REPAIR (BLANKET)	74041	04/12/2022	3,270.83
	6000-76-76300-516030-00000000-	51120033	POINT REPAIR (BLANKET)	74041	04/12/2022	929.93
	6000-76-76300-516030-00000000-	51120032	POINT REPAIR (BLANKET)	74041	04/12/2022	485.92
	6000-76-76300-516030-00000000-	51115921	POINT REPAIR (BLANKET)	74153	04/13/2022	118.82

		Total Paid by Vendor					**30,194.71**
	Total by Fund 6000						**791,951.40**
6010	COWIN EQUIPMENT CO INC	6010-76-00000-526000-00000000-	RSA025733 6	JAKE DR	73563	03/30/2022	3,600.00
		6010-76-00000-526000-00000000-	RSA025957 6	JAKE DR	73775	04/06/2022	8,300.00
		Total Paid by Vendor					**11,900.00**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	157089	FOR VARIOUS LIFT STATIONS (SOLE SOURCE)	73676	04/04/2022	2,754.00
		6010-76-00000-526000-00000000-	157379	BOB WALLACE (SOLE SOURCE)	73812	04/06/2022	1,683.00
		6010-76-00000-526000-00000000-	157058	BOEING PUMP EQUIP RENTAL (SOLE SOURCE) (BLANKET)	73812	04/06/2022	126.00
		Total Paid by Vendor					**4,563.00**
	LTS CONSTRUCTION LLC	6010-76-00000-526000-00000000-	APPL #2 ARTHUR	EM PIPE BURSTING ARTHUR/MASTIN LAKE/TRADEMARK/PAR	73580	03/30/2022	237,291.40
		Total Paid by Vendor					**237,291.40**
	MARK JOHNSON CONSTRUCTION LLC	6010-00-00000-220400-00000000-	1879-RET	20974-CLINTON ALLEY-FINAL RET	74109	04/14/2022	3,252.67
		6010-00-00000-220400-00000000-	1885-RET	20974-CLINTON ALLEY-FINAL RET	74108	04/14/2022	560.39
		Total Paid by Vendor					**3,813.06**
	UNITED SITE SERVICES OF MISSISSIPPI LLC	6010-76-00000-526000-00000000-	B410485	JAKE DR	74038	04/11/2022	90.00
		Total Paid by Vendor					**90.00**
	VULCAN MATERIALS CO	6010-76-00000-526000-00000000-	51124121	JAKE DR	73733	03/31/2022	770.31
		6010-76-00000-526000-00000000-	51124120	JAKE DR	73733	03/31/2022	1,583.59
		6010-76-00000-526000-00000000-	51127839	JAKE DR	73733	04/04/2022	1,707.53
		6010-76-00000-526000-00000000-	51127840	JAKE DR	73733	04/04/2022	3,910.37
		6010-76-00000-526000-00000000-	51131527	JAKE DR	74041	04/07/2022	6,591.57
		6010-76-00000-526000-00000000-	51115916	JAKE DR	74041	04/11/2022	754.83
		6010-76-00000-526000-00000000-	51115920	JAKE DR	74041	04/11/2022	5,075.86
		Total Paid by Vendor					**20,394.06**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	3282022	WASTEWATER GRADE IC TRAINING (BLANKET)	74043	04/07/2022	1,200.00
		6010-76-00000-526000-00000000-	3282023	OPERATOR CERT/ADDITIONAL TRAINING(BLANKET)	74043	04/07/2022	3,300.00
		Total Paid by Vendor					**4,500.00**
	Total by Fund 6010						**282,551.52**
6020	BOBBY MEEKS ENVIRONMENTAL SERVICES LLC	6020-76-00000-526000-00000000-	14927	VARIOUS WWTPs	73761	04/06/2022	2,315.00
		6020-76-00000-526000-00000000-	14929	VARIOUS WWTPs	73761	04/06/2022	620.00
		Total Paid by Vendor					**2,935.00**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9326148553	PL2 RAS-WAS	PCard	04/14/2022	614.71
		Total Paid by Vendor					**614.71**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	157183	WARE PARK PS (SOLE SOURCE)	73676	04/04/2022	14,555.00
		6020-76-00000-526000-00000000-	157181	DUPREE WORTHY REPAIR (SOLE SOURCE)	73676	04/04/2022	7,279.15
		6020-76-00000-526000-00000000-	157179	CHASE PUMP STATION REPAIR (SOLE SOURCE)	73676	04/04/2022	16,612.04
		Total Paid by Vendor					**38,446.19**
	MARK JOHNSON CONSTRUCTION LLC	6020-00-00000-220400-00000000-	1868-RET	20974-WESTERN AREA WELL TANK REHAB-FINAL RET	74109	04/14/2022	6,577.07
		6020-00-00000-220400-00000000-	1920-RET	20974-WESTERN AREA WELL TANK REHAB-FINAL RET	74109	04/14/2022	1,616.21
		6020-00-00000-220400-00000000-	1907-RET	20974-BOB WALLACE PUMP STATION-FINAL RET	74108	04/14/2022	1,057.07
		6020-00-00000-220400-00000000-	1917-RET	20974-BOB WALLACE PUMP STATION-FINAL RET	74108	04/14/2022	739.81
		6020-00-00000-220400-00000000-	1930-RET	20974-BOB WALLACE PUMP STATION-FINAL RET	74109	04/14/2022	1,949.14
		6020-00-00000-220400-00000000-	1943-RET	20974-BOB WALLACE PUMP STATION-FINAL RET	74108	04/14/2022	578.03
		Total Paid by Vendor					**12,517.33**
	TETRA TECH INC	6020-76-00000-526000-00000000-	51872068	2022 ON-CALL EDS SVCS FOR SCADA PROJ (BLANKET)	73724	04/04/2022	23,550.00
		Total Paid by Vendor					**23,550.00**
	Total by Fund 6020						**78,063.23**
6030	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA025764 6	OLD 431/MEADOWS PROJECT	73563	03/30/2022	19,000.00
		6030-71-00000-526000-00000000-	RSA022275 17	BOEING	73651	04/04/2022	8,900.00
		6030-71-00000-526000-00000000-	RSA022486 18	BOEING	73651	04/04/2022	12,300.00
		6030-71-00000-526000-00000000-	RSA021962 20	TAYLOR RD FM	73651	04/04/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA019316 29	FIELDS AT HAYES FARM	74078	04/12/2022	7,416.67
		Total Paid by Vendor					**51,216.67**
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	156710	BOEING (SOLE SOURCE)(BLANKET)	73676	03/31/2022	1,935.00
		6030-71-00000-526000-00000000-	156707	BOEING (SOLE SOURCE)(BLANKET)	73676	03/31/2022	3,228.00
		6030-71-00000-526000-00000000-	157376	WILSON COVE (SOLE SOURCE)(BLANKET)	73812	04/06/2022	2,738.00
		6030-71-00000-526000-00000000-	157540	BOEING (SOLE SOURCE)(BLANKET)	74097	04/12/2022	1,935.00
		6030-71-00000-526000-00000000-	157537	BOEING (SOLE SOURCE)(BLANKET)	74097	04/12/2022	3,228.00
		Total Paid by Vendor					**13,064.00**
	MARK JOHNSON CONSTRUCTION LLC	6030-00-00000-220400-00000000-	1784-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74108	04/14/2022	679.84
		6030-00-00000-220400-00000000-	1803-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74108	04/14/2022	167.38
		6030-00-00000-220400-00000000-	1843-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74108	04/14/2022	302.31

		6030-00-00000-220400-00000000-	1862-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74108	04/14/2022	601.94
		6030-00-00000-220400-00000000-	1867-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74108	04/14/2022	554.39
		6030-00-00000-220400-00000000-	1874-RET	191006-THE FIELDS @ HAYES FARMS-FINAL RET	74109	04/14/2022	1,274.11
		6030-00-00000-220400-00000000-	1786-RET	191006-THE FIELDS @ HAYES FARM #2-FINAL RET	74108	04/14/2022	871.93
		6030-00-00000-220400-00000000-	1790-RET	191006-THE FIELDS @ HAYES FARM #2-FINAL RET	74108	04/14/2022	399.32
		6030-00-00000-220400-00000000-	1844-RET	191006-THE FIELDS @ HAYES FARM #2-FINAL RET	74108	04/14/2022	332.54
		6030-00-00000-220400-00000000-	1875-RET	191006-THE FIELDS @ HAYES FARM #2-FINAL RET	74108	04/14/2022	262.51
		6030-00-00000-220400-00000000-	1877-RET	1910106-THE FIELDS @ HAYES FARM #2-FINAL RET	74109	04/14/2022	1,704.59
		6030-00-00000-220400-00000000-	1890-RET	191006-THE FIELDS @ HAYES FARM #3-FINAL RET	74108	04/14/2022	433.54
		6030-00-00000-220400-00000000-	1922-RET	191006-THE FIELDS @ HAYES FARM #3-FINAL RET	74109	04/14/2022	1,740.95
		6030-00-00000-220400-00000000-	1929-RET	191006-THE FIELDS @ HAYES FARM #3-FINAL RET	74108	04/14/2022	699.84
		6030-00-00000-220400-00000000-	1940-RET	191006-THE FIELDS @ HAYES FARM #3-FINAL RET	74108	04/14/2022	708.45
		Total Paid by Vendor					**10,733.64**
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	443078	PUMPING-AMAZON BLANKET	73690	03/31/2022	1,625.00
		6030-71-00000-526000-00000000-	443056	PUMPING-AMAZON BLANKET	73689	03/31/2022	2,150.00
		6030-71-00000-526000-00000000-	442519	PUMPING-AMAZON BLANKET	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	442953	PUMPING-AMAZON BLANKET	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	442972	PUMPING-AMAZON BLANKET	73690	03/31/2022	1,650.00
		6030-71-00000-526000-00000000-	443015	PUMPING-AMAZON BLANKET	73689	03/31/2022	2,087.50
		6030-71-00000-526000-00000000-	443109	PUMPING-BELLOWS BRANCH (BLANKET)	73691	03/31/2022	500.00
		6030-71-00000-526000-00000000-	442999	PUMPING-BELLOWS BRANCH (BLANKET)	73691	03/31/2022	250.00
		6030-71-00000-526000-00000000-	443023	PUMPING-BELLOWS BRANCH (BLANKET)	73691	03/31/2022	250.00
		6030-71-00000-526000-00000000-	442897	PUMPING-BELLOWS BRANCH (BLANKET)	73691	03/31/2022	250.00
		6030-71-00000-526000-00000000-	443110	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	1,187.50
		6030-71-00000-526000-00000000-	443054	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	500.00
		6030-71-00000-526000-00000000-	443024	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	875.00
		6030-71-00000-526000-00000000-	443084	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	625.00
		6030-71-00000-526000-00000000-	442518	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	1,000.00
		6030-71-00000-526000-00000000-	442881	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	625.00
		6030-71-00000-526000-00000000-	442951	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	375.00
		6030-71-00000-526000-00000000-	442898	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	875.00
		6030-71-00000-526000-00000000-	442957	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	437.50
		6030-71-00000-526000-00000000-	442973	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	500.00
		6030-71-00000-526000-00000000-	443000	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73690	03/31/2022	1,000.00
		6030-71-00000-526000-00000000-	443046	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	550.00
		6030-71-00000-526000-00000000-	443043	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73691	03/31/2022	550.00
		6030-71-00000-526000-00000000-	442906	PUMPING-WILSON COVE (BLANKET)	73690	03/31/2022	1,500.00
		6030-71-00000-526000-00000000-	442523	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	2,500.00
		6030-71-00000-526000-00000000-	442947	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	442914	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	2,187.50
		6030-71-00000-526000-00000000-	442887	PUMPING-WILSON COVE (BLANKET)	73690	03/31/2022	1,100.00
		6030-71-00000-526000-00000000-	442962	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	2,250.00
		6030-71-00000-526000-00000000-	442977	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	443045	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	2,025.00
		6030-71-00000-526000-00000000-	443010	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	2,087.50
		6030-71-00000-526000-00000000-	443052	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,962.50
		6030-71-00000-526000-00000000-	442281	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	3,687.50
		6030-71-00000-526000-00000000-	443007	PUMPING-WILSON COVE (BLANKET)	73690	03/31/2022	1,250.00
		6030-71-00000-526000-00000000-	443028	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,687.50
		6030-71-00000-526000-00000000-	442916	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	443224	PUMPING-WILSON COVE (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	442908	PUMPING-MEADOWS (BLANKET)	73690	03/31/2022	1,125.00
		6030-71-00000-526000-00000000-	442859	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	2,450.00
		6030-71-00000-526000-00000000-	442886	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	3,850.00
		6030-71-00000-526000-00000000-	442913	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	2,187.50
		6030-71-00000-526000-00000000-	442965	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	1,650.00
		6030-71-00000-526000-00000000-	442964	PUMPING-MEADOWS (BLANKET)	73690	03/31/2022	1,250.00
		6030-71-00000-526000-00000000-	442979	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	442984	PUMPING-MEADOWS (BLANKET)	73690	03/31/2022	1,625.00
		6030-71-00000-526000-00000000-	443051	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	1,650.00
		6030-71-00000-526000-00000000-	443012	PUMPING-MEADOWS (BLANKET)	73690	03/31/2022	1,600.00
		6030-71-00000-526000-00000000-	442915	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	3,362.50

		6030-71-00000-526000-00000000-	443008	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	443030	PUMPING-MEADOWS (BLANKET)	73691	03/31/2022	562.50
		6030-71-00000-526000-00000000-	442917	PUMPING-MEADOWS (BLANKET)	73689	03/31/2022	1,875.00
		6030-71-00000-526000-00000000-	443226	PUMPING-MEADOWS (BLANKET)	73690	03/31/2022	1,500.00
		6030-71-00000-526000-00000000-	442907	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,312.50
		6030-71-00000-526000-00000000-	442858	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	675.00
		6030-71-00000-526000-00000000-	442946	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,250.00
		6030-71-00000-526000-00000000-	442912	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73689	03/31/2022	1,750.00
		6030-71-00000-526000-00000000-	442966	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	987.50
		6030-71-00000-526000-00000000-	442963	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,250.00
		6030-71-00000-526000-00000000-	442978	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	625.00
		6030-71-00000-526000-00000000-	443044	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	800.00
		6030-71-00000-526000-00000000-	443011	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	925.00
		6030-71-00000-526000-00000000-	443049	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,100.00
		6030-71-00000-526000-00000000-	442282	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73689	03/31/2022	3,500.00
		6030-71-00000-526000-00000000-	4430756	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,250.00
		6030-71-00000-526000-00000000-	443029	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,125.00
		6030-71-00000-526000-00000000-	442918	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,125.00
		6030-71-00000-526000-00000000-	443225	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73690	03/31/2022	1,375.00
		6030-71-00000-526000-00000000-	443114	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	125.00
		6030-71-00000-526000-00000000-	443217	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	375.00
		6030-71-00000-526000-00000000-	443299	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	375.00
		6030-71-00000-526000-00000000-	443393	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	375.00
		6030-71-00000-526000-00000000-	443459	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	625.00
		6030-71-00000-526000-00000000-	443502	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	250.00
		6030-71-00000-526000-00000000-	443542	PUMPING-BELLOWS BRANCH (BLANKET)	73961	04/07/2022	312.50
		6030-71-00000-526000-00000000-	443483	PUMPING-AMAZON BLANKET	73961	04/07/2022	3,375.00
		6030-71-00000-526000-00000000-	443188	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,000.00
		6030-71-00000-526000-00000000-	443325	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,625.00
		6030-71-00000-526000-00000000-	443175	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,650.00
		6030-71-00000-526000-00000000-	443395	PUMPING-AMAZON BLANKET	73961	04/07/2022	2,125.00
		6030-71-00000-526000-00000000-	443351	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,650.00
		6030-71-00000-526000-00000000-	443476	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,875.00
		6030-71-00000-526000-00000000-	443439	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,650.00
		6030-71-00000-526000-00000000-	443549	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,875.00
		6030-71-00000-526000-00000000-	443501	PUMPING-AMAZON BLANKET	73961	04/07/2022	1,650.00
		Total Paid by Vendor					**119,750.00**
	PENHALL COMPANY	6030-71-00000-526000-00000000-	106107	FIELDS AT HAYES FARM	73590	03/30/2022	612.50
		Total Paid by Vendor					**612.50**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	190438764-016	9TH/SEMINOLE	73730	03/31/2022	1,745.10
		6030-71-00000-526000-00000000-	153621085-057	FOR VARIOUS ENGINEERING PROJECTS	73730	03/31/2022	1,726.82
		6030-71-00000-526000-00000000-	153546944-063	FOR VARIOUS ENGINEERING PROJECTS	73730	03/31/2022	901.80
		6030-71-00000-526000-00000000-	184160204-023	BOEING GRAVITY LINE	73730	03/31/2022	3,381.20
		6030-71-00000-526000-00000000-	186091810-022	WILSON COVE	73730	03/31/2022	1,654.38
		6030-71-00000-526000-00000000-	183280530-024	THE FIELDS AT HAYES FARM	73730	03/31/2022	1,654.38
		Total Paid by Vendor					**11,063.68**
	UNITED SITE SERVICES OF MISSISSIPPI LLC	6030-71-00000-526000-00000000-	B-410998	WILSON COVE	74038	04/07/2022	90.00
		6030-71-00000-526000-00000000-	B-410999	BOEING GRAVITY LINE	74038	04/07/2022	90.00
		6030-71-00000-526000-00000000-	B-413125	WILSON COVE	74038	04/07/2022	90.00
		6030-71-00000-526000-00000000-	B-413123	BOEING GRAVITY LINE	74038	04/07/2022	90.00
		Total Paid by Vendor					**360.00**
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	51124113	WILSON COVE	73733	03/31/2022	1,262.90
		6030-71-00000-526000-00000000-	51124118	FIELDS AT HAYES FARM	73733	03/31/2022	466.62
		6030-71-00000-526000-00000000-	51127838	FIELDS AT HAYES FARM	73733	04/04/2022	859.18
		6030-71-00000-526000-00000000-	51127830	WILSON COVE	73733	04/04/2022	3,069.09
		6030-71-00000-526000-00000000-	51127831	BOEING GRAVITY LINE	73733	04/04/2022	4,631.27
		6030-71-00000-526000-00000000-	51131526	FIELDS AT HAYES FARM	74041	04/07/2022	1,254.79
		6030-71-00000-526000-00000000-	51112693	BOEING GRAVITY LINE	74041	04/11/2022	7,559.80
		6030-71-00000-526000-00000000-	51112692	WILSON COVE	74041	04/11/2022	302.78
		Total Paid by Vendor					**19,406.43**
	WILMER & LEE PA	6030-71-00000-526000-00000000-	22539418	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	74046	04/11/2022	7,304.50
		Total Paid by Vendor					**7,304.50**

	Total by Fund 6030						**233,511.42**
6040	CORE & MAIN LP	6040-71-00000-526000-00000000-	Q368162	FIELDS AT HAYS FARM	73419	03/28/2022	1,104.29
		6040-71-00000-526000-00000000-	Q575105	DEVANEY FARMS GRAVITY SEWER	73419	03/28/2022	5,045.64
		6040-71-00000-526000-00000000-	Q575346	DEVANEY FARMS GRAVITY SEWER	73419	03/28/2022	8,588.00
		6040-71-00000-526000-00000000-	Q506338	DEVANEY FARMS GRAVITY SEWER	73419	03/28/2022	12,268.16
		6040-71-00000-526000-00000000-	Q506324	DEVANEY FARMS GRAVITY SEWER	73419	03/28/2022	1,987.35
		6040-71-00000-526000-00000000-	Q596924	DEVANEY FARMS GRAVITY SEWER	73909	04/08/2022	1,192.29
		Total Paid by Vendor					**30,185.73**
	COWIN EQUIPMENT CO INC	6040-71-00000-526000-00000000-	RSA019316 29	FIELDS AT HAYES FARM	74078	04/12/2022	1,483.33
		Total Paid by Vendor					**1,483.33**
	ECO-TECH INC	6040-71-00000-526000-00000000-	220526	FIELDS AT HAYS FARM (SOLE SOURCE)	73784	04/06/2022	8,324.00
		Total Paid by Vendor					**8,324.00**
	MARK JOHNSON CONSTRUCTION LLC	6040-00-00000-220400-00000000-	1891-RET	20974-CLINTON ALLEY-FINAL RET	74108	04/14/2022	1,045.63
		Total Paid by Vendor					**1,045.63**
	ROGERS GROUP INC	6040-71-00000-526000-00000000-	EST NO 15-FINAL	REDSTONE GATEWAY PHASE II	74012	04/11/2022	268,712.81
		Total Paid by Vendor					**268,712.81**
	SJ&L GENERAL CONTRACTOR LLC	6040-71-00000-526000-00000000-	APPL #1 DAN TIBB	DAN TIBBS/HWY 53 GRAVITY SEWER	73613	03/30/2022	231,192.20
		Total Paid by Vendor					**231,192.20**
	THE DECATUR DAILY	6040-71-00000-526000-00000000-	2203140839	AD: BIG COVE BASIN SEWER EXTENSION	73777	04/06/2022	799.98
		Total Paid by Vendor					**799.98**
	VULCAN MATERIALS CO	6040-71-00000-526000-00000000-	51120039	REDSTONE GATEWAY BLDG 4149	74041	04/12/2022	707.74
		6040-71-00000-526000-00000000-	51120040	REDSTONE GATEWAY BLDG 4149	74041	04/12/2022	229.84
		6040-71-00000-526000-00000000-	51120037	REDSTONE GATEWAY BLDG 4149	74041	04/12/2022	176.12
		6040-71-00000-526000-00000000-	51134975	REDSTONE GATEWAY BLDG 4149	74041	04/12/2022	7,679.06
		Total Paid by Vendor					**8,792.76**
	WILMER & LEE PA	6040-71-00000-526000-00000000-	OAK MDW SWR TRCT 2	OAK MEADOW SEWER TRACT 2	73738	04/01/2022	14,761.25
		6040-71-00000-526000-00000000-	1301-MD	CHIMNEY CREEK PUMP STATIONS BYPASS	73865	04/06/2022	8,750.00
		Total Paid by Vendor					**23,511.25**
	Total by Fund 6040						**574,047.69**
6200	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-11822	FUELING TRANS DATED 032222	73655	04/01/2022	5,759.38
		6200-55-55200-514010-00000000-	CFN-11837	FUELING TRANS DATED 032322	73655	04/01/2022	5,136.26
		6200-55-55200-514010-00000000-	CFN-11868	FUELING TRANS DATED 032422	73655	04/01/2022	5,554.04
		6200-55-55200-514010-00000000-	CFN-11911	FUELING TRANS DATED 032822	73655	04/01/2022	5,712.68
		6200-55-55200-514010-00000000-	CFN-11929	FUELING TRANS DATED 032922	73655	04/01/2022	4,159.62
		6200-55-55200-514010-00000000-	CFN-11946	FUELING TRANS DATED 033022	73655	04/01/2022	4,787.18
		6200-55-55200-514010-00000000-	CFN-11965	FUELING TRANS DATED 033122	73782	04/07/2022	5,316.88
		6200-55-55200-514010-00000000-	CFN-12196	FUELING TRANS DATED 040122	73782	04/07/2022	1,205.70
		6200-55-55200-514010-00000000-	CFN-12223	FUELING TRANS DATED 040422	73782	04/07/2022	4,168.40
		6200-55-55200-514010-00000000-	CFN-12242	FUELING TRANS DATED 040522	73782	04/07/2022	3,982.81
		6200-55-55200-514010-00000000-	CFN-12257	FUELING TRANS DATED 040622	74080	04/12/2022	4,868.28
		6200-55-55200-514010-00000000-	CFN-12272	FUELING TRANS DATED 040722	74080	04/12/2022	5,458.95
		6200-55-55200-514010-00000000-	CFN-12287	FUELING TRANS DATED 040822	74080	04/14/2022	1,403.46
		6200-55-55200-514010-00000000-	CFN-12318	FUELING TRANS DATED 040922	74080	04/14/2022	148.08
		6200-55-55200-514010-00000000-	CFN-12334	FUELING TRANS DATED 041122	74080	04/14/2022	3,988.93
		6200-55-55200-514010-00000000-	CFN-12352	FUELING TRANS DATED 041222	74080	04/14/2022	4,163.79
		Total Paid by Vendor					**65,814.44**
	HOME DEPOT USA INC	6200-55-55200-515340-00000000-	662952803	JANITORIAL SUPPLI9ES FOR STOCK	73669	04/04/2022	567.81
		6200-55-55200-515340-00000000-	676267578	JANITORIAL SUPPLI9ES FOR STOCK	73801	04/05/2022	(170.16)
		6200-55-55200-515340-00000000-	676267586	JANITORIAL SUPPLI9ES FOR STOCK	74092	04/12/2022	123.92
		Total Paid by Vendor					**521.57**
	INGRAM EQUIPMENT CO LLC	6200-55-55200-513030-00000000-	VS6228-IN	COM TX 032522/VS6228-IN	73678	04/01/2022	5,295.00
		6200-55-55200-513030-00000000-	VS6211-IN	COM TX 040822/VS6211-IN	PCard	04/11/2022	4,950.25
		Total Paid by Vendor					**10,245.25**
	JAMES MONAGHAN	6200-55-55200-515340-00000000-	4882	DOOR INSTALLATION FOR PWS SANITATION	90000159	03/28/2022	3,180.00
		Total Paid by Vendor					**3,180.00**
	JAMES R HALL	6200-55-55200-513030-00000000-	54388	COM TX 040422/54388	74008	04/08/2022	35.00
		6200-55-55200-513030-00000000-	54388	COM TX 040422/54388	74008	04/08/2022	250.00
		6200-55-55200-513030-00000000-	55466	COM TX 040422/55466	74008	04/08/2022	250.00
		6200-55-55200-513030-00000000-	54538	COM TX 040622/54538	74133	04/11/2022	250.00
		6200-55-55200-513030-00000000-	54612	COM TX 040622/54612	74133	04/11/2022	250.00
		6200-55-55200-513030-00000000-	54613	COM TX 040622/54613	74133	04/11/2022	250.00
		Total Paid by Vendor					**1,285.00**

JC TRUCK REPAIR	6200-55-55200-513030-00000000-	01971	COM TX 032522/01971	73680	04/01/2022	2,565.00
	6200-55-55200-513030-00000000-	01971	COM TX 032522/01971	73680	04/01/2022	5,584.50
	Total Paid by Vendor					**8,149.50**
KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	199722	COM TX 032322/199722	73449	03/28/2022	116.00
	6200-55-55200-513030-00000000-	199723	COM TX 032322/199723	73449	03/28/2022	28.00
	6200-55-55200-513030-00000000-	199807	COM TX 032322/199807	73449	03/28/2022	95.00
	6200-55-55200-513030-00000000-	199808	COM TX 032322/199808	73449	03/28/2022	85.00
	6200-55-55200-513030-00000000-	199936	COM TX 032322/199936	73449	03/28/2022	88.00
	6200-55-55200-513030-00000000-	199938	COM TX 032322/199938	73449	03/28/2022	95.00
	6200-55-55200-513030-00000000-	225036	COM TX 040422/225036	73949	04/08/2022	88.00
	6200-55-55200-513030-00000000-	225037	COM TX 040422/225037	73947	04/08/2022	35.00
	6200-55-55200-513030-00000000-	225038	COM TX 040422/225038	73947	04/08/2022	35.00
	6200-55-55200-513030-00000000-	225103	COM TX 040422/225103	73950	04/08/2022	116.00
	6200-55-55200-513030-00000000-	225174	COM TX 040422/225174	73950	04/08/2022	95.00
	6200-55-55200-513030-00000000-	225228	COM TX 040422/225228	73950	04/08/2022	116.00
	6200-55-55200-513030-00000000-	225229	COM TX 040422/225229	73950	04/08/2022	95.00
	6200-55-55200-513030-00000000-	225230	COM TX 040422/225230	73950	04/08/2022	130.00
	6200-55-55200-513030-00000000-	225231	COM TX 040422/225231	73947	04/08/2022	56.00
	6200-55-55200-513030-00000000-	225233	COM TX 040422/225232	73950	04/08/2022	112.00
	6200-55-55200-513030-00000000-	225232	COM TX 040422/225233	73947	04/08/2022	56.00
	6200-55-55200-513030-00000000-	225234	COM TX 040422/225234	73950	04/08/2022	35.00
	6200-55-55200-513030-00000000-	225234	COM TX 040422/225234	73950	04/08/2022	56.00
	6200-55-55200-513030-00000000-	225235	COM TX 040422/225235	73947	04/08/2022	56.00
	6200-55-55200-513030-00000000-	225237	COM TX 040422/225236	73950	04/08/2022	112.00
	6200-55-55200-513030-00000000-	225238	COM TX 040422/225237	73947	04/08/2022	35.00
	6200-55-55200-513030-00000000-	225236	COM TX 040422/225238	73947	04/08/2022	56.00
	6200-55-55200-513030-00000000-	225329	COM TX 040422/225329	73950	04/08/2022	95.00
	6200-55-55200-513030-00000000-	225572	COM TX 040622/225572	74102	04/11/2022	172.00
	6200-55-55200-513030-00000000-	225573	COM TX 040622/225573	74102	04/11/2022	70.00
	6200-55-55200-513030-00000000-	225574	COM TX 040622/225574	74102	04/11/2022	116.00
	6200-55-55200-513030-00000000-	225575	COM TX 040622/225575	74102	04/11/2022	112.00
	6200-55-55200-513030-00000000-	225576	COM TX 040622/225576	74102	04/11/2022	56.00
	6200-55-55200-513030-00000000-	225576	COM TX 040622/225576	74102	04/11/2022	70.00
	6200-55-55200-513030-00000000-	225577	COM TX 040622/225577	74102	04/11/2022	56.00
	6200-55-55200-513030-00000000-	225578	COM TX 040622/225578	74102	04/11/2022	35.00
	6200-55-55200-513030-00000000-	225579	COM TX 040622/225579	74102	04/11/2022	56.00
	6200-55-55200-513030-00000000-	225695	COM TX 040622/225695	74102	04/11/2022	130.00
	Total Paid by Vendor					**2,759.00**
MACHINE TECHNOLOGY LLC	6200-55-55200-513030-00000000-	37	COM TX 032522/37	73683	04/01/2022	3,440.00
	Total Paid by Vendor					**3,440.00**
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	1.57
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	2.94
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	7.12
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	11.50
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	11.66
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	12.48
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	17.26
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	19.54
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	22.02
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	23.70
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	24.96
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	30.23
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	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	51.78
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	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	170.98
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	231.48
	6200-55-55200-513030-00000000-	232767	NAPA TRX DATE 032322	73454	03/28/2022	480.56
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	6200-55-55200-513030-00000000-	232814	NAPA TRX DATE 032422	73454	03/28/2022	2,658.08
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6200-55-55200-513030-00000000-	232891	NAPA TRX DATE 032822	73581	03/30/2022	113.58
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6200-55-55200-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	11.66
6200-55-55200-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	13.40
6200-55-55200-513030-00000000-	233197	NAPA TRX DATE 040622	73958	04/11/2022	15.80
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6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	12.65
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6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	17.20
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	20.07
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	24.96
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6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	27.51
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	27.84
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	28.45
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	31.35
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	36.69
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	39.50
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	44.44
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	44.52
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	47.98
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	54.56
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	57.05
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	60.43
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	67.43
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	143.06
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	253.02
6200-55-55200-513030-00000000-	233238	NAPA TRX DATE 040722	73958	04/11/2022	301.99
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	0.48
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	1.57
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	3.53
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	5.62
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	6.24
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	9.29
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	12.65
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	14.68
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	15.63
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	16.48
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	21.60
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	34.07
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	36.69
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	42.90
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	47.98
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	48.35
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	60.43
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	64.21
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	73.07
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	82.24
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	84.96
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	130.51
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	135.81
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	140.93
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	374.76
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	482.52
6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	630.08

	6200-55-55200-513030-00000000-	233283	NAPA TRX DATE 040822	73958	04/11/2022	776.68
	6200-55-55200-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	6.44
	6200-55-55200-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	16.48
	6200-55-55200-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	22.08
	6200-55-55200-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	49.14
	6200-55-55200-513030-00000000-	233325	NAPA TRX DATE 041122	74106	04/13/2022	141.88
	Total Paid by Vendor					**62,851.60**
MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660033911	COM TX 032322/4660033911	73456	03/28/2022	16.50
	6200-55-55200-513030-00000000-	4660033911	COM TX 032322/4660033911	73456	03/28/2022	34.00
	6200-55-55200-513030-00000000-	4660034230	COM TX 040422/4660034230	73959	04/08/2022	34.00
	Total Paid by Vendor					**84.50**
PCARD PAYMENTS	6200-55-55200-515340-00000000-	261284	PADLOCK FOR NEW HIRES	PCard	03/31/2022	59.36
	Total Paid by Vendor					**59.36**
SCHAEFER SYSTEMS INTERNATIONAL INC	6200-55-55200-513040-00000000-	PCINV111559	SCHAEFER LIDS FOR STOCK	73493	03/28/2022	3,741.15
	Total Paid by Vendor					**3,741.15**
SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0047148535	UNIFORMS-PWS SANITATION (BLANKET)	73497	03/28/2022	65.90
	6200-55-55200-515670-00000000-	0047160589	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	181.41
	6200-55-55200-515670-00000000-	0047171475	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	233.81
	6200-55-55200-515670-00000000-	0047171476	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	104.30
	6200-55-55200-515670-00000000-	0047171477	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	66.61
	6200-55-55200-515670-00000000-	0047171470	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	38.60
	6200-55-55200-515670-00000000-	0047171471	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	78.63
	6200-55-55200-515670-00000000-	0047171472	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	154.61
	6200-55-55200-515670-00000000-	0047171473	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	111.71
	6200-55-55200-515670-00000000-	0047171469	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	62.28
	6200-55-55200-515670-00000000-	0047191986	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	53.51
	6200-55-55200-515670-00000000-	0047191987	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	80.97
	6200-55-55200-515670-00000000-	0047191988	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	32.70
	6200-55-55200-515670-00000000-	0047191989	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	163.26
	6200-55-55200-515670-00000000-	0047191984	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	32.70
	6200-55-55200-515670-00000000-	0044266727	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	149.56
	6200-55-55200-515670-00000000-	0044266731	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	161.50
	6200-55-55200-515670-00000000-	0044266738	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	118.80
	6200-55-55200-515670-00000000-	0047099865	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	80.97
	6200-55-55200-515670-00000000-	0047099866	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	68.04
	6200-55-55200-515670-00000000-	0044266726	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	95.78
	6200-55-55200-515670-00000000-	0047148524	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	172.92
	6200-55-55200-515670-00000000-	0047160585	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	164.21
	6200-55-55200-515670-00000000-	0047160586	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	162.24
	6200-55-55200-515670-00000000-	0047160587	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	38.60
	6200-55-55200-515670-00000000-	0047181370	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	16.71
	6200-55-55200-515670-00000000-	0047160588	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	88.82
	6200-55-55200-515670-00000000-	0047181371	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	32.70
	6200-55-55200-515670-00000000-	0047181372	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	126.71
	6200-55-55200-515670-00000000-	0047181373	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	65.40
	6200-55-55200-515670-00000000-	0047148520	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	32.50
	6200-55-55200-515670-00000000-	0047148521	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	104.64
	6200-55-55200-515670-00000000-	0047148522	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	90.97
	6200-55-55200-515670-00000000-	0047148523	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	154.45
	6200-55-55200-515670-00000000-	0047181375	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	192.84
	6200-55-55200-515670-00000000-	0047181376	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	234.15
	6200-55-55200-515670-00000000-	0047181377	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	213.36
	6200-55-55200-515670-00000000-	0047181378	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	218.74
	6200-55-55200-515670-00000000-	0047181379	UNIFORMS-PWS SANITATION (BLANKET)	73610	03/30/2022	145.23
	6200-55-55200-515670-00000000-	0047181380	UNIFORMS-PWS SANITATION (BLANKET)	73609	03/30/2022	102.59
	6200-55-55200-515670-00000000-	0047181381	UNIFORMS-PWS SANITATION (BLANKET)	73608	03/30/2022	31.14
	6200-55-55200-515670-00000000-	0047160584	UNIFORMS-PWS SANITATION (BLANKET)	73708	03/31/2022	52.40
	6200-55-55200-515670-00000000-	0047201971	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	207.34
	6200-55-55200-515670-00000000-	0047201957	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	231.44
	6200-55-55200-515670-00000000-	0047201952	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	66.84
	6200-55-55200-515670-00000000-	0047201953	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	65.00
	6200-55-55200-515670-00000000-	0047201954	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	185.86

		6200-55-55200-515670-00000000-	0047201955	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	52.78
		6200-55-55200-515670-00000000-	0047201956	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	194.20
		6200-55-55200-515670-00000000-	0047201959	UNIFORMS-PWS SANITATION (BLANKET)	73843	04/05/2022	33.42
		6200-55-55200-515670-00000000-	0047201961	UNIFORMS-PWS SANITATION (BLANKET)	73843	04/05/2022	33.42
		6200-55-55200-515670-00000000-	0047201962	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	65.00
		6200-55-55200-515670-00000000-	0047201963	UNIFORMS-PWS SANITATION (BLANKET)	73845	04/05/2022	91.65
		6200-55-55200-515670-00000000-	0047201964	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	167.30
		6200-55-55200-515670-00000000-	0047201967	UNIFORMS-PWS SANITATION (BLANKET)	73845	04/05/2022	100.70
		6200-55-55200-515670-00000000-	0047201968	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	65.00
		6200-55-55200-515670-00000000-	0047201969	UNIFORMS-PWS SANITATION (BLANKET)	73845	04/05/2022	100.86
		6200-55-55200-515670-00000000-	0047201965	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	65.00
		6200-55-55200-515670-00000000-	0047243185	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	222.54
		6200-55-55200-515670-00000000-	0047243186	UNIFORMS-PWS SANITATION (BLANKET)	73845	04/05/2022	121.28
		6200-55-55200-515670-00000000-	0047243179	UNIFORMS-PWS SANITATION (BLANKET)	73846	04/05/2022	219.95
		6200-55-55200-515670-00000000-	0047243180	UNIFORMS-PWS SANITATION (BLANKET)	73845	04/05/2022	142.55
		6200-55-55200-515670-00000000-	0047243181	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	81.35
		6200-55-55200-515670-00000000-	0047243183	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	81.55
		6200-55-55200-515670-00000000-	0047253364	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	42.02
		6200-55-55200-515670-00000000-	0047253365	UNIFORMS-PWS SANITATION (BLANKET)	73843	04/05/2022	(0.30)
		6200-55-55200-515670-00000000-	0047253365	UNIFORMS-PWS SANITATION (BLANKET)	73843	04/05/2022	17.95
		6200-55-55200-515670-00000000-	0047253366	UNIFORMS-PWS SANITATION (BLANKET)	73844	04/05/2022	49.41
		6200-55-55200-515670-00000000-	0047253367	UNIFORMS-PWS SANITATION (BLANKET)	73843	04/05/2022	16.71
		6200-55-55200-515670-00000000-	00956236	UNIFORMS-PWS SANITATION (BLANKET)	74138	04/12/2022	(16.71)
		6200-55-55200-515670-00000000-	0000211	UNIFORMS-PWS-SANITATION (3RD PARTY)	74143	04/13/2022	2,222.18
		6200-55-55200-515670-00000000-	0047297385	UNIFORMS-PWS SANITATION (BLANKET)	74138	04/13/2022	19.30
		6200-55-55200-515670-00000000-	0047297386	UNIFORMS-PWS SANITATION (BLANKET)	74139	04/13/2022	32.50
		6200-55-55200-515670-00000000-	0047297381	UNIFORMS-PWS SANITATION (BLANKET)	74142	04/13/2022	77.20
		6200-55-55200-515670-00000000-	0047297382	UNIFORMS-PWS SANITATION (BLANKET)	74143	04/13/2022	162.86
		6200-55-55200-515670-00000000-	0047319358	UNIFORMS-PWS SANITATION (BLANKET)	74142	04/13/2022	121.51
		6200-55-55200-515670-00000000-	0047319323	UNIFORMS-PWS SANITATION (BLANKET)	74143	04/13/2022	132.57
		6200-55-55200-515670-00000000-	0047319325	UNIFORMS-PWS SANITATION (BLANKET)	74142	04/13/2022	90.97
		6200-55-55200-515670-00000000-	0047319326	UNIFORMS-PWS SANITATION (BLANKET)	74143	04/13/2022	154.44
		6200-55-55200-515670-00000000-	0047297388	UNIFORMS-PWS SANITATION (BLANKET)	74139	04/13/2022	38.60
		Total Paid by Vendor					**10,333.21**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1004562	BLANKET PO FOR SWDA TIPPING FEES	74145	04/12/2022	37,595.77
		Total Paid by Vendor					**37,595.77**
	SOUTHLAND INTERNATIONAL TRUCKS INC	6200-55-55200-513030-00000000-	08HW809414	COM TX 040822/08HW809414	PCard	04/11/2022	3,726.00
		6200-55-55200-513030-00000000-	08HW809414	COM TX 040822/08HW809414	PCard	04/11/2022	7,608.87
		Total Paid by Vendor					**11,334.87**
	STAPLES INC	6200-55-55200-515340-00000000-	3502464554	A.WILSON/4205 E. SCHRIMSHER LN/256-883-3998	73512	03/28/2022	305.43
		6200-55-55200-515340-00000000-	3501998623	VKENT, 256-650-4342, 4206 EAST SCHRIMSHER LANE	74028	03/28/2022	(159.56)
		Total Paid by Vendor					**145.87**
	THE WW WILLIAMS COMPANY LLC	6200-55-55200-513030-00000000-	072W13140	COM TX 040822/072W13140	PCard	04/11/2022	2,975.00
		6200-55-55200-513030-00000000-	072W13140	COM TX 040822/072W13140	PCard	04/11/2022	9,715.28
		Total Paid by Vendor					**12,690.28**
	THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-701056	COM TX 040822/TTC1-701056	PCard	04/11/2022	148.98
		6200-55-55200-513030-00000000-	TTC1-701056	COM TX 040822/TTC1-701056	PCard	04/11/2022	560.00
		Total Paid by Vendor					**708.98**
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000080490	TOTER LID FOR STOCK	73521	03/28/2022	4,351.25
		Total Paid by Vendor					**4,351.25**
	WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	410621	HYDRAULIC FLUID FOR STOCK	73735	04/04/2022	3,132.00
		Total Paid by Vendor					**3,132.00**
	Total by Fund 6200						**242,423.60**
6500	VENUE GROUP INC	6500-00-00000-515370-00000000-	04/01/22 PAYMENT	FY22 HUNTSVILLE AMPITHEATER ORD 21-867 (BLANKET)	90000160	03/30/2022	686,394.48
		Total Paid by Vendor					**686,394.48**
	Total by Fund 6500						**686,394.48**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	60,005.81
		7000-16-00000-517015-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	42,277.92
		7000-16-00000-517025-00000000-	HEALTH CLMS 3/21-25	3/21/22-3/25/22 HEALTH CLAIMS	73541	03/29/2022	455.26
		7000-16-00000-517010-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	42,245.65
		7000-16-00000-517015-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	45,744.19
		7000-16-00000-517025-00000000-	HEALTH CLMS 3/28-4/1	3/28/22-4/1/22 HEALTH CLAIMS	73744	04/06/2022	52.87

		Total Paid by Vendor					**190,781.70**
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1181644-031922	CITY'S GROUP HEALTH REINSUR. US1181644 4/22	73970	04/11/2022	14,636.19
		Total Paid by Vendor					**14,636.19**
	Total by Fund 7000						**205,417.89**
Grand Total							**22,017,529.21**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	74072	04/14/2022	041422A	29.30	WAFFLE HOUSE
	0001-00-00000-110004-00000000-	74129	04/14/2022	041422A	36.00	CHRISTOPHER CAMPBELL
	0001-00-00000-110004-00000000-	74128	04/14/2022	041422A	20.00	ADOLFO SANTIAGO
	0001-00-00000-110004-00000000-	74110	04/14/2022	041422A	274.78	MARY CATHERINE DUNCAN
	0001-00-00000-110004-00000000-	74101	04/14/2022	041422A	938.66	KATHERINE ELIZABETH WALKER
	0001-00-00000-110004-00000000-	73952	04/12/2022	041222A	1,086.96	KONKORDIA PHOENIX PLC INC
	0001-00-00000-110004-00000000-	73907	04/12/2022	041222A	875.12	CHARLES ROBINSON
	0001-00-00000-110004-00000000-	73814	04/07/2022	040722A	17,594.16	JOSHUA A PATRICK
	0001-00-00000-110004-00000000-	73779	04/07/2022	040722A	4,387.50	DOUGLAS RICKMAN
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	74127	04/14/2022	041422A	700.00	JARRED SPACEK
	0001-00-00000-110004-00000000-	73997	04/12/2022	041222A	7,841.44	HEATHER ADAMS
	0001-00-00000-110004-00000000-	73996	04/12/2022	041222A	6,895.65	ELEKTA, INC
	0001-00-00000-110004-00000000-	73995	04/12/2022	041222A	2,526.61	FARR SERVICES CORP
	0001-00-00000-110004-00000000-	73994	04/12/2022	041222A	1,947.82	BHIVE 7, INC
	0001-00-00000-110004-00000000-	73993	04/12/2022	041222A	293.77	CHICK-FIL-A
	0001-00-00000-110004-00000000-	73992	04/12/2022	041222A	159.00	YARISTER SALVADOR
	0001-00-00000-110004-00000000-	73991	04/12/2022	041222A	100.00	CREATIVE SLATE
	0001-00-00000-110004-00000000-	73990	04/12/2022	041222A	75.00	JAKYRA WATTS
	0001-00-00000-110004-00000000-	73989	04/12/2022	041222A	60.00	DUNN'S GASS PIPING LLC
	0001-00-00000-110004-00000000-	73988	04/12/2022	041222A	57.47	C & M'S APPLIANCE REPAIR LLC
	0001-00-00000-110004-00000000-	73987	04/12/2022	041222A	50.00	EMRY ALEXIS PHOTOGRAPHY, LLC
	0001-00-00000-110004-00000000-	73986	04/12/2022	041222A	15.22	DISH WIRELESS LLC
	0001-00-00000-110004-00000000-	73985	04/12/2022	041222A	13.30	EBY-BROWN COMPANY LLC
	0001-00-00000-110004-00000000-	73984	04/12/2022	041222A	5.00	KRISTINA KEOGH
	0001-00-00000-110004-00000000-	73983	04/12/2022	041222A	37,105.54	PERFORMANCE CONTRACTING INC.
	0001-00-00000-110004-00000000-	73982	04/12/2022	041222A	7,259.39	WLG INC.
	0001-00-00000-110004-00000000-	73981	04/12/2022	041222A	936.73	CITY OF HOOVER-DIVISION OF REVENUE
	0001-00-00000-110004-00000000-	73980	04/12/2022	041222A	90.00	OPTIMAL GEO INC.
	0001-00-00000-110004-00000000-	73836	04/07/2022	040722A	2,809,146.51	TOYOTA MOTOR MFG AL INC.
	0001-00-00000-110004-00000000-	73835	04/07/2022	040722A	596.00	JACQUELINE A. O'DAY
	0001-00-00000-110004-00000000-	73834	04/07/2022	040722A	50.60	ROMANS CONSTRUCTIONS INC
	0001-00-00000-110004-00000000-	73704	04/05/2022	040522A	856.00	NANCY BOUFFIOU
	0001-00-00000-110004-00000000-	73703	04/05/2022	040522A	3,000.00	ANNE G. STONE
	0001-00-00000-110004-00000000-	73702	04/05/2022	040522A	1,996.48	WATERS TECHNOLOGY GROUP
	0001-00-00000-110004-00000000-	73604	03/31/2022	033122A	639.55	PRESIDIO NETWORKED SOLUTIONS GROUP LLC
	0001-00-00000-110004-00000000-	73603	03/31/2022	033122A	222.90	LINDSEY, KRISTIN
	0001-00-00000-110004-00000000-	73602	03/31/2022	033122A	220.00	TREY GREEN CONSTRUCTION
	0001-00-00000-110004-00000000-	73601	03/31/2022	033122A	129.41	CASUAL MALE RETAIL STORE LLC
	0001-00-00000-110004-00000000-	73600	03/31/2022	033122A	60.80	EXPERT DIE INC
	0001-00-00000-110004-00000000-	73599	03/31/2022	033122A	59.01	HUNTSVILLE GEM & MINERAL SOCIETY
	0001-00-00000-110004-00000000-	73598	03/31/2022	033122A	24.65	APPLIED INDUSTRIAL TECH DIXIE INC.

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
	0001-00-00000-110004-00000000-	73597	03/31/2022	033122A	20.00	JOHN GRAY
	0001-00-00000-110004-00000000-	73596	03/31/2022	033122A	10.00	LEE FLANNERY
	0001-00-00000-110004-00000000-	73595	03/31/2022	033122A	1.48	OH EM GEE BOUTIQUE
	0001-00-00000-110004-00000000-	73489	03/29/2022	032922A	1,895.28	JEFFREYS-SKOURAS INC.
	0001-00-00000-110004-00000000-	73488	03/29/2022	032922A	485.00	ROGERS GROUP
	0001-00-00000-110004-00000000-	73487	03/29/2022	032922A	342.75	KENDALLWOOD HOMES LLC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					
	0001-00-00000-110004-00000000-					

PRJ 3/26/22 - 4/15/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**04/08/22**		**Grand Total**
101000	1000		$3,578,786.25	$3,578,786.25
101005	1005		($1,048,595.30)	($1,048,595.30)
102000	2000		$169,031.04	$169,031.04
102100	2100		$48,516.66	$48,516.66
102101	2101		$1,446.82	$1,446.82
103900	3900		$28,449.21	$28,449.21
103910	3910		$34,966.44	$34,966.44
103930	3930		$35,907.91	$35,907.91
106000	6000		$432,140.10	$432,140.10
106200	6200		$259,067.08	$259,067.08
107100	7100		($24,216.17)	($24,216.17)
110004	IONS		($3,515,500.04)	($3,515,500.04)

DEBT SERVICES 3/26/22 - 4/15/22

OBJECT	(All)
FUND	(Multiple Items)

Sum of JOURNAL AMOUNT	**Column Labels**	
Row Labels	**03/30/22**	**Grand Total**
5000	$93,971.63	$93,971.63
3950	$1,014,625.00	$1,014,625.00
3040	$44,256.37	$44,256.37
Grand Total	**$1,152,853.00**	**$1,152,853.00**

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0327

Department: City Council - Meredith

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

Resolution authorizing travel for Councilmember John Meredith May 11 - 14, 2022 for the Alabama League of Municipalities 2022 Convention in Tuscaloosa, AL.

Resolution No.

Finance Information:

Account Number: 1000-11-11500-515790

City Cost Amount: $550

Total Cost: $550

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-

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 COUCILMEMBER: John Meredith, District Five

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Hotel	$ 300.00
Transportation and Meals	100.00
Registration	150.00
TOTAL	$ 550.00

PURPOSE AND OBJECT OF TRAVEL: Attend the Alabama League of Municipalities 2022 Convention, 2022 May 11 – 14, 2022 in Tuscaloosa, AL to gain information from municipal vendors and state agencies and network with other municipal officials and employees.

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 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0292

Department: City Council

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

Resolution appointing Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1, to fill a vacancy due to the resignation of Bhavani Kakani for the remainder of a vacant six (6) year term to expire April 15, 2023. (Nominated April 14, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Health Care Authority of the City of Huntsville, Place 1, due to the resignation of Bhavani Kakani.

NOW, THEREFORE, BE IT RESOLVED that Janice Johnson is hereby appointed to fill said vacancy, said partial term appointment to become effective on April 28, 2022 and expiring on April 15, 2023.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0328

Department: City Attorney

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

Ordinance authorizing the vacation of a Utility and Drainage Easement, Grande Highland Estates 4th Addition, Muir Wood Road. (Phillips)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: City Attorney

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

Ordinance authorizing the vacation of a Utility and Drainage Easement, Grande Highland Estates 4th Addition, Muir Wood Road. (Phillips)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of a utility and drainage easement; that the applicant has represented to the City of Huntsville that **Estelle Broadus Phillips and Barry Curtis Phillips, Sr., as Trustees of the Estelle Broadus Phillips Living Trust,** are the owners of the property across which said easement lies; that said easement, or the portion being vacated, us not presently used and is no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by ESTELLE BROADUS PHILLIPS AND BARRY CURTIS PHILLIPS, SR. AS TRUSTEES OF THE ESTELLE BROADUS PHILLIPS LIVING TRUST, hereinafter referred to as the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR COPY OF SURVEY.

TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the City of Huntsville, Alabama, has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ordinance No: _____, as of this the 28th day of April, 2022.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____(SEAL)
Tommy Battle, Mayor

ATTEST:_____
Kenneth Benion City-Clerk Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this 28th day of April, 2022.

_____

NOTARY PUBLIC
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Charles P. Helms, 912 Merchants Walk, Huntsville, AL 35801

EXHIBIT "A"

(Utility and Drainage Easement to be vacated)

STATE OF ALABAMA:
MADISON COUNTY:

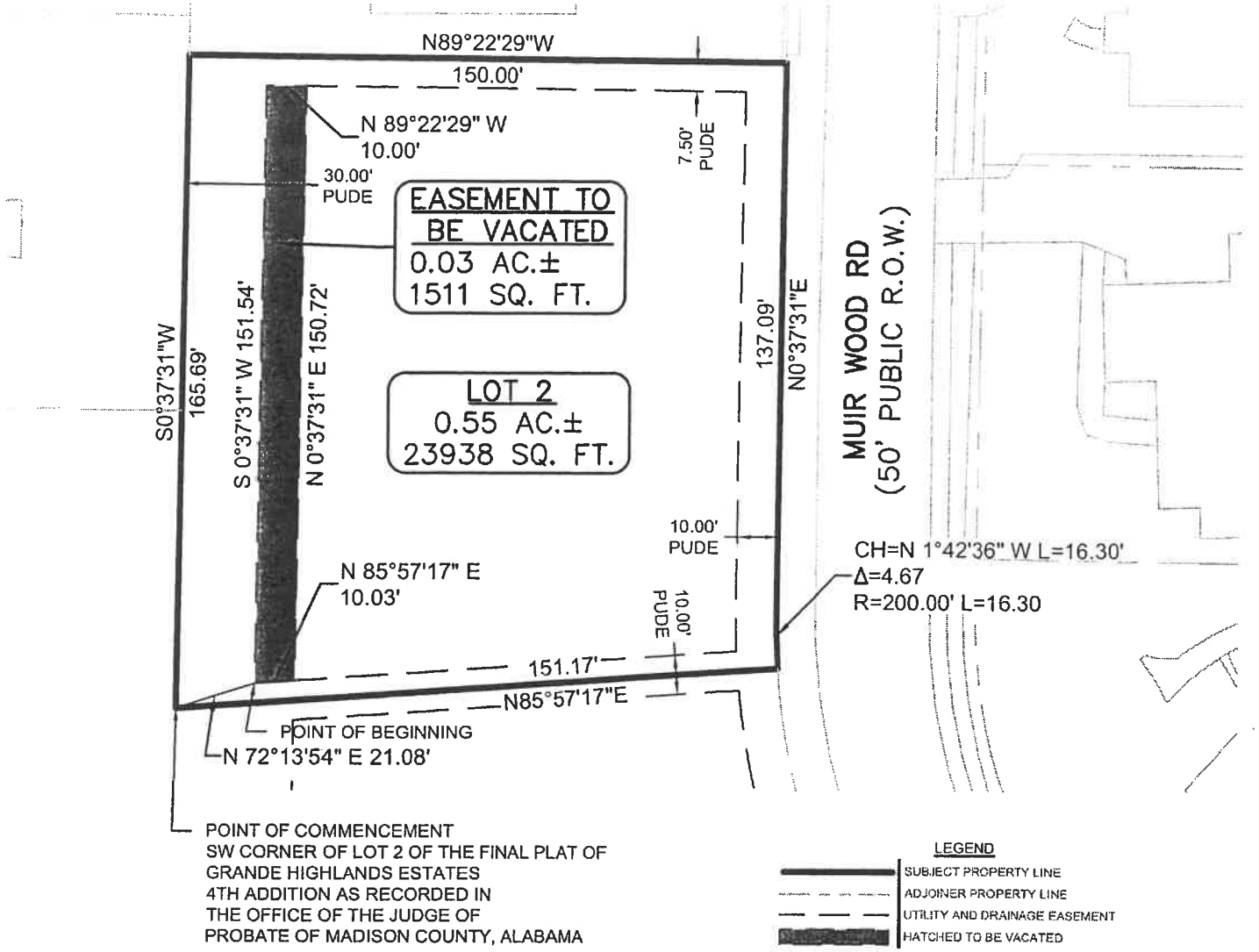
A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING 10 FEET OF A 30 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF THE FINAL PLAT OF GRANDE HIGHLANDS ESTATES 4TH ADDITION, A RESUBDIVISION OF LOTS 43, 44 AND 45 OF GRANDE HIGHLAND ESTATES THIRD ADDITION, DOCUMENT NO. 20140528000278710, AS RECORDED IN INSTRUMENT NUMBER 2019-00046637 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA THENCE NORTH 72 DEGREES 13 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 21.08 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 00 DEGREE 37 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 151.54 FEET TO A POINT; THENCE, SOUTH 89 DEGREE 22 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 00 DEGREE 37 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 150.72 FEET TO A POINT; THENCE, SOUTH 85 DEGREE 57 MINUTES 17 SECONDS WEST A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.03 ACRES (1511 SQUARE FEET) MORE OR LESS.

EXHIBIT "B"



LEGAL DESCRIPTION

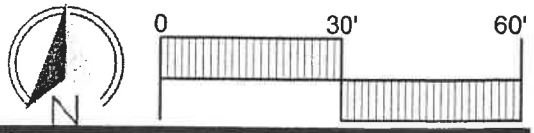
STATE OF ALABAMA
MADISON COUNTY

A PARCEL OF LAND LOCATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING 10 FEET OF A 30 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF THE FINAL PLAT OF GRANDE HIGHLANDS ESTATES 4TH ADDITION, A RESUBDIVISION OF LOTS 43, 44 AND 45 OF GRANDE HIGHLAND ESTATES THIRD ADDITION, DOCUMENT NO. 20140528000278710, AS RECORDED IN INSTRUMENT NUMBER 2019-00046637 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA THENCE NORTH 72 DEGREES 13 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 21.08 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 00 DEGREE 37 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 151.54 FEET TO A POINT; THENCE, SOUTH 89 DEGREE 22 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 00 DEGREE 37 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 150.72 FEET TO A POINT; THENCE, SOUTH 85 DEGREE 57 MINUTES 17 SECONDS WEST A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.03 ACRES (1511 SQUARE FEET) MORE OR LESS.



DRAWN BY: ADN	EASEMENT VACATION
FIELD CREW: N/A	LOT 2 - GRANDE HIGHLANDS ESTATES 4TH ADDITION
FIELD DATE: 00.00.00	PREPARED FOR ESTELLE & BARRY PHILLIPS
OFFICE DATE: 03/09/22	SECTION 24, TOWNSHIP 4 SOUTH, RANGE 1 EAST
CHECKED BY: ASM	
SHEET: 03/09/22	
JOB NO: 19-120	

THE 2 POINT INCORPORATED

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0319

Department: Planning

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

Ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the Code of Ordinances of the City of Huntsville, to modify the MidCity Arts and Entertainment District. (Introduced April 14, 2022, Regular Council Meeting)

Ordinance No. 22-270

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1457

Department:

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the City's Code of Ordinances to modify the MidCity Arts and Entertainment District.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

Section 1. Chapter 3, Article II, **Subsection (c) (1) of Section 3-30** of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 3-30. - MidCity Arts and Entertainment District.

(c) MidCity Arts and Entertainment District established.

(1) Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the MidCity Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, § 28-3A-17.1:

A tract of land located in Section 31, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as commencing at a point located at the Center of the East Boundary of said Section 31; thence from the Point of Commencement, North 89 Degrees 29 Minutes 27 Seconds West, a distance of 1649.34 feet to the Point of Beginning; thence from the Point of Beginning, South 01 Degree 09 Minutes 38 Seconds East, a distance of 478.49 feet to a point at the beginning of a curve to the left; thence around said curve to the left, with a radius of 302.91 feet, a chord distance and bearing of South 45 Degrees 08 Minutes 24 Seconds West, a distance of 261.20 feet to a point; thence South 89 Degrees 56 Minutes 57 Seconds West, a distance of 215.53 feet to a point; thence North 84 Degrees 03 Minutes 03 Seconds West, a distance of 140.69 feet to a point; thence North 87 Degrees 46 Minutes 31 Seconds West, a distance of 106.32 feet to a point; thence North 11 Degrees 20 Minutes 26 Seconds West, a distance of 124.69 feet to a point; thence North 19 Degrees 39 Minutes 33 Seconds West, a distance of 25.67 feet to a point; thence North 03 Degrees 59 Minutes 54 Seconds West, a distance of 508.61 feet to a point; thence North 89 Degrees 35 Minutes 04 Seconds West, a distance of 17.44 feet to a point; thence North 01 Degree 02 Minutes 15 Seconds East, a distance of 347.32 feet to a point; thence North 01 Degree 40 Minutes 42 Seconds East, a distance of 806.52 feet to a point; thence South 88 Degrees 20 Minutes 52 Seconds East, a distance of 378.25 feet to a point; thence North 05 Degrees 37 Minutes 10 Seconds West, a distance of 346.19 feet to a point; thence North 11 Degrees 29 Minutes 23 Seconds West, a distance of 322.44 feet to a point; thence South 82 Degrees 36 Minutes 19 Seconds West, a distance of 230.88 feet to a point; thence North 27 Degrees 24 Minutes 23 Seconds East, a distance of 85.09 feet to a point; thence North 47 Degrees 52 Minutes 51 Seconds East, a distance of 486.51 feet to a point; thence North 77 Degrees 04 Minutes 57 Seconds East, a distance of 157.38 feet to a point; thence South 71 Degrees 44 Minutes 55 Seconds East, a distance of 465.34 feet to a point; thence South 85 Degrees 03 Minutes 59 Seconds East, a distance of 42.15 feet to a point; thence South 71 Degrees 19 Minutes 01 Second East, a distance of 385.82 feet to a point; thence South 69 Degrees 06 Minutes 26 Seconds East, a distance of 715.75 feet to a point; thence South 09 Degrees 53 Minutes 18 Seconds East, a distance of 102.45

feet to a point; thence South 09 Degrees 20 Minutes 41 Seconds West, a distance of 274.61 feet to a point; thence South 04 Degrees 20 Minutes 05 Seconds West, a distance of 270.89 feet to a point; thence South 89 Degrees 59 Minutes 59 Seconds West, a distance of 523.74 feet to a point; thence South 00 Degrees 18 Minutes 37 Seconds East, a distance of 210.59 feet to a point; thence South 89 Degrees 41 Minutes 26 Seconds West, a distance of 844.24 feet to a point; thence North 74 Degrees 18 Minutes 29 Seconds West, a distance of 54.46 feet to a point; thence North 57 Degrees 58 Minutes 20 Seconds West, a distance of 63.78 feet to a point; thence South 35 Degrees 00 Minutes 44 Seconds West, a distance of 219.65 feet to a point at the beginning of a curve to the left; thence around said curve to the left, with a radius of 516.23 feet, a chord distance and bearing of South 15 Degrees 02 Minutes 45 Seconds West, a distance of 304.35 feet to a point; thence South 14 Degrees 28 Minutes 57 Seconds West, a distance of 21.89 feet to a point; thence South 01 Degree 05 Minutes 19 Seconds East, a distance of 384.94 feet to a point; thence South 89 Degrees 19 Minutes 30 Seconds East, a distance of 294.78 feet back to the Point of Beginning. Said tract containing 66.41 Acres, more or less.

Section 2. With the exception of the amendments made herein, all other portions of Chapter 3 of the Code of Ordinances of the City of Huntsville, Alabama, shall remain in full force and effect.

Section 3. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

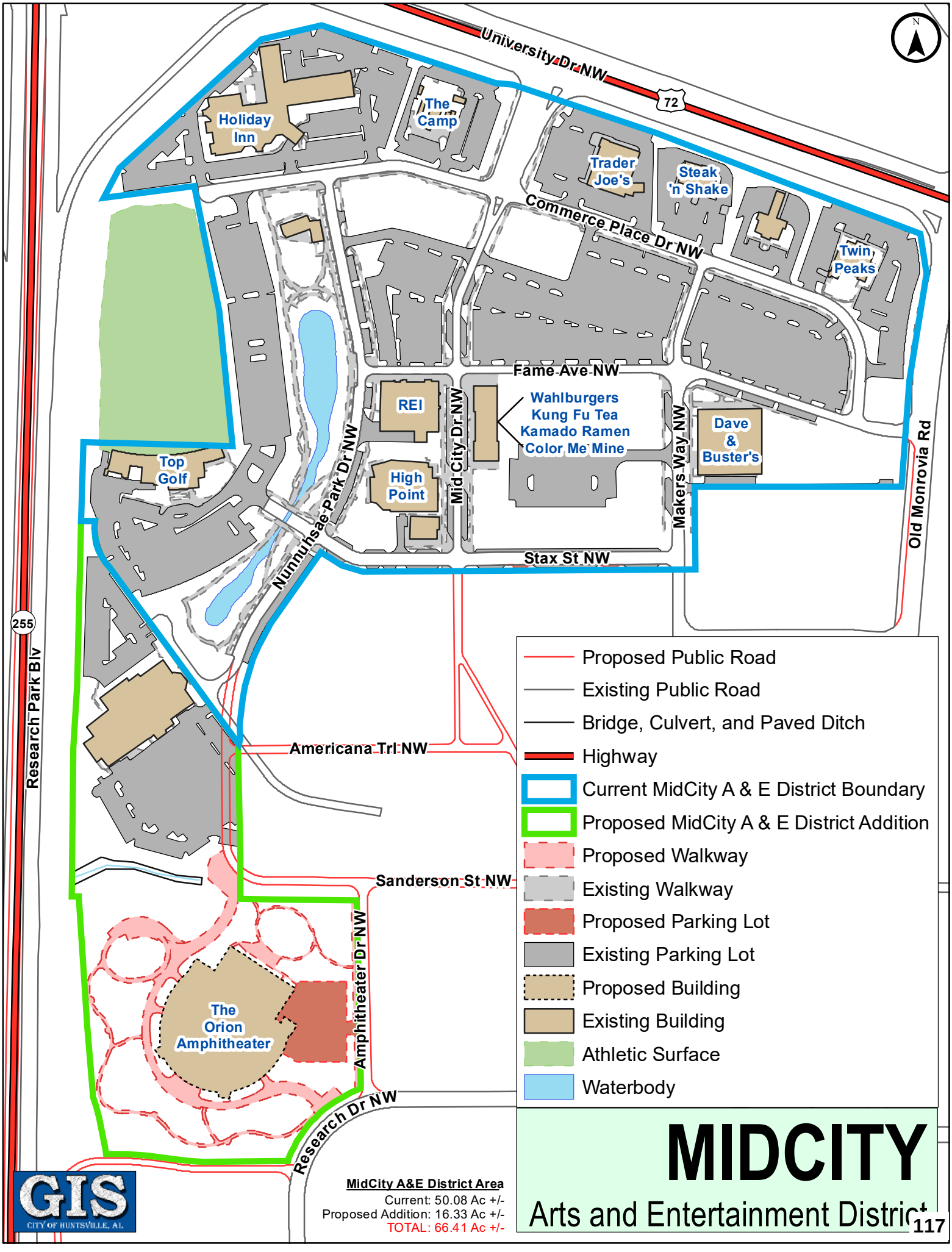
Section 4. This Ordinance shall become effective upon its adoption and publication.

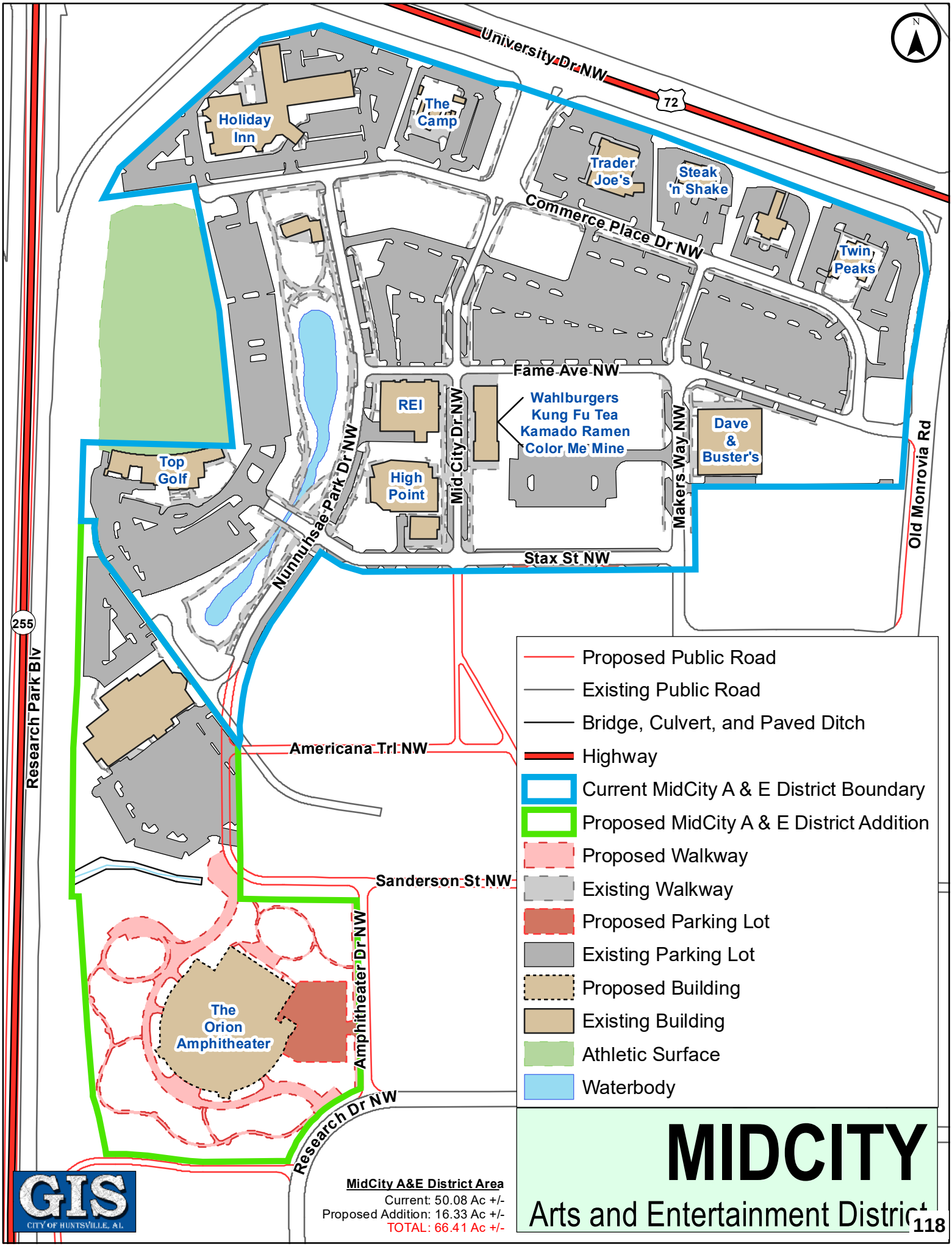
ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama


University Dr NW
72
Holiday Inn
The Camp
Trader Joe's
Steak 'n Shake
Commerce Place Dr NW
Twin Peaks
Fame Ave NW
REI
Wahlburgers
Kung Fu Tea
Kamado Ramen
Color Me Mine
Dave & Buster's
Top Golf
High Point
Mid City Dr NW
Makers Way NW
Nunnuhsae Park Dr NW
Stax St NW
Old Monrovia Rd
255
Research Park Blv
Americana Trl NW
Sanderson St NW
Amphitheater Dr NW
The Orion Amphitheater
Research Dr NW
Proposed Public Road
Existing Public Road
Bridge, Culvert, and Paved Ditch
Highway
Current MidCity A & E District Boundary
Proposed MidCity A & E District Addition
Proposed Walkway
Existing Walkway
Proposed Parking Lot
Existing Parking Lot
Proposed Building
Existing Building
Athletic Surface
Waterbody
MIDCITY
Arts and Entertainment District
GIS
CITY OF HUNTSVILLE, AL
MidCity A&E District Area
Current: 50.08 Ac +/-
Proposed Addition: 16.33 Ac +/-
TOTAL: 66.41 Ac +/-


University Dr NW
72
Holiday Inn
The Camp
Trader Joe's
Steak 'n Shake
Commerce Place Dr NW
Twin Peaks
Fame Ave NW
REI
Wahlburgers
Kung Fu Tea
Kamado Ramen
Color Me Mine
Dave & Buster's
Top Golf
High Point
Mid City Dr NW
Makers Way NW
Nunnuhsae Park Dr NW
Stax St NW
Old Monrovia Rd
255
Research Park Blv
Americana Trl NW
Sanderson St NW
Amphitheater Dr NW
The Orion Amphitheater
Research Dr NW
Proposed Public Road
Existing Public Road
Bridge, Culvert, and Paved Ditch
Highway
Current MidCity A & E District Boundary
Proposed MidCity A & E District Addition
Proposed Walkway
Existing Walkway
Proposed Parking Lot
Existing Parking Lot
Proposed Building
Existing Building
Athletic Surface
Waterbody
MIDCITY
Arts and Entertainment District
MidCity A&E District Area
Current: 50.08 Ac +/-
Proposed Addition: 16.33 Ac +/-
TOTAL: 66.41 Ac +/-
GIS
CITY OF HUNTSVILLE, AL

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0320

Department: Fleet

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

Ordinance declaring certain equipment surplus and to be donated to Huntsville Crime Stoppers. (Introduced April 14, 2022, Regular Council Meeting)

Ordinance No. 22-271

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 20- _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the property described below is hereby declared surplus and no longer needed for a municipal purpose or public use, and to be donated to Huntsville Crime Stoppers.

Equipment# 011836. 2007 Chevrolet Impala
Vin# 2G1WB58K079280471

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0329

Department: Finance

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

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1507

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 - _____

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

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

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0330

Department: Finance

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

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cemetery: Donation from Anonymous Donor for $10.00.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1508

Department: Finance

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

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cemetery: Donation from Anonymous Donor for $10.00.

RESOLUTION NO. 22 - _____

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

Donation from Anonymous Donor for Maple Hill Cemetery in the amount of $10.00.

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 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0331

Department: Finance

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

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Update of Bids:

Southern Lighting & Traffic Systems - Traffic Signal Controller (Traffic Engineering)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1510

Department: Finance

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

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Update of Bids:

Southern Lighting & Traffic Systems - Traffic Signal Controller (Traffic Engineering)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Southern Lighting & Traffic Systems	Traffic Signal Controller	One Year W/Extensions

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Southern Lighting & Traffic Systems	Traffic Signal Controller	One Year W/Extensions

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/14/22
FROM: Melinda Mills **DEPT:** Traffic Engineering
BID #: 58-2022-75-3 **COMMODITY/SERVICE:** Traffic Signal Controller

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Lighting & Traffic Systems

RECOMMENDATION: Traffic Engineering has reviewed the bids recieved and we recommend the bid be awarded to Southern Lighting & Traffic Systems.

DESCRIPTION	PRICE	UOM	COMMENT
Econolite, Cobalt "C" - Rack Mount Controller	$3,975.00	EA	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 3020-75-00000-529000-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:
My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Kathy Martin Digitally signed by Kathy Martin Date: 2022.04.18 13:22:39 -05'00' — 4/14/22
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.20 09:18:37 -05'00' — 4/19/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: _____ **DATE:** _____
FROM: _____ **DEPT:** _____
BID #: _____ **COMMODITY/SERVICE:** _____

DESCRIPTION	PRICE	UOM	COMMENT

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0332

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 the low bidder, Lambert Contracting, L.L.C., for Big Cove Basin Sewer Extension, Project No. 71-22-SS02.

Resolution No.

Finance Information:

Account Number: 6000-76-00000-526000-00000000

City Cost Amount: $17,270,783.00

Total Cost: $17,270,783.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

This agreement is to provide construction services for the Big Cove Basin Sewer Extension which will include the installation of sewer trunklines to serve multiple developments and bring flow to the Big Cove WWTP. This bid will be based on unit prices for set quantities for a base bid amount of $3,283,568.00. Option No. 1, the periodic bid, is to provide Construction Services for Sanitary Sewer Projects as designated by the City of Huntsville utilizing unit prices for commonly performed contractor work items for a total Option No. 1 amount of

$13,987,215.00 for a total contract amount of $17,270,783.00.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., in the amount of SEVENTEEN MILLION TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS ($17,270,783.00) for Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02, 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 "Contract between the City of Huntsville and Lambert Contracting, L.L.C., for Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02," consisting of a total of one (1) page plus one hundred five (105) additional pages consisting of Attachments A1-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Lambert Contracting, L.L.C., in the amount of SEVENTEEN MILLION TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS ($17,270,783.00) for Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02, 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 "Contract between the City of Huntsville and Lambert Contracting, L.L.C., for Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02," consisting of a total of one (1) page plus one hundred five (105) additional pages consisting of Attachments A1-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
LAMBERT CONTRACTING, L.L.C.
FOR
BIG COVE BASIN SEWER EXTENSION
PROJECT NO. 71-22-SS02

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 28th day of April, 2022, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and LAMBERT CONTRACTING, L.L.C., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A1".

BY: _____
Tommy Battle, Mayor

_____
Lambert Contracting, L.L.C.

_____
Kenneth Benion
City Clerk Treasurer

ATTEST: _____

_____
John Meredith
City Council President

DATE: April 28, 2022

BIG COVE BASIN SEWER EXTENSION
PROJECT NUMBER 71-22-SS02

CITY OF HUNTSVILLE, ALABAMA

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W9-Taxpayer Form	ATTACHMENT H
City of Huntsville Report of Ownership Form	ATTACHMENT I
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Certificate of Compliance with Alabama Act 2016-312	ATTACHMENT K
Tracer Wire Specification	ATTACHMENT L

SUPPLEMENT TO GENERAL REQUIREMENTS

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	ATTACHMENT "A1"					3/24/2022
	City of Huntsville					
	Big Cove Basin Sewer Extension					
	Project No. 71-22-SS02					
	BASE BID					
ITEM NO.	DESCRIPTION	NOTES	BID QTY	BID UNIT	BID UNIT PRICE	TOTAL AMOUNT
	SANITARY SEWER FACILITIES					
	New sewer pipe installed per linear foot in place with deductions for manholes and includes compensation for erosion control, disposal of excess materials off-site, trenching, Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the unit cost. WPC will furnish materials such as pipe, manholes, etc					
	New Pre-cast Manhole Units, 48" inside diameter, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1	48" inside diameter, 12' - 15' depth		1	EA	$3,400.00	$3,400.00
2	48" inside diameter, 15' - 18' depth		9	EA	$4,200.00	$37,800.00
3	48" inside diameter, 18' - 22' depth		11	EA	$6,000.00	$66,000.00
4	48" inside diameter, 22' - 26' depth		8	EA	$11,500.00	$92,000.00
5	48" inside diameter, 26' - 30' depth		3	EA	$11,500.00	$34,500.00
	New Class 350 Ductile Iron Pipe					
6	10" Pipe, 15' - 18' depth		920	LF	$88.00	$80,960.00
7	10" Pipe, 18' - 22' depth		909	LF	$128.00	$116,352.00
8	12" Pipe, 12' - 15' depth		187	LF	$85.00	$15,895.00
9	12" Pipe, 15' - 18' depth		1,483	LF	$93.00	$137,919.00
10	12" Pipe, 18' - 22' depth		1,480	LF	$133.00	$196,840.00
11	12" Pipe, 22' - 26' depth		137	LF	$205.00	$28,085.00
12	18" Pipe, 12' - 15' depth		47	LF	$88.00	$4,136.00

13	18" Pipe, 15' - 18' depth		720	LF	$95.00	$68,400.00
14	18" Pipe, 18' - 22' depth		4,466	LF	$136.00	$607,376.00
15	18" Pipe, 22' - 26' depth		1,150	LF	$207.00	$238,050.00
16	18" Pipe, 26' - 30' depth		787	LF	$565.00	$444,655.00
17	New Pipe Connection to Existing Manhole, including laterals		6	EA	$11,000.00	$66,000.00
18	Form and pour concrete manhole invert		32	EA	$2,350.00	$75,200.00
	LANDSCAPE CONSTRUCTION					
19	Reseeding and Fertilize		40,000	SY	$1.00	$40,000.00
	MISCELLANEOUS - Replacement to be made in-kind *Items to be reset shall be installed to match the original conditions or better*					
20	Roadway Crossing by means of open cutting to include the removal and replacement of Asphalt Paving (includes disposal of soils). Price to reflect all materials used to complete crossing (stone, steel plates, etc)		5	EA	$100,000.00	$500,000.00
21	Solid Rock Trench Excavation to include blasting if necessary.		10,000	CY in-place	$30.00	$300,000.00
22	Mobilization (4% of base bid)		1	LS	$130,000.00	$130,000.00
	TOTAL BASE BID PRICE					$3,283,568.00
	Option No. 1 (Periodic Bid for Sanitary Sewer Projects-2022)					
1-1	Project Mobilization A (will be paid on projects that have a cost greater than $5,000.00)		1	EA	$8,965.00	$8,965.00
1-2	Project Mobilization B (will be paid on projects that have a cost greater than $5,000.00, but less than $10,000.00)		10	EA	$9,962.00	$99,620.00
1-3	Project Mobilization C (will be paid on projects that have a cost greater than $10,000.00, but less than $25,000.00)		20	EA	$11,207.00	$224,140.00
1-4	Project Mobilization D (will be paid on projects that have a cost greater than $25,000.00 but less than $50,000.00)		30	EA	$12,808.00	$384,240.00
1-5	Project Mobilization E (will be paid on projects that have a cost greater than $50,000 but less than $75,000)		2	EA	$14,944.00	$29,888.00

1-6	**Project Mobilization F(will be paid on projects that have a cost greater than $75,000 but less than $100,000)**		8	EA	$17,000.00	$136,000.00

1-7	**Project Mobilization G (will be paid on projects that have a cost greater than $100,000 but less than $250,000)**		4	EA	$20,000.00	$80,000.00
	SANITARY SEWER FACILITIES					
	New sewer pipe installed in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the unit cost. WPC reserves the right to use City of Huntsville furnished materials when time is of the essence. The published rate at which WPC procures mainline and manhole materials will be deducted from the line item.					
	New Pre-cast Manhole Units, 48" inside diameter, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1-8	**48" inside diameter, 0' - 6' depth**	**City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C**	**40**	**EA**	**$5,500.00**	**$220,000.00**
1-9	**48" inside diameter, 6' - 8' depth**	**City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C**	**40**	**EA**	**$7,000.00**	**$280,000.00**
1-10	**48" inside diameter, 8' - 10' depth**	**City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C**	**40**	**EA**	**$9,000.00**	**$360,000.00**
1-11	**48" inside diameter, 10' - 12' depth**	**City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C**	**40**	**EA**	**$10,000.00**	**$400,000.00**
1-12	**48" inside diameter, 12' - 15' depth**	**City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C**	**40**	**EA**	**$14,000.00**	**$560,000.00**

1-13	48" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$17,000.00	$680,000.00
1-14	48" inside diameter, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA	$20,000.00	$800,000.00
	Pre-cast Manhole Units, 60" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1-15	60" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$10,000.00	$100,000.00
1-16	60" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$13,000.00	$130,000.00
1-17	60" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$16,000.00	$160,000.00
1-18	60" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$19,000.00	$190,000.00
1-19	60" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$26,000.00	$260,000.00
1-20	60" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$35,000.00	$350,000.00
	Pre-cast Manhole Units, 72" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					

1-21	72" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$15,000.00	$150,000.00
1-22	72" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$20,000.00	$200,000.00

1-23	72" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$25,000.00	$250,000.00
1-24	72" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$31,000.00	$310,000.00
1-25	72" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA	$42,000.00	$420,000.00
	4' Diameter Sanitary Sewer Manhole Drop Connection					
1-26	Drop Connection, 8" - 10" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	40	LF of drop	$2,210.00	$88,400.00
1-27	Drop Connection, 12" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	20	LF of drop	$3,100.00	$62,000.00
1-28	Air Relief Manhole, Air Relief Valve, and Vent Piping	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	10	EA	$15,500.00	$155,000.00
1-29	Shallow Creek Crossing - Concrete encasement with control joint	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	100	LF	$175.00	$17,500.00
	SANITARY SEWER					
	New sewer pipe installed per linear foot in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the LF unit cost.					
	New SDR26 Polyvinyl Chloride Pipe					

1-30	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF	$48.00	$96,000.00
1-31	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$50.00	$140,000.00
1-32	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$51.00	$142,800.00
1-33	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$54.00	$43,200.00
1-34	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$57.00	$45,600.00
1-35	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF	$59.00	$118,000.00

1-36	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$60.00	$168,000.00
1-37	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF	$61.00	$170,800.00
1-38	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$63.00	$50,400.00
1-39	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$66.00	$52,800.00
	New Class 350 Ductile Iron Pipe					
1-40	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$63.00	$25,200.00
1-41	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$64.00	$51,200.00
1-42	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$65.00	$52,000.00
1-43	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$68.00	$54,400.00
1-44	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$85.00	$34,000.00

1-45	8" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$102.00	$40,800.00

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1-46	8" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$136.00	$54,400.00
1-47	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$71.00	$28,400.00
1-48	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$72.00	$57,600.00
1-49	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$73.00	$58,400.00
1-50	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$76.00	$60,800.00
1-51	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$92.00	$36,800.00
1-52	10" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$110.00	$44,000.00

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1-53	10" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$145.00	$58,000.00
1-54	12" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$86.00	$34,400.00
1-55	12" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$87.00	$69,600.00
1-56	12" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$88.00	$70,400.00
1-57	12" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$103.00	$82,400.00
1-58	12" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$109.00	$43,600.00
1-59	12" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$132.00	$52,800.00
1-60	12" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$180.00	$72,000.00
1-61	16" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$119.00	$47,600.00

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1-62	16" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$121.00	$96,800.00
1-63	16" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$123.00	$98,400.00
1-64	16" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$127.00	$101,600.00
1-65	16" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$134.00	$53,600.00
1-66	16" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$157.00	$62,800.00
1-67	16" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$204.00	$81,600.00
1-68	18" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$133.00	$53,200.00
1-69	18" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$135.00	$108,000.00
1-70	18" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$137.00	$109,600.00

1-71	18" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$141.00	$112,800.00
1-72	18" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$147.00	$58,800.00
1-73	18" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$171.00	$68,400.00
1-74	18" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$219.00	$87,600.00
1-75	24" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$192.00	$76,800.00
1-76	24" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$194.00	$155,200.00
1-77	24" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$196.00	$156,800.00
1-78	24" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$201.00	$160,800.00
1-79	24" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$209.00	$83,600.00

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1-80	24" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$239.00	$95,600.00
1-81	24" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$314.00	$125,600.00
1-82	36" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$348.00	$139,200.00
1-83	36" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$345.00	$276,000.00
1-84	36" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$350.00	$280,000.00
1-85	36" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF	$355.00	$284,000.00
1-86	36" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$360.00	$144,000.00
1-87	36" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$400.00	$160,000.00
1-88	36" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF	$500.00	$200,000.00

1-89	Granular roadway crossing backfill material, ALDOT #78 crushed stone	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	500	CY	$100.00	$50,000.00
1-90	4" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	1,000	LF	$41.00	$41,000.00
1-91	4" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	LF	$76.00	$38,000.00
1-92	6" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	400	LF	$45.00	$18,000.00
1-93	6" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	200	LF	$68.00	$13,600.00
1-94	New Pipe Connection to Existing Manhole, <u>including laterals</u>	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3, 4 and Appendix B, C	20	EA	$4,600.00	$92,000.00
	ROCK BLASTING					
	Prices include seismograph monitoring, #78 stone backfill for blast holes, and mobilization					
1-95	Trench blasting (assuming 4 FT width and up to 12 FT depth)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	750	LF	$116.00	$87,000.00
1-96	Test Drilling	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2,000	LF	$12.00	$24,000.00
	CLEARING AND GRUBBING					
	All prices include removal and disposal of materials.					
1-97	Light, includes removal and disposal of brush and trees up to 4" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$2,930.00	$5,860.00

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1-98	Medium, includes removal and disposal of brush and trees 4" - 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$3,906.00	$7,812.00
1-99	Heavy, includes removal and disposal of brush and trees larger than 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE	$8,965.00	$17,930.00
1-100	30" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	200	LF	$171.00	$34,200.00
1-101	36" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$280.00	$28,000.00
1-102	42" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$342.00	$34,200.00
1-103	48" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF	$405.00	$40,500.00
	TRAFFIC CONTROL					
1-104	Light Traffic (Residential Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$6,445.00	$25,780.00
1-105	Medium Traffic (Residential Collector Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$7,611.00	$30,444.00
1-106	Heavy Traffic (Major Streets, Highways)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA	$8,779.00	$35,116.00
1-107	Drums	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	10	EA	$63.00	$630.00
1-108	Type I Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$1,264.00	$31,600.00

1-109	Type II Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$1,517.00	$37,925.00
1-110	Type III Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA	$1,896.00	$47,400.00
1-111	28" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA	$44.00	$2,200.00
1-112	36" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA	$32.00	$1,600.00
1-113	Arrow Panels	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA	$2,500.00	$12,500.00
1-114	Road Signs to include posts installed	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	30	SF	$25.00	$750.00
1-115	Flagman	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	HR	$60.00	$6,000.00
1-116	Orange Construction Facing	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	LF	$10.00	$1,000.00
1-117	Type A Hazard Marker Installation, Complete-in-Place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA	$585.00	$2,925.00
	LANDSCAPE CONSTRUCTION					
1-118	Topsoil, 4" thick	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 649	1,000	SY	$24.00	$24,000.00
1-119	Mulching, Class A, Type I	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 657	1,000	SY	$1.20	$1,200.00

1-120	Reseeding and Fertilize	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 651 and 653	1,000	SY	$1.20	$1,200.00
1-121	Fescue Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$6.00	$2,400.00
1-122	Tifton Bermuda Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$6.00	$2,400.00
1-123	Emerald Zoysia Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY	$6.00	$2,400.00
1-124	Hydro seeding and Mulching	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	10	ACRE	$1,400.00	$14,000.00
1-125	Hauling and Placement of Borrow Material (In-Place)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF	$28.00	$2,800.00
1-126	Removal and Haul-off of Unclassified Borrow &Waste Material	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF	$26.00	$2,600.00
	MISCELLANEOUS - Replacement to be made in-kind *Items to be reset shall be installed to match the original conditions or better*					
1-127	Mailboxes (remove and reset)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	10	EA	$516.00	$5,160.00
1-128	Removal and Replacement of Standard Driveway Aprons, to include 6" thick with 6x6 wire mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 103	200	SY	$332.00	$66,400.00
1-129	Removal and Replacement of Asphalt Paving, per sq. yd./in of thickness (includes disposal of soils)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	200	SY	$116.00	$23,200.00

1-130	Removal and Replacement of Concrete Sidewalk (includes disposal of soils)	City of Huntsville Std. Spec for Construction of Public Imp.,(Sec. 103	200	SY	$299.00	$59,800.00
1-131	Removal and Replacement of 24" Curb and Gutter (parking lots)	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$123.00	$24,600.00
1-132	Removal and Replacement of 6' Wooden Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$58.00	$11,600.00
1-133	Removal and Replacement of 6' Composite Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$123.00	$24,600.00
1-134	Removal and Replacement of 4' Chain Link Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF	$58.00	$11,600.00
1-135	Dense Graded Base Material, Type B, 100% compaction. Bid to include excavation, placement and compaction.	City of Huntsville Std. Spec. for Construction of Public Imp., (Sec. 205)	200	CY in-place	$93.00	$18,600.00
1-136	Bituminous Binder Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON	$233.00	$9,320.00
1-137	Bituminous Wearing Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON	$233.00	$9,320.00
1-138	Solid Rock Trench Excavation	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	CY in-place	$100.00	$50,000.00
1-139	Graded Limestone Rock #57 Crushed Stone for miscellaneous use for stabilization of roadways, driveways, etc. or as directed by Owner.	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 801	20	TON	$100.00	$2,000.00
1-140	Concrete Slab on Grade, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 617 and 837	10	CY	$840.00	$8,400.00

1-141	10 Gauge Reinforcing Wire Mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 837	200	SY	$71.00	$14,200.00
1-142	Steel Plating for Temporary Roadway Crossings (Contractor Retained)		680	SQ FT	$23.00	$15,640.00
	EROSION CONTROL					
1-143	Silt Fence, Type A Installation	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	5,000	LF	$8.00	$40,000.00
1-144	Hay Bale Check Dam, Complete-in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	100	EA	$11.00	$1,100.00
1-145	Class I Rip Rap	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 605	200	TN	$121.00	$24,200.00
1-146	Form and pour concrete manhole invert		25	EA	$2,142.00	$53,550.00
	Contract Mobilization, (3% of the total cost of the work order adjusted for final quantities), INCLUDES project mobilization item	NOTE #29	NA	NA		

TOTAL Option No. 1	$13,987,215.00

Company Lambert Contracting LLC
Signature Cody E. Lambert
Date 3/21/22

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF Lambert Contracting LLC
(NAME)
31303 US Hwy 72, Hollywood AL 35752
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

BIG COVE BASIN SEWER EXTENSION
PROJECT #71-22-SS02

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. 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. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is two hundred seventy (270) calendar days.

BIG COVE BASIN SEWER EXTENSION
PROJECT #71-22-SS02
PAGE TWO

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: March 24, 2022.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER Cody E. Lambert

BY Cody E Lambert, sole managing member

ADDRESS OF BIDDER 31303 US Hwy 72, Hollywood, AL 35752

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:
Cody E. Lambert, 95 Scotland Drive, Scottsboro, AL 100%

OUR CONTRACTOR'S STATE LICENSE NO. IS _____

(IF A CORPORATION)
SIGNATURE OF BIDDER _____

BY _____

BUSINESS ADDRESS _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

NAMES OF OFFICERS
PRESIDENT _____
SECRETARY _____
TREASURER _____

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C"

and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

BIG COVE BASIN SEWER EXTENSION
PROJECT #71-22-SS02

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
ONE	3/17/22
TWO	3/22/22

COMPANY Lambert Contracting LLC

SIGNATURE Cody E Lambert

TITLE Sole Managing member

DATE 3/24/22

ATTACHMENT "D"

BIG COVE BASIN SEWER EXTENSION
PROJECT #71-22-SS02

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete				
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping				
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other				

– None to List –
Cody E. Lockett

ATTACHMENT "E"

BIG COVE BASIN SEWER EXTENSION
PROJECT #71-22-SS02

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. Scottsboro WSG CONTRACT A 24" Ductile Iron for Scottsboro WSG at 404 East Willow St in Scottsboro AL 357685, 2565741515, CONTACT Mr. Jim Ed Goins.

2. Big Creek 12" Ductile Iron WL for Big Creek Utilities, TN at 11606 Main St. in Altamont, TN 37301 Engineer CONTACT MR. James C. Hailey 6158834933.

3. Riverchase Sewer 8" PVC for LADD Environmental and River Valley Mobile Home Community at Riverchase, 100 York St. Scottsboro, AL 35768 CONTACT Adam Lea 2568455315 OR Shane at 2565941577

4. Hobbs Island 8 ft Bound Pipe for Madison County Commission at Hobbs Island Rd in Huntsville, AL. Kyle Macomber 2567462900

5. Attalla Waterline Ext. 16"-8" PVC/DI for Attalla Waterworks at 509 4th St. NW in Attalla, AL 35954. CONTACT is Roy Jones 2565383322.

ATTACHMENT "F"

MANDATORY Pre-bid meeting to be held on Wednesday, March 16, 2022, at 10:00 am, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801. Bidders must attend this pre-bid meeting to be eligible to submit a bid.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Big Cove Basin Sewer Extension, more particularly known as Project No. 71-22-SS02.

Description of Project: Big Cove Basin Sewer Extension – Installation of sewer trunklines to serve multiple developments and bring flow to the Big Cove WWTP.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project Big Cove Basin Sewer Extension, more particularly known as Project No. 71-22-SS02 requires the contractor to possess a State of Alabama Classification of (MU) Municipal & Utility or MU-(S) Specialty Construction.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 24th day of March, 2022, until 2:00 pm. If the bid is mailed, the bid should be addressed to City Engineering, 320 Fountain Circle, Huntsville, AL 35801 and MUST be received prior to the bid opening date and time. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**
4. **Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991**
5. **Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)**
6. **Special Conditions**

7. **Current ALDOT Specifications**

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

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

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

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of _____ (insert name of business) I do hereby certify and represent that this business 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.

Cody E. Lovett
Title: Sole managing member
(Signature of authorized individual) "

Advertise Date: 3/9/2022

ATTACHMENT "G"
SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE _____ DAYS =
TOTAL CONTRACT TIME (3) 0 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - = #DIV/0!
TOTAL CONTRACT AMOUNT -

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

Cody E. Lovett 3/24/22

SAMPLE

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

Cody E. Knight
3/24/22

ATTACHMENT "I"

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): Lambert Contracting LLC.
- City of Huntsville current taxpayer identification number (if available): Huntsville Business Licence 339797 (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: 262801829 - AL. 000-421-190 FEIN ; AL-SOS
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ 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: Cody E. Lambert Title (if applicable): Sole managing member

Type or legibly write name: Cody E. Lambert Date: 3.24.22

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Lambert Contracting, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Lambert Contracting, LLC	
Name (Please Type or Print) Cody Lambert	Title
Signature Electronically Signed	Date 02/08/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/08/2016

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Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Lambert Contracting, LLC
Company Facility Address	31303 US HWY 72 Hollywood, AL 35752
Company Alternate Address	PO BOX 464 Hollywood, AL 35752
County or Parish	JACKSON
Employer Identification Number	262801829
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brittany Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	office@lambert-contracting.com

Name	Cody Lambert
Phone Number	(256) 609 - 0024
Fax Number	
Email Address	codylambert@lambert-contracting.com

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ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of Lambert Contracting LLC *(insert name of business) I do hereby certify and represent that this business 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.*

Cody E. Lambert

Title: Sole managing member

***(Signature of authorized individual)* "**

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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: Cody E. Lambert

Name of Certifying Official (print): Cody E. Lambert

Title: Sole managing member

Date of Certification (mm/dd/yyyy): 03/24/22

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Cody E. Boudet
3/24/22

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

BIG COVE BASIN SEWER EXTENSION

PROJECT #71-22-SS02

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, 2nd Floor Engineering Department, Huntsville, AL 35801.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change In the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time

specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the 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. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor 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. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond

form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400

$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and 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 settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) 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 not have 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. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause 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.

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.

22. **TERMINATION FOR CAUSE**

A. 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 material, 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.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional 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 City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A 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 and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

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. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and

unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

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

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

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. 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:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm 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 officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents 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) day's 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 with an A. M. Best's rating of no less than B + V.

E. **VERIFICATION OF COVERAGE**

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

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms 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 Engineer or Record 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 and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, 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. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

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.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor 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, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original,

certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

34. **PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. **RECORD DRAWINGS**

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City 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 should 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 coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
    a. Structures (boxes, inlets, end treatments, etc.):
        i. Horizontal locations of Features – Northing and easting coordinates
        ii. Vertical location of Features – Tops and Inverts
        iii. Changes in type, size, or material of feature.
    b. Pipes / Culverts:
        i. Document length
        ii. Document slope
        iii. Document size
        iv. Document invert elevation
        v. Changes in material of structure
    c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
        i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

        ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

        iii. Changes in width or material of feature.
        iv. Changes in location and type of geotechnical fabric used.
        v. Changes in overall grading of site topography.

    d. Detention / Retention Facility:
        i. Changes in size, location, or material of facility.
        ii. Changes in location and type of geotechnical fabric used.
        iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

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	Street Text	0	3	0	20	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			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary	0	3	0	20	0	

	Roads/Trails Text						
10	Sidewalks	5	3	0			
11	Bridges/Culverts	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	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
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			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	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	15	0	GPS
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	GPSPNT
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	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						

56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62 .	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS –** All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

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.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. 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. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

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.

55. WRITTEN NOTICE

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.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, 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 there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract 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.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

BIG COVE BASIN SEWER EXTENSION

Project No. 71-22-SS02
March 17, 2022

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Wednesday, March 16, 2022, in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Minutes

END OF ADDENDUM #1

MANDATORY PRE-BID MEETING

MINUTES

PROJECT NAME: Big Cove Basin Sewer Extension

PROJECT NUMBER: 71-22-SS02

DATE: March 16, 2022

PROJECT ENGINEER: Shane Cook

PROJECT INSPECTOR: Chase Marshall

The following people were in attendance at the Mandatory Pre-Bid Meeting:

John Monroe	Rogers Group
Scot Cornelius	Rogers Group
Hunter Stovall	John Plott
Joiner Pugh	REV Construction
Ryan Williams	Rain for Rent
Ian Dorris	North Georgia Concrete
Wes Drewery	Cleary Construction
Howard Hornsby	Eutaw Construction
Josh Chandler	SJ&L General Contractor
Anthony Alioa	Southern Site Contractors
Shadford Hubbard	Morgan Contracting, Inc.
Tim Ard	United Rentals Trench Safety
Philip Cash	Lambert Contracting
Dan Robinson	Lambert Contracting
Stan Patterson	COH WPC
Shane Cook	COH WPC
Chase Marshall	COH WPC
Brent Brown	COH WPC
Michael Thomas	COH Engineering
Toby Bradford	COH Engineering
Mary Ridgeway	COH Engineering

1. Introduction of all persons present

   Shane Cook is the director of Water Pollution Control.
   Chase Marshall is the project engineer.
   Mary Ridgeway handles the bid openings. She will be the primary contact during the bidding phase. She will forward any questions to Chase to answer.
   Brent Brown is the Superintendent.
   Contractors for the most part will be dealing with Chase, Brent and Shane.

2. Work Description (Project Scope)

   Installation of sewer trunklines to serve multiple developments and bring flow to the Big Cove WWTP.

   There is a base bid on the project. There is 18" ductile iron trunkline that is in a basin in Madison County. There will be periodic items on the back side of the project. Project will be awarded based off base bid. This sewer trunkline is running to multiple developments. Shane said right now he is pumping, with a truck 3,500-100,000 tons, and when the line gets completed it will probably be 6-8,000 tons.

3. Permits (Provide copies of all permits as part of the Contract)

   There is no ALDOT or railroad permits required. Any permits needed will be the Contractor's responsibility to acquire.

4. Utility Project Notification

   Work is being done in the easements. Contractor will have to cross some utilities on Old Highway 431. Contractor will be laying parallel to a gas line and a water line but will be in a separate easement. The rest of the work is out across cow pastures and that sort of area; there isn't much in the way.

   There is a small county water line on the other side of 431. Huntsville Utilities water line is 24" and the gas line is a 14". Madison County water is a 6" line. All the other axillary lines along the small roads will be small ones as well. Contractor will be crossing those perpendicular.

   It will be the responsibility of Contractor to locate and coordinate with existing Utilities.

5. Right-of-Way

   The City has all the easements.

6. Conflicting Projects

   None known.

7. Schedule of Work

   There is a date of completion on this project. Shane said he was going to put more criteria on it. He said the first priority will be Sheets C401, 402, 403-406. Shane said he is going to mandate that there be two (2) trunkline crews start on the project. One (1) start at the intersection shown on Sheet C04, and the other starting back down at the pump station and lay toward each other. Shane said there are a lot of houses down 406 and there are a lot of houses that are going to be at the 410. He said he has all of those come to one (1) location right now and he can bypass pump that. He said most of that is laid to the intersection. He said once that is in place, he can get to a common location to pump instead of pumping six (6) locations and/or get him back to the pump station where he can transport it over to the next pump station.

   He said this will pretty much be the critical path and will give the layout in the addendum. It will basically state he will require two (2) pipe laying crews and the manholes that he will want those crews to start at.

   All of the pipe is sitting on the project ready to go.

   Shane said because his critical path changes daily, he keeps stockpile of everything on the yard. Shane repeated manholes and pipe will be sitting on the ground and Contractor will be required to build inverts. Contractor can start laying pipe on day one (1) of the project.

   Submittals will come through Shane.

   On the base bid, WPC will provide the pipe. On the periodic items, Contractor will put the pipe pricing in. Shane said the majority of the time he will be providing the pipe. He said the City of Huntsville has contracts with pipe manufacturers in the state and also goes in conjunction with Huntsville Utilities and he buys a lot of pipe. He said on the periodic items there will be the price of the pipe in the unit item, but know if WPC provides the pipe, the price of the pipe that WPC paid will be taken out of that unit item. For the base bid all the pipe and manhole will be there sitting on the site ready to go. Contractor will not have the pipe in that unit item. In the periodic there will be a price and know most of the time that more than likely WPC ordered the pipe 6-9 months in advance and it is ready to go.

   There is a mixed set of plans on the base bid. Garver did the master plans on the basin. There are approximately ten (10) subdivisions going on currently at the

perimeters of the trunkline and there is one (1) sheet in the plans that is a Billy Smith set of plans. WPC confirmed the elevations on that sheet multiple times.

As far as staking goes, Garver has been out since the beginning on the base bid. Garver will be out there staking ahead of the Contractor.

It is trunkline so Contractor has to pay attention to what they are doing. WPC will be out there staking ahead and checking the work the Contractor is doing.

Shane said in the first tangent where the line splits on C404, there has been a little bit of rock hit. That is the only rock that has been hit on that end of the job. He said when you get down to the pump station, they are in rock there for a couple of feet. He said they have not hit rock where it crosses at Cobb Road. There is some rock on the lower end of the job.

Shane said water wise, he expected them to have a ton of pumps out there, but that has not been the case. On the lower end of the job, there is a pump run all the time. He said they have not seen water that cannot be controlled with a ditch line.

Owner reserves the right to withhold payment if work is more than 25% behind schedule.

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)

Using standard sewer specifications for the City of Huntsville. Anything outside the sewer specs will fall back to the 1991 Standard Specification. This manual can be found on the Engineering Department's website.

a. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
b. State of Alabama License Classification required – (MU) Municipal & Utility or MU-(S) Specialty Construction

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

There will not be many shop drawings on the base bid. Shane repeated he is providing the manholes and the pipe. Foley manholes and US pipe.

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in

shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

a. Construction Trailer will be on the base bid required. A trailer will not be required on the periodic side. As-Builts will be required. Contractor can do those themselves, or they can work it out with Garver.

   WPC will go through the standard process of testing the line. It is typically done at the end of the project, but WPC will work with the Contractor on testing segments. He said testing will be done on anything that makes a strategical basis.

   Contractor will have to turn in standard TVI. Shane said there are 3-4 companies currently in town that area approved. If the Contractor has their own crew, they will have to be certified and provide WPC film to look at. TVI crew must be PACP certified and be able to download to WPC's system.

b. Calendar Days to complete project – two hundred seventy (270). Shane repeated that he would dictate which lines to lay first.
c. Council Approval – April 14, 2022
d. Anticipated Notice-to-Proceed – between 4/15 and 4/29

9. Bid Sheet (Quantities)
   Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering

the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

10. Payment
The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

    a. Date for payment submittal monthly
        i. Process for monthly quantities
        ii. Monthly Progress Meetings
        iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
        iv. Substantial Completion – Project in usable condition for intended purpose
        v. Liquidated Damages
        vi. One year warranty period begins upon substantial complete.

11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

    If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

    All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

    Shane said so far the County has allowed them to open cut the road. Contractor can cross the road. Shane said if the county changes it, he will change the plans. Asphalt to be put back down to City standards. If striping work has to be done, Shane will work this out with Madison County Commissioner. Contractor will put stone and asphalt back and Shane will deal with striping.

12. Subcontractors
    Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

13. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)
    Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

    No special documentation required. This project is all WPC funds.

14. Questions?

The following questions were asked on the base bid:

Q: Will WPC provide the gravel?
A: No, Contractor will provide the gravel.

Q: Are any grassing or erosion required?
A: It will fall back to the specifications. Contractor will put back to current conditions. If it is an already cleared area, it needs to go back to where grass can be put on.

Q: Are there any sections left to clear?
A: Any sections left to clear will be the Contractor's responsibility to clear. The work will be done in the County so Contractor can check with the County on getting a burn permit. Shane said he'd address this in the addendum.

Q: The base bid stands by itself; is there the possibility it will be awarded without the periodic part?
A: Yes. If prices are extremely high on the periodic part, it will not be awarded. Shane said he needs two (2) crews on the periodic bid and another crew and possibly a sewer crew on the trunkline up to November. He said this does not include the seven (7) crews laying all over 2.5 counties.

Q: If the periodic prices are extremely high, it will not be awarded at all?

A: Shane said it will be awarded at a later date and it will have to go out as a separate bid. Shane said his intent in putting this bid out is to get sewer contractors in Huntsville because the road crews does not have the expertise to do the work.

Q: Will Contractor be coring the blanks?
A: WPC will be coring the blanks.

Q: The project is awarding on April 16. Are you expecting four (4) crews within a month after bid?
A: Shane said yes.

Q: Information on bonds?
A: Shane said it would be standard bonds on the base bid and he'd discuss the bonds for the periodic bid later.

Q: Any idea on the estimate?
A: No. Shane said he has not done one.

Q: Is the periodic 1 year renewable or 3?
A: Because it is be attached as an option, it will run for 270 days; in conjunction with the base bid. Approximately two (2) months prior to the project ending, Shane will rebid the periodic so it will be in place to continue on. That periodic would run for one (1) year with the option to renew yearly for two (2) additional years if all parties are in agreement.

Q: Is there a good place to put the construction trailer?
A: Yes, the pump station at the Meadows will be a good place.

Q: Can mobilization be added to the base bid?
A: Yes. An item will be added.

Periodic Project Information

The unit items shown are historically the sewer line laying periodic items. Shane said the quantities are made up numbers. Contractor will submit pricing and say it comes to a $6,000,000.00 bid, he will not hold the Contractor to a $6,000,000.00 bond because that amount of work is not guaranteed. Shane said the State Attorney General says there is no limit to the amount of work inside that , but has asked that the amount be kept to $250,000.00. The bond on the periodic portion will be $1,000,000.00. Shane said this would allow two (2) crews the ability to be onsite each working on a new project up to $250,000.00 while the previous project is in the advertising stage. Shane said the bonding company will have to call Shane for him to explain this. Shane said if he goes over the amount bid, he would have to bid the project.

Q: Will credit be issued back on the pipe?
A: Yes. If WPC supplies the pipe, Shane will subtract the price he pays from the line item and will pay the Contractor the delta.

Q: Will price increases be allowed on the periodic?
A: In the past fuel and material price increases have been allowed with documentation of the price increase. Mary said that Engineering has not been allowed to increase prices on Engineering's periodic bids. Shane said he would clarify this and address it in the addendum.

Q: Are Contractors to submit two (2) separate bid packages or just one (1) bid package?
A: One (1) bid package.

Q: What if Contractor decides not to bid the periodic portion? Will that be an acceptable bid?
A: Shane said that is the decision he will make at that time. The bid was not put out with the intention of only bidding the base bid portion. He said he anticipated getting an acceptable base bid and then get outrageous prices on the periodic portion and if that happens, he will have to rebid it.

Q: Question was asked if he meant rebid Big Cove or jus the Periodic portion.
A: Periodic portion only.

Q: Two (2) crews will be on the periodic, possibly more?
A: Yes. The known work would easily allow two (2) crews.

Q: Will there be other projects similar to the basin project be bid throughout the year?
A: Shane said this is according to what his periodic contractor is capable of doing.

Q: Does the periodic work usually consist of expansion or replacement?
A: Expansion.

Q: It is all new work?
A: Yes.

Q: Is a stormwater permit required?
A: This work is being done in the County. Any permits required will be the Contractor's responsibility.

Q: Are the easements/right-of-way consistent?
A: Yes. All work is in the easement and they are consistent.

Q: Does the periodic run out of money or time?
A: Shane said no, but it is just because WPC has not utilized the periodic bids.

Q: If the low bidder on the base bid has high option prices, will the periodic be rebid as a 3-year periodic?
A: Yes.

Q: The compaction on base bid; is it monitored?
A: It will be monitored in the roadway.

Q: Who will be doing the inspection?
A: Garver will have an inspector onsite. Shane said he is mainly concerned with the elevation. Testing will be done with WPC guys watching.

Q: Will there be a staging location for the periodic items?
A: Shane said he would come up with a location.

Q: Will any emergency work be performed on the periodic?
A: It is possible, but there is no criteria on this contract that says the Contractor has to answer the phone 24/7.

Q: Is the periodic work restricted to city limits?
A: No. Most of this work is being done in the County.

All questions will be answered and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Friday, March 18, 2022, until 5:00 p.m.** via email to: mary.ridgeway@huntsvilleal.gov

Response to contractor questions will be **Tuesday, March 22, 2022, until 5:00 p.m.**

Bids open: Thursday, March 24, 2022, at 2:00 p.m. in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

If bid is mailed, please address it to: City Engineering, 320 Fountain Circle, Huntsville, AL 35801. Bid **MUST** be received prior to the bid opening date and time.

The pre-bid notes and all addenda shall become a part of the contract documents.

The meeting was adjourned.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

BIG COVE BASIN SEWER EXTENSION

Project No. 71-22-SS02
March 22, 2022

Addendum #2

Attachment "A" is amended as follows:
Replace bid quantities with "replacement", Attachment "A1". Please use the revised attachment to submit bid pricing; all bids must be submitted using Attachment "A1". Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- **Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.**

QUANTITY REVISIONS:

Add

22	**Mobilization (4% of Base Bid)**	**1**	**LS**

RESPONSE TO CONTRACTOR QUESTIONS:

Q: I'm trying to determine the flow of the line we will be tying into and exactly where that location will be.
A: There will not be any bypass pumping of existing sewer.

Q: Does the Periodic scope of work have to be bid in order to bid the base sewer line extension?
A: Yes.

Q: Will a complete set of As-Builts (.dwg file or PDF) be required by the Contractor?
A: Yes.

Q: Is all Testing of the new facility the responsibility of the Owner (including all manholes and pipe)?
A: The contractor will test just like any other sanitary sewer job. City inspectors will be onsite with contractor during testing. Please see testing requirements in City of Huntsville Sanitary Sewer Manual.

Q: Is the owner supplying all manhole castings, vents, and bolts?
A: Yes.

Q: Are Stream Crossing's incidental to the corresponding pipe items?
A: Yes.

Q: Is the owner furnishing all pipe to manhole connectors (A-loks or Boots)?
A: Yes, Boots.

Q: Per Detail SD-11 on Sheet C-005, a minimum one 1 whole new PVC pipe will be used to join existing lines to the New manholes using a Flexible Coupling. Can you confirm that this material including the coupling will be supplied?
A: All of the proposed lines are connecting to "new" lines and will be connected with standard boots and consistent pipe materials with the tangent in question.

Q: Do the manholes provided by the owner include steps? Or will step material be provided to be installed by the contractor?
A: Typically yes standard manholes come with steps. If steps are not already factory installed in the manhole, then no steps will be required.

Q: Per Detail SD-15A Steel encasement shall be used in roadways where specified, none is specified in plan view or profile. Can you confirm that steel encasement will not be required under roadways? If to be required, will this be provided?
A: It will not be required.

Q: If steel encasement is to be required under roadways, will spacers for the carrier pipe be provided?
A: Yes.

Q: Addendum 1 did NOT add a Mobilization Item per the Q & A. Will a mobilization bid item be added? If so, what is the constraint on this item as far as % of bid?
A: Base bid will allow a mobilization unit item that is capped at 4% of the base bid. Mobilization of the periodic is set forth in period items and is based on a percentage of a specific periodic job.

CLARIFICATIONS:

- Item No. 2 in the pre-bid minutes was misstated as "tons", it should have read as follows: "Shane said right now he is pumping, with a truck 3,000-5,000 homes, and when the line gets completed it will probably be 6,000-8,000 homes."

- Areas left to clear are:

  18" segment: Station 6+00 to 22+50, 41+50 to 48+00, 53+00 to 65+32. Smith Engineering Plans 0+00 to 9+00.

  12" segment: 0+00 to 11+50

  10" segment: none

- The periodic bid is only valid through the 270 day contract period and therefore no price increases will be allowed.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A1

END OF ADDENDUM #2

	ATTACHMENT "A1"					3/22/2022
	City of Huntsville					
	Big Cove Basin Sewer Extension					
	Project No. 71-22-SS02					
	BASE BID					
ITEM NO.	DESCRIPTION	NOTES	BID QTY	BID UNIT	BID UNIT PRICE	TOTAL AMOUNT
	SANITARY SEWER FACILITIES					
	New sewer pipe installed per linear foot in place with deductions for manholes and includes compensation for erosion control, disposal of excess materials off-site, trenching, Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the unit cost. WPC will furnish materials such as pipe, manholes, etc					
	New Pre-cast Manhole Units, 48" inside diameter, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1	48" inside diameter, 12' - 15' depth		1	EA		$0.00
2	48" inside diameter, 15' - 18' depth		9	EA		$0.00
3	48" inside diameter, 18' - 22' depth		11	EA		$0.00
4	48" inside diameter, 22' - 26' depth		8	EA		$0.00
5	48" inside diameter, 26' - 30' depth		3	EA		$0.00
	New Class 350 Ductile Iron Pipe					
6	10" Pipe, 15' - 18' depth		920	LF		$0.00
7	10" Pipe, 18' - 22' depth		909	LF		$0.00
8	12" Pipe, 12' - 15' depth		187	LF		$0.00
9	12" Pipe, 15' - 18' depth		1,483	LF		$0.00
10	12" Pipe, 18' - 22' depth		1,480	LF		$0.00
11	12" Pipe, 22' - 26' depth		137	LF		$0.00
12	18" Pipe, 12' - 15' depth		47	LF		$0.00

13	18" Pipe, 15' - 18' depth		720	LF		$0.00
14	18" Pipe, 18' - 22' depth		4,466	LF		$0.00
15	18" Pipe, 22' - 26' depth		1,150	LF		$0.00
16	18" Pipe, 26' - 30' depth		787	LF		$0.00
17	New Pipe Connection to Existing Manhole, including laterals		6	EA		$0.00
18	Form and pour concrete manhole invert		32	EA		$0.00
	LANDSCAPE CONSTRUCTION					
19	Reseeding and Fertilize		40,000	SY		$0.00
	MISCELLANEOUS - Replacement to be made in-kind *Items to be reset shall be installed to match the original conditions or better*					
20	Roadway Crossing by means of open cutting to include the removal and replacement of Asphalt Paving (includes disposal of soils). Price to reflect all materials used to complete crossing (stone, steel plates, etc)		5	EA		$0.00
21	Solid Rock Trench Excavation to include blasting if necessary.		10,000	CY in-place		$0.00
22	Mobilization (4% of base bid)		1	LS		0
	TOTAL BASE BID PRICE					$0.00
	Option No. 1 (Periodic Bid for Sanitary Sewer Projects-2022)					
1-1	Project Mobilization A (will be paid on projects that have a cost greater than $5,000.00)		1	EA		$0.00
1-2	Project Mobilization B (will be paid on projects that have a cost greater than $5,000.00, but less than $10,000.00)		10	EA		$0.00
1-3	Project Mobilization C (will be paid on projects that have a cost greater than $10,000.00, but less than $25,000.00)		20	EA		$0.00
1-4	Project Mobilization D (will be paid on projects that have a cost greater than $25,000.00 but less than $50,000.00)		30	EA		$0.00
1-5	Project Mobilization E (will be paid on projects that have a cost greater than $50,000 but less than $75,000)		2	EA		$0.00
1-6	Project Mobilization F(will be paid on projects that have a cost greater than $75,000 but less than $100,000)		8	EA		$0.00

1-7	Project Mobilization G (will be paid on projects that have a cost greater than $100,000 but less than $250,000)		4	EA		$0.00
	SANITARY SEWER FACILITIES					
	New sewer pipe installed in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the unit cost. WPC reserves the right to use City of Huntsville furnished materials when time is of the essence. The published rate at which WPC procures mainline and manhole materials will be deducted from the line item.					
	New Pre-cast Manhole Units, 48" inside diameter, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1-8	48" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
1-9	48" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
1-10	48" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
1-11	48" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
1-12	48" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
1-13	48" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00

1-14	48" inside diameter, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	40	EA		$0.00
	Pre-cast Manhole Units, 60" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1-15	60" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-16	60" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-17	60" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-18	60" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-19	60" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-20	60" inside diameter, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
	Pre-cast Manhole Units, 72" inside diameter, price per foot, to include up to 12" adjustable risers, testing, and all other appurtenances for a complete structure					
1-21	72" inside diameter, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-22	72" inside diameter, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00

1-23	72" inside diameter, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-24	72" inside diameter, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
1-25	72" inside diameter, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3 and Appendix B, C	10	EA		$0.00
	4' Diameter Sanitary Sewer Manhole Drop Connection					
1-26	Drop Connection, 8" - 10" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	40	LF of drop		$0.00
1-27	Drop Connection, 12" drop pipe diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	20	LF of drop		$0.00
1-28	Air Relief Manhole, Air Relief Valve, and Vent Piping	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix B, C	10	EA		$0.00
1-29	Shallow Creek Crossing - Concrete encasement with control joint	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	100	LF		$0.00
	SANITARY SEWER					
	New sewer pipe installed per linear foot in place with deductions for manholes and includes compensation for furnishing pipe and disposal of excess materials off-site, trenching (excluding rock excavation), Class I bedding material, laying, jointing, temporary trench shoring, sheeting and bracing, initial backfill of Class I material over top of pipe, and all other appurtenances. Testing of sewer line and necessary utility relocation shall also be included in the LF unit cost.					
	New SDR26 Polyvinyl Chloride Pipe					
1-30	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF		$0.00

1-31	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF		$0.00
1-32	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF		$0.00
1-33	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-34	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-35	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,000	LF		$0.00

1-36	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF		$0.00
1-37	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	2,800	LF		$0.00
1-38	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-39	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
	New Class 350 Ductile Iron Pipe					
1-40	8" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-41	8" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-42	8" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-43	8" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-44	8" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-45	8" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00

1-46	8" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-47	10" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-48	10" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-49	10" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-50	10" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-51	10" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-52	10" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00

1-53	10" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-54	12" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-55	12" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-56	12" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-57	12" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-58	12" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-59	12" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-60	12" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-61	16" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-62	16" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00

1-63	16" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-64	16" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-65	16" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-66	16" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-67	16" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-68	18" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-69	18" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-70	18" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-71	18" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-72	18" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00

1-73	18" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-74	18" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-75	24" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-76	24" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-77	24" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-78	24" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-79	24" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-80	24" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-81	24" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-82	36" Pipe, 0' - 6' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00

1-83	36" Pipe, 6' - 8' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-84	36" Pipe, 8' - 10' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-85	36" Pipe, 10' - 12' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	800	LF		$0.00
1-86	36" Pipe, 12' - 15' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-87	36" Pipe, 15' - 18' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-88	36" Pipe, 18' - 22' depth	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	400	LF		$0.00
1-89	Granular roadway crossing backfill material, ALDOT #78 crushed stone	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	500	CY		$0.00
1-90	4" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	1,000	LF		$0.00
1-91	4" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	LF		$0.00
1-92	6" PVC Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	400	LF		$0.00

1-93	6" DIP Lateral	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	200	LF		$0.00
1-94	New Pipe Connection to Existing Manhole, including laterals	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 3, 4 and Appendix B, C	20	EA		$0.00
	ROCK BLASTING					
	Prices include seismograph monitoring, #78 stone backfill for blast holes, and mobilization					
1-95	Trench blasting (assuming 4 FT width and up to 12 FT depth)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	750	LF		$0.00
1-96	Test Drilling	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2,000	LF		$0.00
	CLEARING AND GRUBBING					
	All prices include removal and disposal of materials.					
1-97	Light, includes removal and disposal of brush and trees up to 4" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE		$0.00
1-98	Medium, includes removal and disposal of brush and trees 4" - 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE		$0.00
1-99	Heavy, includes removal and disposal of brush and trees larger than 8" in diameter	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	2	ACRE		$0.00
1-100	30" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	200	LF		$0.00
1-101	36" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF		$0.00
1-102	42" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF		$0.00

1-103	48" Class 3 Reinforced Concrete Pipe	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 527 and 849	100	LF		$0.00
	TRAFFIC CONTROL					
1-104	Light Traffic (Residential Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA		$0.00
1-105	Medium Traffic (Residential Collector Streets)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA		$0.00
1-106	Heavy Traffic (Major Streets, Highways)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	4	EA		$0.00
1-107	Drums	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	10	EA		$0.00
1-108	Type I Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA		$0.00
1-109	Type II Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA		$0.00
1-110	Type III Barricades	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	25	EA		$0.00
1-111	28" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA		$0.00
1-112	36" Cones	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	50	EA		$0.00
1-113	Arrow Panels	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA		$0.00
1-114	Road Signs to include posts installed	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	30	SF		$0.00

1-115	Flagman	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	HR		$0.00
1-116	Orange Construction Facing	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	100	LF		$0.00
1-117	Type A Hazard Marker Installation, Complete-in-Place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 40	5	EA		$0.00
	LANDSCAPE CONSTRUCTION					
1-118	Topsoil, 4" thick	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 649	1,000	SY		$0.00
1-119	Mulching, Class A, Type I	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 657	1,000	SY		$0.00
1-120	Reseeding and Fertilize	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 651 and 653	1,000	SY		$0.00
1-121	Fescue Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY		$0.00
1-122	Tifton Bermuda Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY		$0.00
1-123	Emerald Zoysia Sod, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 655	400	SY		$0.00
1-124	Hydro seeding and Mulching	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	10	ACRE		$0.00
1-125	Hauling and Placement of Borrow Material (In-Place)	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF		$0.00
1-126	Removal and Haul-off of Unclassified Borrow &Waste Material	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 659	100	CF		$0.00
	MISCELLANEOUS - Replacement to be made in-kind					

	Items to be reset shall be installed to match the original conditions or better					
1-127	Mailboxes (remove and reset)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Appendix C	10	EA		$0.00
1-128	Removal and Replacement of Standard Driveway Aprons, to include 6" thick with 6x6 wire mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 103	200	SY		$0.00
1-129	Removal and Replacement of Asphalt Paving, per sq. yd./in of thickness (includes disposal of soils)	City of Huntsville Design and Acceptance Manual for Sanitary Sewers, Sec. 4 and Appendix B, C	200	SY		$0.00
1-130	Removal and Replacement of Concrete Sidewalk (includes disposal of soils)	City of Huntsville Std. Spec for Construction of Public Imp.,(Sec. 103	200	SY		$0.00
1-131	Removal and Replacement of 24" Curb and Gutter (parking lots)	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF		$0.00
1-132	Removal and Replacement of 6' Wooden Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF		$0.00
1-133	Removal and Replacement of 6' Composite Privacy Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF		$0.00
1-134	Removal and Replacement of 4' Chain Link Fence	City of Huntsville Std. Spec for Construction of Public Imp., (Sec. 625)	200	LF		$0.00
1-135	Dense Graded Base Material, Type B, 100% compaction. Bid to include excavation, placement and compaction.	City of Huntsville Std. Spec. for Construction of Public Imp., (Sec. 205)	200	CY in-place		$0.00
1-136	Bituminous Binder Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON		$0.00
1-137	Bituminous Wearing Layer, in-place	Section 424 of the Standard Specs for Highway Construction, ALDOT	40	TON		$0.00

1-138	Solid Rock Trench Excavation	City of Huntsville Design and Acceptance Manual for Sanitary Sewers Appendix C	500	CY in-place		$0.00
1-139	Graded Limestone Rock #57 Crushed Stone for miscellaneous use for stabilization of roadways, driveways, etc. or as directed by Owner.	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 801	20	TON		$0.00
1-140	Concrete Slab on Grade, in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 617 and 837	10	CY		$0.00
1-141	10 Gauge Reinforcing Wire Mesh	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 837	200	SY		$0.00
1-142	Steel Plating for Temporary Roadway Crossings (Contractor Retained)		680	SQ FT		$0.00
	EROSION CONTROL					
1-143	Silt Fence, Type A Installation	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	5,000	LF		$0.00
1-144	Hay Bale Check Dam, Complete-in-place	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 671	100	EA		$0.00
1-145	Class I Rip Rap	City of Huntsville Std. Spec for Construction of Public Imp., Sec. 605	200	TN		$0.00
1-146	Form and pour concrete manhole invert		25	EA		$0.00
	Contract Mobilization, (3% of the total cost of the work order adjusted for final quantities), INCLUDES project mobilization item	NOTE #29	NA	NA		

TOTAL Option No. 1	$0.00

Company_____
Signature_____
Date

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Lambert Contracting, L.L.C., in the amount of SEVENTEEN MILLION TWO HUNDRED SEVENTY THOUSAND SEVEN HUNDRED EIGHTY-THREE AND NO/100 DOLLARS ($17,270,783.00), for Big Cove Basin Sewer Extension, Base Bid and Option #1, Project No. 71-22-SS02, which is being submitted to the City Council of the City of Huntsville for approval on this the 28th day of April, 2022, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

_____

Shane Cook
Director of City Water Pollution Control
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this contract, Lambert Contracting, L.L.C., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Lambert Contracting, L.L.C.
(Company)

BY: _____
(Authorized Representative)

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0333

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Matheny Goldmon Architecture + Interiors, L.L.C., for Engineering Design Services for the Rocket Development Project Site, Project No. 71-22-SP27.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524009-00000000-

City Cost Amount: $239,400.00

Total Cost: $239,400.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Engineering services contract to provide design services for the Rocket Development Project Site. Design services in a lump sum total contract amount of $239,400.00. Account No. 3080-71-00000-524009-00000000 -

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Matheny Goldmon Architecture + Interiors, L.L.C., in the amount of TWO HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($239,400.00) for Engineering Design Services for Rocket Development Project Site, Project No. 71-22-SP27, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Matheny Goldmon Architecture + Interiors, L.L.C., for Engineering Design Services for Rocket Development Project Site, Project No. 71-22-SP27" consisting of a total of twenty (20) pages plus forty-one (41) additional pages consisting of Attachments 1-16, and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

MATHENY GOLDMON ARCHITECTURE + INTERIORS, L.L.C.

FOR

ENGINEERING DESIGN SERVICES

FOR

ROCKET DEVELOPMENT PROJECT SITE

Project ID Number 71-22-SP27
April 28, 2022

President of the City Council of the City of Huntsville, AL
Date: April 28, 2022

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
MATHENY GOLDMON ARCHITECTURE + INTERIORS, L.L.C.
FOR
ENGINEERING DESIGN SERVICES
FOR
ROCKET DEVELOPMENT PROJECT SITE
Project ID Number 71-22-SP27

THIS AGREEMENT made as of the 28th day of April in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and MATHENY GOLDMON ARCHITECTURE + INTERIORS, L.L.C., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional engineering services for design of Rocket Development Project Site, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional engineering services for design of Rocket Development Project Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER

3.1 The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.

3.2 The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.

3.3 The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.

3.4 The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.

3.5 The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.

3.6 The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.

3.7 The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.

3.8 The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.

3.9 The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

3.10 The ENGINEER shall promptly review and approve, or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.

3.11 The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.

3.12 The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

3.13 The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.

3.14 The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

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 April 29, 2022.

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

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

schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF TWO HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($239,400.00) 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	$239,400.00
TOTAL CONTRACT AMOUNT:	**$239,400.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum"

in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

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

8.2 TIME FOR PAYMENT

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

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

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

8.4 REIMBURSABLE EXPENSES

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

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

services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

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

8.5 W-9 TAXPAYER FORM

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

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

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

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

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

9.3 PEER REVIEW

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

9.4 CLARIFICATION OF WORK

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

9.5 CHANGES

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

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

9.6 ENGINEER'S RECORDS

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

9.7 SEAL ON DOCUMENTS

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

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

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

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

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

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

9.10 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to

the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

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

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

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

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized

before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

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

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

B. Professional Liability:

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

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

C. Automobile Liability:

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

D. Workers' Compensation:

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

E. Employers Liability:

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

10.4 OTHER INSURANCE PROVISIONS:

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

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

A. All Coverage:

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

10.5 ACCEPTABILITY OF INSURERS:

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

10.6 VERIFICATION OF COVERAGE:

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

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

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

10.8 HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

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

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual

property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

B. Other Than Professional Liability:

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

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

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

11.2 INTENT AND INTERPRETATION

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

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

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

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

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

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

11.3 TIME IS OF THE ESSENCE

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

11.4 SUCCESSORS AND ASSIGNS

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

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

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

11.7 SUBCONTRACT REQUIREMENTS

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

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

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

11.11 WAIVER

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

11.12 SEVERABILITY

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

11.13 ETHICS

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

11.14 ENTIRE AGREEMENT

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

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

ENGINEER:
MATHENY GOLDMON ARCHITECTURE + INTERIORS, L.L.C.

BY: _____
H. Paul Matheny

TITLE: Principal

ATTEST: _____

Given under my hand this_____day

Of _____, 2022.

_____
Notary Public

My commission expires_____

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this_____day

Of _____, 2022.

_____
Notary Public

My commission expires_____

ATTACHMENT 1-SCOPE OF SERVICES

(Refer to letter dated January 25, 2022, from H. Paul Matheny to Shane Davis and attachments).

Matheny Goldmon

PROPOSAL FOR ARCHITECTURAL SERVICES

This Binding Agreement made as of January 25, 2022, between the Architect's client identified as the Owner:

the Owner:	City of Huntsville, Alabama 308 Fountain Circle Huntsville, Alabama 35801
and the Architect:	Matheny Goldmon Architecture + Interiors, LLC (MGA+I) 108 Woodson Street NW Huntsville, Alabama 35801
for the following Project:	Project Management & Coordination Services for the Coca-Cola Site Redevelopment Project in Huntsville, Alabama 35801
The Owner's Representative(s) shall be:	Mr. Shane Davis, P.E.
The Architect's Representative(s) shall be:	Mr. H. Paul Matheny, AIA

Project Description: Matheny Goldmon Architecture + Interiors, along with its consultants, Croy Engineering and SSOE Group, will provide Design Services relative to the construction of a new north south roadway connecting Clinton Avenue and Holmes Avenue, and east-west roadway originating at the east bank of Pinhook Creek extending to Monroe Street, improvements along the eastern bank of Pinhook Creek between Clinton and Holmes, and Streetscaping improvements to be provided by the City of Huntsville per a Development Agreement between the City of Huntsville and Rocket Development Partners for the property formerly occupied by Coca Cola in downtown Huntsville. The property is currently under Design to become a Mixed-Use / Multifamily Development.

Scope of Services: The scope of work to be performed by Matheny Goldmon Architecture + Interiors and/or its Consultants shall include: Project Administration and Coordination of the City of Huntsville's work with work to be performed by the Developer, Rocket Development, Civil Engineering, Electrical and Lighting Design, Landscape Architecture. Refer to Proposal for Professional Services from Croy Engineering and SSOE Group (attached to this document) for more specific lists of services, deliverables, and exclusions.

This Scope does not include any improvements to be made in the Pinhook Creek Floodplain and the western property line of the proposed development site or at the top of the eastern bank of Pinhook Creek.

This Scope assumes the availability of all previous land surveying, of any sort, including that performed by Goodwyn-Mills-Cawood, and will be provided to MGA+I, Croy Engineering and SSOE Group as a basis for Design in digital AutoCAD drawings formatted and ready for use.

Project Fees: MGA+I, along with its Consultants, Croy Engineering and SSOE Group, agrees to provide the Services described above for a Fee of $239,400.00 (Two Hundred Thirty-Nine Thousand Four Hundred Dollars and Zero Cents) and broken down as follows:

Matheny Goldmon Architecture + Interiors:	$35,000.00
Croy Engineering:	$175,000.00
SSOE Group	$29,400.00
	$239,400.00

MGA+I, Croy Engineering, and SSOE Group shall adjust their fees proportionately based on the actual or final Scope of Services. This will be reviewed and revised during each Phase of the project. Billing shall occur monthly based on progress in each Phase listed as a percentage of the total Project Fee.:

Schematic Design:	20%
Design Development:	15%
Construction Documents:	45%
Bidding/Negotiating:	5%
Construction Administration:	15%
	100%

The Owner or their Representative(s) reserve the right to halt services associated with the above referenced Project at their discretion. However, the Owner will be responsible for payment of services billed or unbilled that have been completed to that date. MGA+I reserve the right to halt services associated with the above-referenced Project for any unpaid invoices beyond 30 (thirty) days. Such delay shall also adjust delivery dates and schedules.

Compensation for Additional Services (Hourly Rates) and Reimbursable Expenses: For services extending beyond the listed Scopes described in this document and for reimbursement of project-related expenses, compensation shall be set forth in the manner addressed in Attachment A: Hourly Rates and Reimbursable Expenses.

Authorization to Proceed: Please sign this Binding Agreement as acceptance of the terms herein and return to us for approval to proceed. This Agreement, although binding, may ultimately be replaced with an AIA Contract (or a mutually acceptable contract), which can more thoroughly define the agreement terms between the Owner and Interior Designer. If required, the AIA Contract will be prepared on the terms agreed to in this document and will be presented to the Owner for execution.

The Owner herein, both individually and as its Authorized Representative, guarantees full performance under this Agreement, including, but not limited to, the payment of cost, attorney's fees for enforcement, or collection under this Agreement.

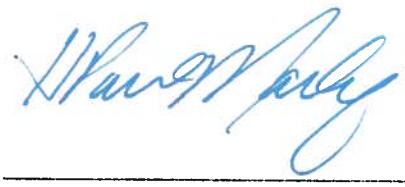
Accepted and Approved by:

Owner:

Shane Davis, P.E.
Director of Urban and Economic Development

Dated

Architect:



H. Paul Matheny, AIA
Principal

January 25, 2022
Dated

Attachments:
Attachment A: Hourly Rates and Reimbursable Expenses
Attachment B: Croy Engineering - Proposal for Professional Services dated October 8, 2021 (9 pages total)
Attachment C: SSOE Group - Proposal for Electrical and Lighting Design Services dated January 24, 2022 (6 pages total)

ATTACHMENT B

CROY

October 8, 2021

Mr. Paul Matheny
Matheny Goldmon
108 Woodson Street
Huntsville, AL 35801

Re: Proposal for Professional Services
Coca-Cola Site Redevelopment
Huntsville, AL

Dear Mr. Matheny:

Thank you for the opportunity to provide this proposal to provide professional services for the above-referenced project. We propose to provide the following:

1. Design Services for New Roadway
2. Design Services for Streetscaping

Attached is a detailed description of our proposed Scope of Services, Summary of Fees, and Professional Services Agreement. If this proposal is acceptable, please sign the last page of the Professional Services Agreement and return one copy for our records.

Again, we thank you for the opportunity to work with you on this project. Please let me know if you have any questions or if you need any additional information.

Sincerely,

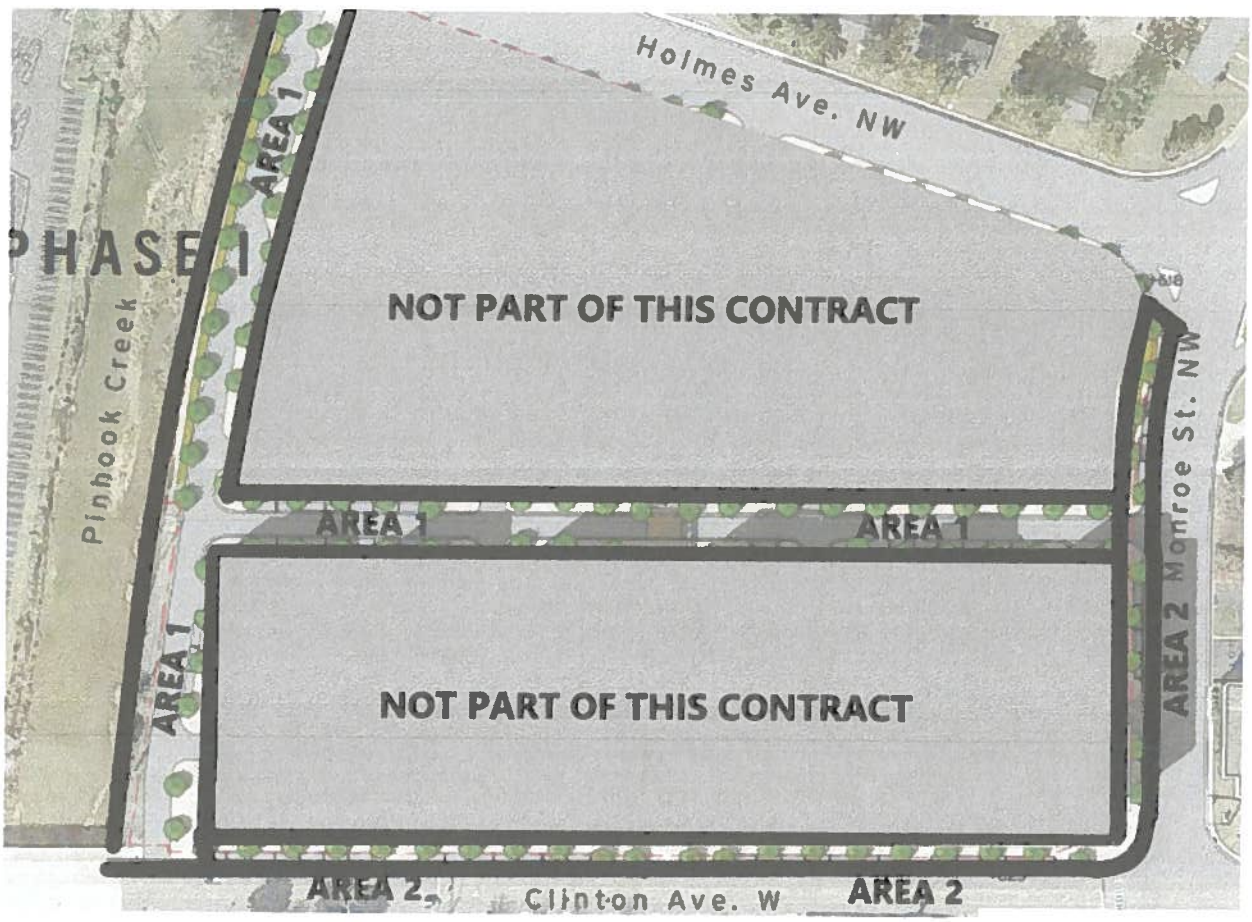
Houston Matthews, P.E.
Croy, *Manager of Engineering Services*

Attachment

Cc: File

Scope of Services

Croy will develop a full civil site design, based upon the presented conceptual layout for the entirety of the site bounded on the west by Pinhook Creek, on the south by Clinton Avenue, on the east by Monroe Street, and on the north by Holmes Avenue. The concept layout as presented to Croy is depicted in Exhibit A below, with specific areas of work highlighted below. The scope of work outlined in blue and magenta below is presumed to be performed under separate contract with Rocket Development and shall consist of the construction of two new multi-use buildings facing Clinton Avenue, with an urban plaza between the two as depicted. It is assumed that this scope of work ends at the outward face of all buildings. It also includes the development of a large surface lot comprising the northern half of the site. No work efforts in either of these two areas are included with the scope of this proposal.



Project Area 1:

This scope of work shall consist of the construction of a new north-south roadway connecting Clinton and Holmes on or near the western project boundary near the east bank of Pinhook Creek. Additionally, this scope will include an east-west roadway originating at the east bank of Pinhook Creek extending to Monroe Street. This internal street network will access the interior portions and rear of the development site and replace the to-be-abandoned Pollard

Street. Both roadways are assumed to be constructed on public rights-of-way to be dedicated to the City of Huntsville.

Additionally, it is assumed that this scope of work will include a pedestrian/bicycle friendly landscape/hardscape element along the east bank of Pinhook Creek adjacent to the western edge of the proposed north-south roadway. The precise scope of proposed improvements to be made in the Pinhook Creek floodplain (outside the scope of this development) is still being refined, but we envision coordination of our design with the proposed improvements. The scope of our efforts would cease at the western property line of the proposed development site, or at the top of the eastern bank of Pinhook Creek. Our work effort excludes any work within the channel of Pinhook Creek below the top of the eastern bank.
Project deliverables for this effort would include the following:

A design plan set to City of Huntsville Standards, consisting of the following sheets:

- Cover Sheet
- Index of sheets
- Demolition Plan
- Typical sections
- General Notes
- Plan and profile sheets
- Cross-section sheets
- Grading and drainage plan
- Signing and striping plan
- Drainage profiles for new culverts or extensions
- Landscape/Hardscape Plan
- Irrigation Plan
- Horticultural soils plan
- Sediment and erosion control plan
- Construction details
- Drainage Analysis and hydrology report
- Project quantities and engineer's opinion of cost
- A traffic signal plan for the proposed intersection of the north-south roadway with Clinton Avenue, to include the following sheets:
- Layout plan (to include all proposed traffic signal equipment (poles, signal displays, controller, detectors, pull boxes, conduit, overhead street name signs, etc.), associated striping and signs, and phasing diagram)
- List of materials and controller cabinet input assignment
- Wiring diagram
- Traffic Signal General Notes and Revision Summary
- Summary of Quantities, Legend
- Special specifications or special provisions for any bid items not included in City of Huntsville Construction Specifications
- Attendance at a 30% review meeting, 60% review meeting, 90% review meeting, pre-bid meeting, bid opening, and certification of bid tabulation

This scope of work specifically excludes the following items:

- Roadway lighting (it is assumed lighting plans will be provided by Huntsville Utilities)
- Land surveying of any sort (it is presumed that the previous survey performed by Goodwyn-Mills-Cawood will be provided to Croy as a basis for our design in a digital AutoCAD dwg format ready for use).
- Geotechnical engineering
- Any legal aspects related to land surveying (development of legal descriptions, production of plats or subdivisions, etc.)
- Construction staking or easement staking
- Environmental permitting or documentation
- Dedication, acquisition and/or abandonment of any easements or rights-of-way
- Structural Engineering (to include all retaining walls greater than 4' in height) or bridge design
- Traffic studies or traffic signal timing plans
- Utility relocation designs
- Construction Engineering and Inspection
- Coordination with Alabama Department of Transportation (ALDOT), Alabama Department of Environmental Management (ADEM), US Army Corps of Engineers (USACE), or Federal Emergency Management Agency (FEMA)
- Contract award and/or administration
- Permitting applications and fees, unless otherwise stated
- Multiple bid packages (it is assumed that all roadway construction noted in this item of work is to be bid as one single package).
- Detailed project specifications
- Site observation during construction

Project Area 2:

This scope of work shall consist of the streetscaping of the northern margin of Clinton Avenue between Pinhook Creek and Monroe Street, then extending northward along the western margin of Monroe Street to Clinton Avenue. It is assumed that this work effort will include all of area from the face of proposed buildings to the existing curb line of each roadway. It assumes that both spaces will be located wholly within public right-of-way or easement.

It is assumed that this scope of work will consist of urban landscaping/hardscaping to include new cuts for parallel parking spaces. The design will mesh with the proposed finished floor elevations and entry points of the adjacent proposed buildings within the private portion of the development. It is assumed that any utility conflicts and easement/right-of-way issues will have been resolved in the scope defined for Project Area 1.
Project deliverables for this effort would include the following:

A design plan set to City of Huntsville Standards, consisting of the following sheets:

- Cover Sheet
- Index of sheets
- Typical sections
- General Notes

- Grading and drainage plan
- Drainage profiles for new culverts or extensions
- Landscape/Hardscape Plan
- Irrigation Plan
- Horticultural soils plan
- Sediment and erosion control plan
- Construction details
- Project quantities and engineer's opinion of cost
- Special specifications or special provisions for any bid items not included in City of Huntsville Construction Specifications
- Attendance at a 30% review meeting, 60% review meeting, 90% review meeting, pre-bid meeting, bid opening, and certification of bid tabulation

This scope of work specifically excludes the following items:

- Roadway lighting (it is assumed lighting plans will be provided by Huntsville Utilities)
- Land surveying of any sort (it is presumed that the previous survey performed by Goodwyn-Mills-Cawood will be provided to Croy as a basis for our design in a digital AutoCAD dwg format ready for use).
- Geotechnical engineering
- Any legal aspects related to land surveying (development of legal descriptions, production of plats or subdivisions, etc.)
- Construction staking or easement staking
- Environmental permitting or documentation
- Dedication, acquisition and/or abandonment of any easements or rights-of-way
- Structural Engineering (to include all retaining walls greater than 4' in height)
- Utility relocation designs
- Construction Engineering and Inspection
- Coordination with Alabama Department of Transportation (ALDOT), Alabama Department of Environmental Management (ADEM), US Army Corps of Engineers (USACE), or Federal Emergency Management Agency (FEMA)
- Contract award and/or administration
- Permitting applications and fees, unless otherwise stated
- Detailed project specifications
- Site observation during construction

Additional Services

The following services are excluded from the Scope of Services and are considered Additional Services:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or the Engineer's Sub-Consultants.
2. Services required as a result of Client's providing incomplete or incorrect project information.
3. Items noted in Scope of Services above.

Fees for Additional Service: The fees for additional services, upon request and authorization to provide by the Owner, will be billed at Croy's standard hourly rates or at a negotiated lump sum amount.

Summary of Fees

Description	Type	Fee
Design Services for New Roadway	Lump Sum	$90,000
Design Services for Streetscaping	Lump Sum	$85,000
	TOTAL FEE	**$175,000**

ATTACHMENT C

SSOE Group
303 Williams Ave. SW
Ste. 1211
Huntsville, AL 35801
256.534.2353 T
256.534.7080 F

www.ssoe.com

January 24, 2022

Paul Matheny, AIA
Matheny Goldmon Architects
108 Woodson Street
Huntsville, Alabama 35801

RE: Coca Cola Site Redevelopment
Streetscape Lighting
Huntsville, Alabama

SSOE Proposal No. P22-00430-00

Dear Paul,

We appreciate the opportunity to provide electrical and lighting design services for the above referenced project. We propose services as identified below.

SCOPE:

Provide lighting and power design streetscape lighting services for the area bounded by back of street curb to the face of buildings for the newly proposed redevelopment of the Coca Cola Site as described below:

Project Area 1 (See Attachment A areas *highlighted yellow*)

- New North-South roadway connecting Clinton Ave. and Holmes on or near the western project boundary near the East bank of the Pinhook Creek
- New East-West roadway origination at the East bank of Pinhook Creek extending to Monroe St. NW

Note: Area 1 likely to include pedestrian/bicycle friendly landscape/hardscape.

Project Area 2 (See Attachment A areas *highlighted green*)

- North side of Clinton Avenue between Pinhook Creek and Monroe St. NW
- West side of Monroe St. NW from Clinton Ave. W to Holmes Ave. NW

Note: It is understood that the South side of Holmes Ave. NW is outside the current scope of work.

BASIS of WORK:

1. Sheet Attachment A indicating "Area in Scope"
2. Zoning ordinance for The City of Huntsville, Alabama (Ordinance No. 99-1020)
3. Production of visual image(s) representation for scheduled luminaire types.
4. Demolition plans for Area 2 (only)
5. Lighting controls and foundation details
6. Plan sheets including diagrammatic wiring routes
7. Plan sheets including up to two (2) Utility service locations (provided by HU)
8. Plan sheets indicating panel distribution
9. Limited Construction Administration
    a. Two (2) intermediate inspections
    b. Two (2) final site lighting verification "

Items excluded from scope of work:

- Digital base site plans and existing utility locations (provided by others)
- Utility relocation designs
- Construction Engineering and Inspections
- Multiple bid packages (it is assumed all roadway and streetscape work to be bid as one single package)
- Detailed project specifications
- Site Observation during construction
- Coordination with Alabama Department of Transportation (ALDOT), Alabama Department of Environmental Management (ADEM), US Army Corps of Engineers (USACE), or Federal Emergency Management Agency (FEMA)

FEE:

We propose to furnish engineering services for a lump sum of Twenty Nine Thousand Four Hundred Dollars ($29,400). Rates do not change in the event that work must be performed on a holiday or during overtime hours. Invoices will be sent monthly and payment is due thirty (30) days after receipt of invoice.

Contract Adopted by Reference

A. AIA Standard Form of Agreement between Architect and Consultant, Document C401, 2007 is adopted and made part of this agreement with the exception of the following.

3.2	*Evaluation of Budget and Cost of Work*
3.2.5.4	*Cooperate in revising the Project Scope and quality as required to reduce cost of the work*
8.2	*Arbitration*

B. Requirements of the contract between Matheny Goldmon, the Owner, any consultants, or current or future tenants do not apply unless specifically referenced in this proposal.

Clarifications

A. This proposal is valid for a period of Ninety (90) days.

B. This proposal assumes that an accurate Survey of the site will be provided to SSOE prior to the start of design work. A complete Civil / Site plan of the existing project site is to be provided that identifies all above / below grade utilities (Storm Water, Sewer, Domestic Water, Power, Tele / Data, Gas, Sewer Invert Elevations, Topography, Property Line, Hydrants, etc.) that travels in, over, or through the project boundary. Identification and relocation of utilities passing through the project site but not a part of the existing Scope of Work is the responsibility of others.

C. Drawings / models from other design disciplines will be furnished in electronic format (AutoCAD DWG or RVT) for our use on the project. Up to two (2) base plan updates are anticipated. Additional base plan updates may be considered an additional service that has not been included in the fee estimate noted above.

D. Drawings and documents furnished for each deliverable listed in project phase description listed under "Deliverables" (above) will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat pdf).

E. Alternates are not included in this Scope of Work and will be negotiated as additional services.

F. Site visits beyond initial site survey will be considered an additional service beyond what has not been included in the fee noted above.

G. All submittal review documents and drawings shall be furnished in electronic / digital format for digital review / approval. Hard copy (paper) documents will not be accepted.

H. If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of SSOE, extension of SSOE's services beyond that time shall be compensated as Additional Services

Additional Services

A. Additional services will be furnished on an hourly basis plus expenses per your request. Please see the attached U.S. Corporate Rate Sheet.

B. These services include but are not limited to:

1. Redesign due to change in Owner's criteria, change in code, "value engineering", or changes by other disciplines or consultants after completion of Construction Documents.
2. Commissioning services: pre-construction, post-construction, during construction, or at year-end.
3. Preparation of record documents or digital as-built drawings.
4. Year-end inspections, warranty period observation, and corrections for warranted work.
5. Procurement of equipment, equipment start-up, testing observations, and reporting.
6. Preparation of additive or deductive design alternates.
7. Review of multiple Submittal packages for processing including "value engineering" submittal review documents and drawings.
8. Incorporating accepted "value engineering" information into contract documents.
9. Correction of contract documents for record "As-Built" drawings.
10. Phased contract documents (multiple-bid packages).
11. Review pay requests.

Scope Change Procedure

A. If during the project a change in scope or services should occur, SSOE will advise Matheny Goldmon of the cost and schedule impact prior to proceeding with that portion of the work. After written approval from Matheny Goldmon, the increase or decrease will be reflected in the total project cost.

Acceptance

A. Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. We will proceed with the project once we have received your authorization in writing.

Please review and signify your acknowledgement by signing on the line provided below and returning a copy to our office. If you have any questions, or if you would like additional information, please contact us at 256-534-2353, or via e-mail at avork@ssoe.com

We appreciate the opportunity to work with you and look forward to the successful completion of the project.

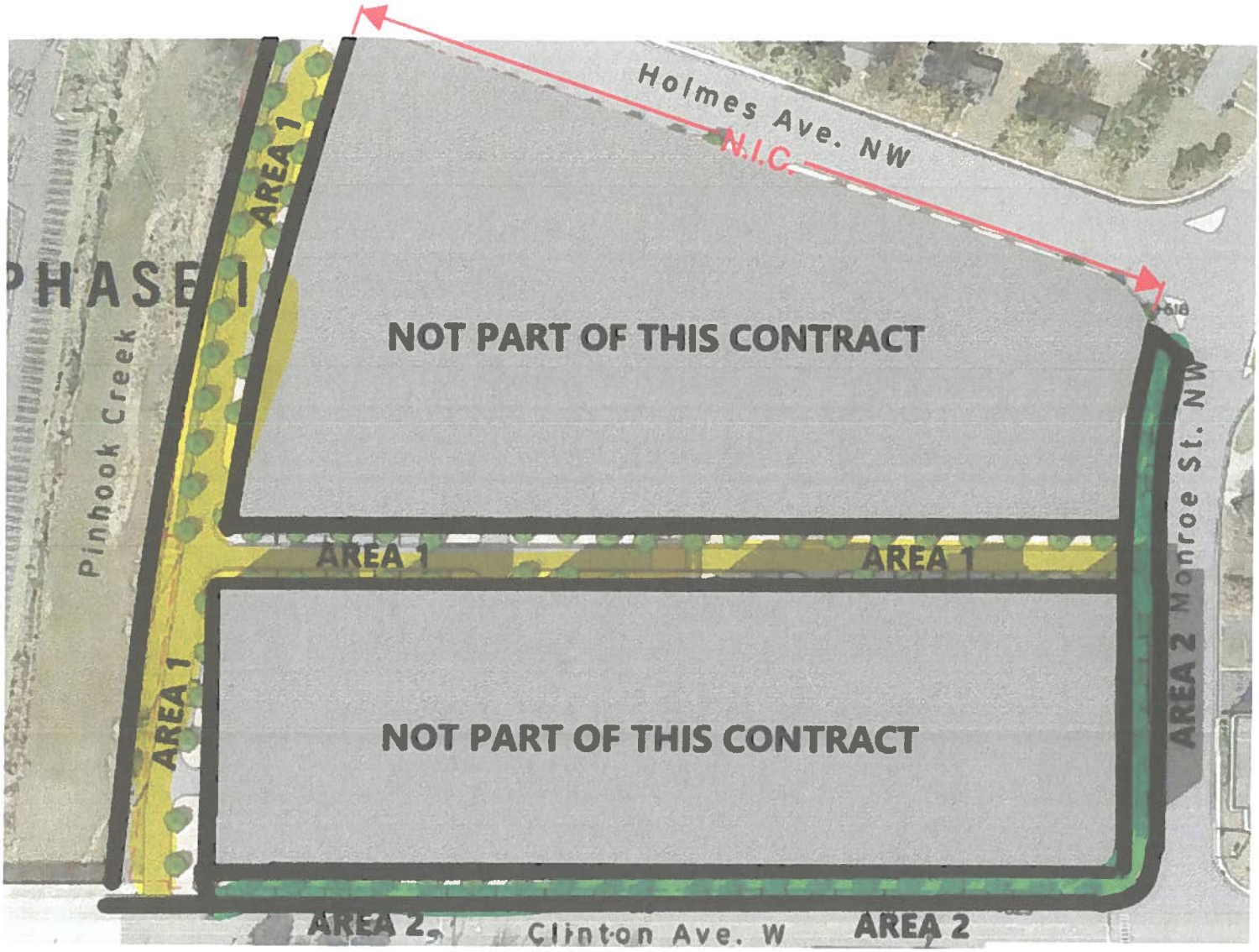
Sincerely,

D. Andrew York, PE, CDT, LEED AP
Department Manager

Attachments: Attachment A – Area of Work
US Corporate Hourly Rates

ACCEPTED BY: _____ DATE: _____

Attachment: A



Coca Cola Site - Redevelopment - Representative Area Map
January 2022
Huntsville, AL.

2022 Corporate Rate Schedule

SSOE Group | U.S. Rates Only

Job Classification / Category	Hourly Billing Rate
Principal / Operations Manager	$ 200.00
Sr. Technology Project Manager / Sr. Technology Engineer 5 & 6 / Project Director / Division Manager / Business Leader	$ 193.00
Department Manager / Sr. Construction Manager / Purchasing Manager	$ 180.00
Sr. Project Manager / Construction Manager / Master Engineer / Master Architect	$ 175.00
Technology Project Manager / Sr. Technology Architect 5 & 6 / Process - Packaging Specialist / Safety Manager / Section Manager / Sr. Medical Planner / Technology Section Manager / Technology Engineer 4	$ 165.00
Sr. Engineer 5 & 6 / Design Technical Specialist / Program Manager / Sr. Construction Coordinator / Sr. Systems Analyst	$ 157.00
Project Manager / Sr. VDC Technical Leader	$ 149.00
Sr. Architect / Project Controls 3 Specialist or Manager / BIM CAD Technical Lead / Construction Coordinator / Environmental Health and Safety Technical Specialist	$ 140.00
Project Engineer 4 / Sr. Designer 5 & 6 / Sr. Detail Designer / VDC Technical Leader / Technology Engineer 3 / Administrative Department Manager / Sr. Programmer / Analyst	$ 135.00
Project Engineer 3 / Project Architect 4 / BIM CAD Technical Specialist / Sr. Interior Designer / Sr. Program Designer / Project VDC & BIM Specialist / Sr. Construction Administration	$ 122.00
Project Controls 2 / Project Controls Coordinator / Project Designer / Assistant Project Manager / Construction Administration	$ 116.00
Project Architect 3 / Project VDC & BIM Coordinator / Medical Planner	$ 108.00
Engineer - Architect 1 & 2 / Designer / Detail Designer / Environmental Health and Safety Specialist / Programmer / Analyst / Sr. Administrative Support	$ 104.00
Project Controls 1 - Specialist / BIM CAD Technical Coordinator / CAD Technical / Program Designer / Interior Designer	$ 84.00
CAD Technician 1 & 2 / CAD Technical Detailer / Project Manager Assistant	$ 75.00
Administrative Support / CAD Technical Intern	$ 65.00

The above hourly billing rates are complete except for the following:

- Specialized or unique expertise beyond traditional services will be quoted relative to the project scope.
- Check-out and start-up services rates are 1.15 times the above hourly rates.
- Travel expenses including meals, transportation, and lodging will be invoiced at cost. Mileage is invoiced at the standard federal allowable rate per mile.
- When applicable, per diem allowances will be quoted on a per project basis.
- Miscellaneous related project and site expenses (telephones, computers, software, shipping, low-volume printing and photo copies, safety consumables, etc.) will be invoiced all inclusive of $3.00 per labor hour; or at cost, plus ten percent (10%).
- Purchased goods and services will be invoiced at cost plus ten percent (10%).
- The above hourly billing rates are valid for services provided through September 30, 2022.

NOTE: **Information regarding rates and billing procedures is CONFIDENTIAL. Please contact SSOE's Accounting Department with questions or comments.**

SSOE

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

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 thè 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.

Matheny Goldmon

HOURLY RATES AND REIMBURSABLE EXPENSES

ATTACHMENT A

The following rates are utilized by both Matheny Goldmon Architecture + Interiors, LLC, and Matheny Goldmon Interiors, LLC, for services provided on an hourly basis:

REGULAR HOURLY RATES

Principal Architect	$250.00/Hour
Principal Interior Designer	$200.00/Hour
Senior Architect/Project Manager	$180.00/Hour
Registered Architect with 15+ Years of Experience	$150.00/Hour
Registered Architect	$135.00/Hour
Registered Interior Designer	$125.00/Hour
Design Professional (Architectural Graduate) with 3+ Years of Experience	$125.00/Hour
Interior Designer with 3+ Years of Experience	$100.00/Hour
Design Professional (Architectural Graduate)	$85.00/Hour
Interior Designer	$75.00/Hour
Senior Draftsman with 8+ Years of Experience	$115.00/Hour
Designer/Draftsman	$75.00/Hour
Media Visualization Service	$125.00/Hour
Construction Administrator	$120.00/Hour
Administrative Staff	$65.00/Hour

UPDATED JUNE 24, 2021

REIMBURSABLE EXPENSES

Matheny Goldmon Architecture + Interiors, LLC, and Matheny Goldmon Interiors, LLC, shall be reimbursed at the rate of cost plus 15% of the total for project-related expenses, including, but not limited to: transportation, reproductions, printing, plots, postage, shipping, application fees, approval of authorities, renderings and models requested by the Owner, consultant's fees, and expense of overtime work requiring higher than regular rates if authorized in advance by the Owner. Professional Services taxes to a state or a jurisdiction where services are to be built or performed are not typically included in our proposals/agreements and shall be identified and billed separately.

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		_____

(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
Croy Engineering 603 Madison Street SE Huntsville, AL 35801	**Professional Services**	$175,000.00
SSOE Group 303 Williams Avenue SW Suite 1211 Huntsville, AL 35801	Electrical and Lighting Design Services	$29,400.00
	TOTAL	$204,400.00

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

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

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

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

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

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

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

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

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

OTHER DOCUMENTS

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

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

All print copies shall be first generation copies.

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

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

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

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

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

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

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

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME:_____
(Utility Name)

PROJECT NAME: _____ **PROJECT NUMBER:**_____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____**PHONE:**_____

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

DO _____ **DO NOT** _____

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

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

NAME OF UTILITY:_____

NAME OF UTILITY:_____

NAME OF UTILITY: _____

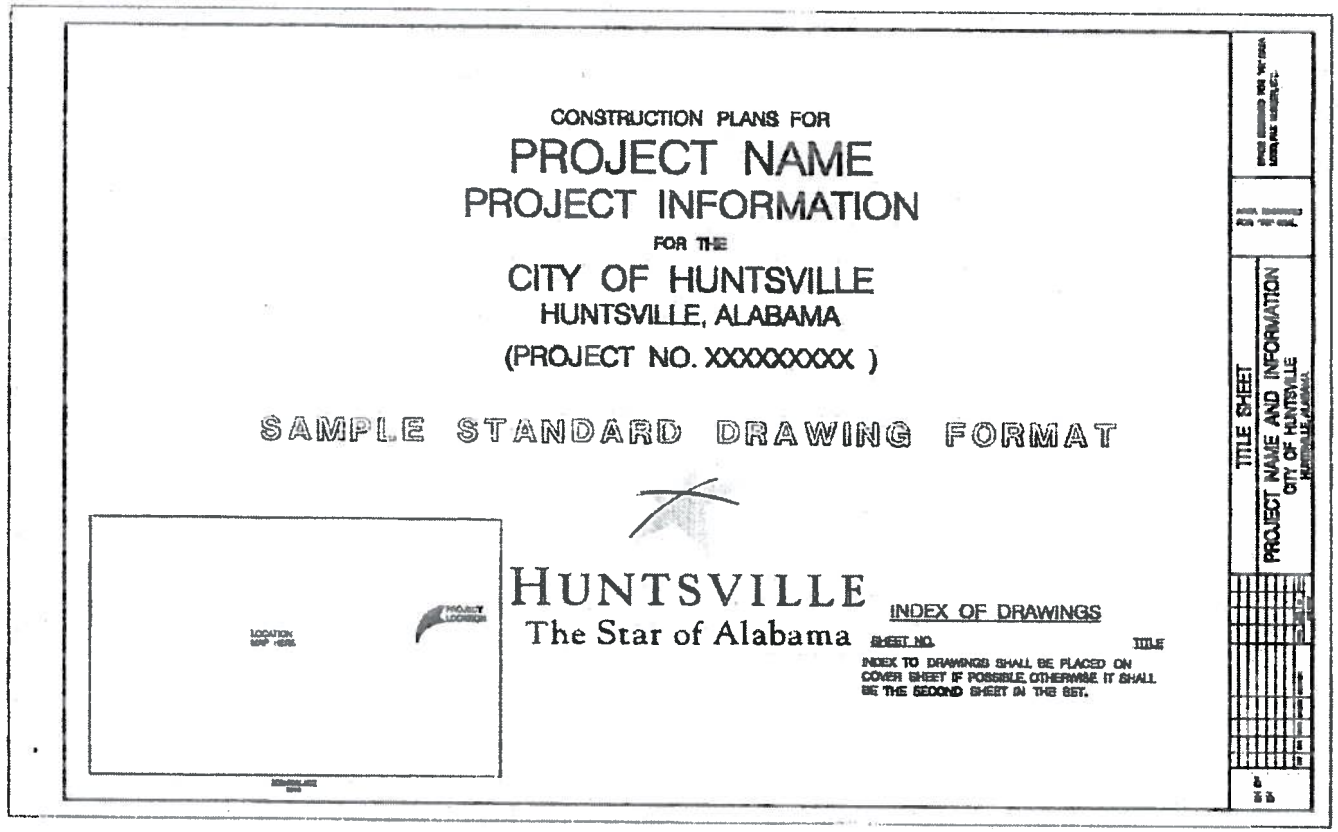
OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

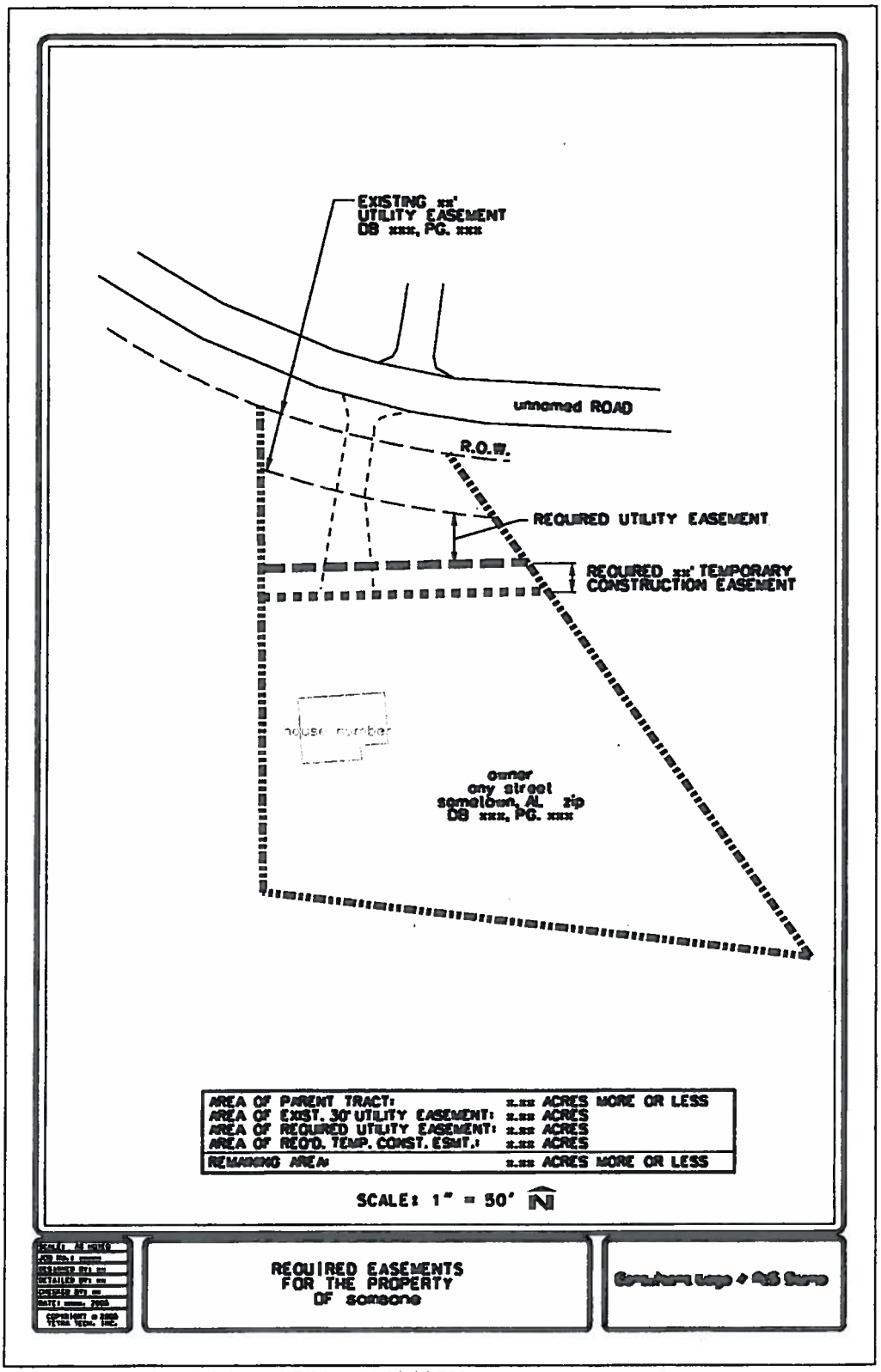
FIELD CONTACT PERSON: _____ **PHONE:** _____
OFFICE CONTACT PERSON: _____ **PHONE:**_____

DATE:_____



ATTACHMENT 11

ATTACHMENT 12
SAMPLE



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

ATTACHMENT 13

United States National Map Accuracy Standards

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

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

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

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

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

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

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

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

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

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

Overall Project Land Acquisition Maps

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

Color Standards *(SAMPLE)*

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

DESCRIPTIONS:

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

GENERAL:

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

ATTACHMENT 15 - GIS BASE MAP

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

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

ATTACHMENT 16 – REQUIRED DELIVERABLES

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

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

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

_____ Engineer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0334

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., for Constellation Phase I, ROW Improvements, Project No. 71-22-SP26.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524009-00000000

City Cost Amount: $809,415.00

Total Cost: $809,415.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

To award contract to low bidder SJ&L to widen Constellation Drive and provide streetscape improvements along Heart of Huntsville Drive for a total contract amount of $809,415.00.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., in the amount of EIGHT HUNDRED NINE THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS ($809,415.00) for Constellation Phase I, ROW Improvements, Project No. 71-22-SP26, 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 "Contract between the City of Huntsville and SJ&L General Contractor, L.L.C., for Constellation Phase I, ROW Improvements, Project No. 71-22-SP26," consisting of a total of one (1) page plus eighty-five (85) additional pages consisting of Attachments A2-O, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

CONTRACT BETWEEN CITY OF HUNTSVILLE
AND
SJ&L GENERAL CONTRACTOR, L.L.C.
FOR
CONSTELLATION PHASE I, ROW IMPROVEMENTS
PROJECT NO. 71-22-SP26

STATE OF ALABAMA}
MADISON COUNTY}

THIS CONTRACT, made and entered into this 28th day of April, 2022, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and SJ&L GENERAL CONTRACTOR, L.L.C., sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as Constellation Phase I, ROW Improvements, Project No. 71-22-SP26, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A2".

BY: _____
Tommy Battle, Mayor

_____
SJ&L General Contractor, L.L.C.

_____
Kenneth Benion
City Clerk Treasurer

ATTEST: _____

_____
John Meredith
City Council President

DATE: April 28, 2022

CONSTELLATION PHASE I ROW IMPROVEMENTS
PROJECT NUMBER 71-22-SP26

CITY OF HUNTSVILLE, ALABAMA

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SUPPLEMENT TO GENERAL REQUIREMENTS

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	ATTACHMENT "A2"				4/20/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	$68,000.00	$68,000.00
2	Engineering Controls	1	LS	$25,000.00	$25,000.00
3	Unclassified Excavation and Haul-off	750	CY	$35.00	$26,250.00
4	Asphalt Pavement Full Depth Removal (15" Depth) and Haul Off	500	SY	$35.00	$17,500.00
5	Concrete Curb & Gutter Removal	1000	LF	$5.00	$5,000.00
6	Storm Inlet Top Removal	5	EA	$400.00	$2,000.00
7	Streetlight Concrete Foundation Removal	11	EA	$650.00	$7,150.00
8	Concrete Sidewalk Removal	450	SY	$10.00	$4,500.00
9	Miscellaneous Crushed Limestone (Engineer Directed)	50	TON	$35.00	$1,750.00
10	Miscellaneous Concrete (Utility Conflicts)	15	CY	$350.00	$5,250.00
11	Reset Sanitary Sewer Manhole Top	2	EA	$750.00	$1,500.00
12	Inlet Protection	7	EA	$150.00	$1,050.00

	ATTACHMENT "A2"				4/20/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
13	Seed & Straw	1	AC	$4,500.00	$4,500.00
14	Hybrid Bermuda Sod	1,000	SY	$10.00	$10,000.00
15	Contractor Furnished Topsoil	300	CY	$20.00	$6,000.00
16	Temp Construction Entrance: Install, Maintain and Remove	1	EA	$5,000.00	$5,000.00
17	15" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill	8	LF	$300.00	$2,400.00
18	Install Concrete Top and throat on Existing S Type Inlet	5	EA	$3,500.00	$17,500.00
19	Curb Inlet Complete in Place	2	EA	$5,500.00	$11,000.00
20	24" Concrete Curb & Gutter	990	LF	$25.00	$24,750.00
21	24" Concrete Mountable Curb & Gutter with Fiber	107	LF	$31.00	$3,317.00
22	6" Concrete Huntsville STD Median Curb	765	LF	$29.00	$22,185.00
23	6" Thick Concrete Pavement WWF Reinforced to Include All Joints	200	SY	$115.00	$23,000.00
24	1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer	800	TON	$135.00	$108,000.00

	ATTACHMENT "A2" CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				4/20/2022
25	405A Tack	500	GAL	$3.50	$1,750.00
26	301A Dense Graded Base. Type B, Plant Mixed 4"Thick	75	TON	$65.00	$4,875.00
27	1.5" Depth Asphalt Milling	8,600	SY	$3.00	$25,800.00
28	6" Concrete Slope Pavement (Island) with Fiber	95	SY	$175.00	$16,625.00
29	4" Concrete Sidewalk with Stone Leveling Layer	650	SY	$75.00	$48,750.00
~~30~~	~~Handicap Ramp to Include DWS and Check Walls~~	~~13~~	~~EA~~	~~$0.00~~	~~$0.00~~
31	24" White Thermo. Stop Bar	108	SF	$10.00	$1,080.00
32	4" Dotted White Thermo. Traffic Stripe	547	LF	$4.00	$2,188.00
33	4" Solid White Thermo. Traffic Stripe	201	LF	$3.00	$603.00
34	6" Solid White Thermo. Traffic Stripe	980	LF	$4.50	$4,410.00
35	4" Solid Yellow Thermo. Traffic Stripe	2,578	LF	$2.50	$6,445.00
36	24" Channelization / Crosswalk Striping	813	SF	$9.00	$7,317.00
37	Turn Arrow Marking Relective Thermo	303	SF	$9.00	$2,727.00
38	"ONLY" Legend Relective Thermo	202	SF	$9.00	$1,818.00

	ATTACHMENT "A2" CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				4/20/2022
39	4" Temporary Striping (Paint)	3,000	LF	$1.50	$4,500.00
40	Traffic Signal Loop System Reinstallation Complete in Place (Heart of Huntsville at Clinton South Approach)	1	LS	$8,500.00	$8,500.00
41	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS	$5,000.00	$5,000.00
42	R1-1 Stop Sign and Post City Traffic Engineering Standards	1	EA	$350.00	$350.00
43	R1-2 "Yield" Sign and Post City Traffic Engineering Standards	2	EA	$400.00	$800.00
44	R4-7 "Keep Right" Sign and Post City Traffic Engineering Standards	4	EA	$375.00	$1,500.00
45	W5-1A "Wrong Way" Sign and Post City Traffic Engineering Standards	2	EA	$400.00	$800.00
46	"No Parking Pickup and Drop Off Only" Sign and Post City Traffic Engineering Standards	1	EA	$300.00	$300.00
47	Landscaping (Complete and In Place)	1	LS	$15,000.00	$15,000.00
48	Irrigation Allowance	1	LS	$30,000.00	$30,000.00

	ATTACHMENT "A2"				4/20/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
49	6" Irrigation Sleeves	65	LF	$25.00	$1,625.00
50	4" HDPE Bore	350	LF	$85.00	$29,750.00
51	24" Diameter Reinforced Concrete Streetlight Foundations, 6' Long	11	EA	$3,500.00	$38,500.00
52	Contractor to Reinstall COH Furnished Streetlights and Poles	11	EA	$2,500.00	$27,500.00
53	2" Non-Metallic Conduit Complete in Place	1,200	LF	$22.00	$26,400.00
54	#2 Triplex 600V UG Cable Complete in Place	1,700	LF	$12.00	$20,400.00
55	12" x 12" Quazite Box Complete in Place	15	EA	$1,000.00	$15,000.00
56	327A Plant Mixed Black Base	300	TON	$110.00	$33,000.00
57	DWS for Handicap Ramp	115	SF	$30.00	$3,450.00
58	6" Wide Concrete Check Walls Varying Height from 6" to 12"	200	LF	$95.00	$19,000.00
59	Geotextile Separation Fabric Tensar BX1200450	150	SY	$7.00	$1,050.00
	TOTAL BASE BID				$809,415.00

	ATTACHMENT "A2"				**4/20/2022**
	CONSTELLATION PHASE I ROW IMPROVEMENTS **Project No. 71-22-SP26**				
	UNIT BID SHEET				
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY SJH Land Contractors, LLC **SIGNATURE** **DATE** 4/20/22				

ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building
320 Fountain Circle
Huntsville, Alabama

PROPOSAL OF SJ&L General Contractor, LLC
(NAME)
2310 Meridian Street # 25 Huntsville AL 35811
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

CONSTELLATION PHASE I ROW IMPROVEMENTS
PROJECT #71-22-SP26

FOR THE CITY OF HUNTSVILLE, ALABAMA.

GENTLEMEN:
The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is MANDATORY that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. 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. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is ninety (90) calendar days.

CONSTELLATION PHASE I ROW IMPROVEMENTS
PROJECT #71-22-SP26

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:
All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding $10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: April 20th, **20** 22.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)
SIGNATURE OF BIDDER N/A

N/A **BY**

ADDRESS OF BIDDER N/A

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

N/A —

— —

OUR CONTRACTOR'S STATE LICENSE NO. IS 38374

(IF A CORPORATION)
SIGNATURE OF BIDDER

BY Jodey Eakes - Vice President

BUSINESS ADDRESS 2317 Meridian Street #25 Huntsville Al 35811

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES	**PRESIDENT**	Lisa Eakes
OF	**VP SECRETARY**	Jodey Eakes
OFFICERS	**TREASURER**	—

MANDATORY ACKNOWLEDGEMENT OF ADDENDA: Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

ATTACHMENT "C"

CONSTELLATION PHASE I ROW IMPROVEMENTS
PROJECT #71-22-SP26

MANDATORY ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

ADDENDUM NO.	DATE RECEIVED/DOWNLOADED FROM WEBSITE (if applicable)
1	4/12/20
2	4/18/20
3	4/19/20

COMPANY SJ&L General Contractor, LLC

SIGNATURE

TITLE Vice President

DATE 4/20/22

ATTACHMENT "D"

CONSTELLATION PHASE I ROW IMPROVEMENTS
PROJECT #71-22-SP26

SUBCONTRACTOR'S LISTING

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **immediately** notify Mary Ridgeway via email at mary.ridgeway@huntsvilleal.gov and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

TASKS TO BE PERFORMED	SUBCONTRACTOR NAME	LICENSE NO.	ADDRESS	ITEM #'S OF WORK TO BE PERFORMED
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete	Whitworth Concrete		Huntsville Al	Concrete
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Creek	11303	Leakesville MS	Striping
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				
Other				

Attachment "E"

Contractor shall provide at least five(5) references including NAME OF PROJECT,Owner Name,address,phone number and contact name that demonstrates contractor's ability on similar projects.

1. Diamond Drive Sidewalk Improvements
   G.W.Jones & Sons Consulting Engineers
   401 Franklin Street
   Huntsville, Alabama
   Mr. Mark Yokely (256)533-3311

2. Mt. Zion Road Improvements ACGBBR7-4500 (205) Madison County
   Alabama Department Of Transportation
   1409 Coliseum Blvd.
   Montgomery, Alabama 36130
   Mr. Royce Lathum (256)746-0787

3. Parkview Medical Center Improvements
   Burkett Construction Company
   P.O. Box 1441
   Huntsville, Alabama 35807
   Mr. Lee Burkett (256) 536-9351

4. Wetland Mitigation-Redstone Arsenal
   Chugach Support Services
   4373 c-1 Digney Road
   Redstone Arsenal, Alabama 35898
   Mr. David Olinburg (256) 882-0038

5. Roadway Improvements
   Mr. Stan Hogan
   698 Hines Street
   Athens, Alabama
   Mr. Stan Hogan-HMCAA (256)679-7152

ATTACHMENT "F"

Pre-bid meeting to be held on Tuesday, April 12, 2022, at 1:00 pm, in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

WANTED: Sealed bids in duplicate for the construction of: Constellation Phase I ROW Improvements, more particularly known as Project No. 71-22-SP26

Description of Project: Widening of Constellation Drive to include grade, drain, base and pave, landscape, irrigation and streetlights. Heart of Huntsville Drive repair to include partial demolition of curbs, sidewalks, and inlets, asphalt mill and overlay, new curbs, sidewalks, inlet tops, streetlights, striping and marking, and traffic signal loop installation.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor in the Conference Room, on the 20th day of April, 2022, until 1:00 p.m. If bid is mailed, the bid should be addressed to City Engineering, 320 Fountain Circle, Huntsville, AL 35801 and must be received prior to the bid opening date and time. Each bid shall be accompanied by an original signed, dated and sealed Bid Bond in the amount of not less than five percent (5%) of the total shown on the schedule of prices, but not exceeding $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. **Addenda**
2. **General Requirements (Instructions to Bidders and Bid Proposal including Attachments)**
3. **Supplement to General Requirements**
4. **Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991**
5. **Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)**
6. **Special Conditions**
7. **Current ALDOT Specifications**

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: http://www.huntsvilleal.gov/government/departments/engineering-department/. Plans and proposals can be downloaded from our website at no cost: www.huntsvilleal.gov/engineeringbids. Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

E-VERIFY – NOTICE

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

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

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

ALABAMA ACT 2016-312

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of SJDL General Contractors (insert name of business) I do hereby certify and represent that this business 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.

Title: Vice President
(Signature of authorized individual) "

Advertise Date: 4/6/22

ATTACHMENT "G"

SAMPLE FORM

REQUEST FOR PAYMENT
CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER:

ESTIMATE NUMBER: _____ PERIOD FROM: _____ TO _____

CONTRACT DURATION _____ DAYS
START DATE: _____ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS

TIME C.O. # 1 _____
TIME C.O. # 2 _____ CONTRACT DAYS REMAINING 0
TIME C.O. # 3 _____

TOTAL CONTRACT AMOUNT (1) AS AWARDED $ - CURRENT $ -

C.O. # 1 $ -
C.O. # 2 $ -
C.O. # 3 $ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): $ -

MATERIAL STORED (INVOICE ATTACHED) $ -

RETAINAGE (5%) OF 50% OF CONTRACT $ -

AMOUNT EARNED AFTER RETAINAGE $ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: -

Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: $ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES $ -

A: % OF TIME ELAPSED: TIME ELASPED TO DATE _____ DAYS =
TOTAL CONTRACT TIME (3) 0 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - = #DIV/0!
TOTAL CONTRACT AMOUNT -

C: PROGRESS OF WORK: B - A: =

CONTRACTORS CERTIFICATE

I, _____ the duly qualified, acting and authorized agent for the contractor _____ on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE _____ DAY OF _____

BY: _____ CONTRACTOR: _____

TITLE: _____

SIGNED: _____ WITNESS: _____
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
KATHY MARTIN, CITY ENGINEER
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: _____
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: _____

ATTACHMENT "H"

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

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ATTACHMENT "I"

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): SJSL General Contractor, LLC
- City of Huntsville current taxpayer identification number (if available): 16644
  (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: AL - 38374
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity ~~please insert~~ your title as well.

Signature: _____ Title (if applicable): Vice President

Type or legibly write name: Jackey Eakes Date: 4/20/22

Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **SJ&L General Contractor LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer SJ&L General Contractor LLC	
Chris Goodwin Name (Please Type or Print)	Title
Electronically Signed Signature	**03/02/2012** Date

Department of Homeland Security – Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**03/02/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**SJ&L General Contractor LLC**
Company Facility Address:	**2317 Meridian St #25**
	Huntsville, AL 35811
Company Alternate Address:	
County or Parish:	**MADISON**
Employer Identification Number:	**680569760**

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North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Chris N Goodwin		
Telephone Number:	(931) 433 -4660	Fax Number:	(931) 438 - 8390
E-mail Address:	sjandl@bellsouth.net		

ATTACHMENT "J"

"In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of _____ ***(insert name of business) I do hereby certify and represent that this business 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.***

Title: Jacky Eakes
(Signature of authorized individual)"

ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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): Jacky Eakes

Title: Vice President

Date of Certification (mm/dd/yyyy): 4/20/22

ATTACHMENT "L"

TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

ATTACHMENT "M"

STANDARDS FOR NURSERY STOCK

1. EXCEPT BY SPECIFIC AUTHORIZATION OF THE CITY, EACH TREE OBTAINED WILL HAVE:

- A tag identifying its species and the nursery that grew it
- A single stem with a full, balanced crown
- Well-formed branches, and no codominant (forked) stems
- Caliper or height as specified
- A root ball of a diameter and height appropriate to the caliper of the tree (according to American Nurserymen's Association standards), and neither broken apart nor separated from the tree's roots.

2. PLANTS MAY BE REFUSED FOR ANY OF THE FOLLOWING REASONS:

POOR VIGOR OR FORM, such as:

- A sparse or chlorotic crown
- Inadequate root development within root ball.
- Abnormally sunken places in the bark, especially below branches.
- Narrow branch angles, especially those with included bark.

DAMAGE, such as:

- Open wounds on the trunk, branches, or roots (including below the soil line)
- Cracks or bark splits surrounded by inrolled callus
- Dead, cracked, broken, or flush-cut major branches
- Separating grafts.

IMPROPER PREPARATION, such as:

- Flush-cut pruning scars, or branch-stubs left at pruning
- Evidence of topping
- Evidence of pruning done in an effort to "shape up" a derelict tree or shrub
- Improperly prepared root ball (see above).

INSECT AND/OR DISEASE PROBLEMS, such as:

- Signs (e.g., eggs) or symptoms (damage) of harmful insects.
- Signs (e.g., vegetative or sporulating bodies growing on trunk, branches, or roots) or symptoms (damage) of pathogens.

3. THE CITY RESERVES THE RIGHT:

- to select trees in the nursery,
- to reject trees or shrubs that do not meet the quality standards listed above
- to refuse trees that have been improperly prepared for transportation or improperly handled prior to delivery, and
- to make changes in species and/or size of nursery stock, as necessitated by availability or unforeseen planting site conditions.

4. ALL SHRUBS AND GROUND-COVER PLANTS must cover the tops of their containers, and all containers must actually have the capacity specified.

GUYING/STAKING:
Stabilize trees with T-posts, left in place for about 1 year. The use of 'Arborties' and 'Arborknots' should benefit the trees, and should probably be continued, barring new information to the contrary.

Unless specific plans are made for inspection of nursery stock in the nursery, the selected providers will choose the trees and shrubs for use in planting projects, so that all chosen plants meet our nursery stock standards, mentioned above.

In general, all balled-and-burlapped nursery stock should have been grown in a soil comparable to what they will be planted in at the construction site - that is, usually a predominantly clay soil, rather than a sandy soil. In general, the supplier should be from an area more northerly than Huntsville, rather than more southerly.

Trees will be inspected by the Engineering Department's construction inspector, using nursery stock standards provided by Forestry/Horticulture. With adequate notice of the time of arrival (generally 1-2 days), Forestry/Horticulture will provide a representative to assist the construction inspector.

During the time between the delivery and the planting of nursery stock, all plants will be protected as follows:

- All balled-and-burlapped plants will be heeled in, using shredded pine bark mulch, wood chips, or a comparable material.
- All plants will be watered regularly, so as to keep the mulching material moist.
- Any trees with thin bark must be protected from sunscald.
- Care must be taken to handle the plants as little as possible, to protect them from damage to trunks, branches, and root balls.

The following applies regardless of seeding method used:

BASIS OF ACCEPTANCE.
The acceptance of designated seeded areas will be based on verification of a satisfactory stand of grass and legumes in the season for each seed specie required by the mix designated for use. All seedbeds areas shall be rock free before seeding. Any settlement that causes rocks to be exposed, all rocks shall be removed before acceptance. There shall be no rocks in seeded areas over ½ inches in diameter. If a satisfactory stand of grass is not established, the area shall be re-seeded without additional cost to the Department. A satisfactory stand is defined as a cover of living plants, after true leaves are formed, of the seed species required by the mix designated for use in which 80% coverage per square foot of the selected turf type has occurred.

Mowing, weeding, edging, when directed, will not be paid for as a separate pay item. Mulch, if required, will be applied and paid for separately under Section 657. Topsoil, if required, will be applied and paid for separately under Section 649, and is to include testing and mixing of additives as required by test results, if required. Water necessary to satisfactorily prepare, and establish an early stand of grass, and maintenance of all seeding shall be classified as a part of the seeding items. The amount of water and when it shall be applied shall be the Contractor's responsibility until acceptance of the project.

CARE DURING CONSTRUCTION .
All work shall be pursued in accordance with contract erosion control requirements. The Contractor shall water, fill washes, and otherwise protect and maintain the seeded areas including any mulch or cover used until the contract is accepted or grassing is accepted. Damage by either pedestrian, vehicular traffic, or other causes shall be repaired by the Contractor. It shall be the responsibility of the Contractor to establish and maintain a satisfactory stand of grass until final acceptance of the project. Mowing of excess growth shall be performed when the height of grass is in
excess of six inches. The vegetation shall be cut to approximately four inches in height. All of the above work shall be performed regardless of seeding method used and without additional compensation.

ATTACHMENT "N"

CITY OF HUNTSVILLE
IRRIGATION SPECIFICATIONS
NON MAXICOM

GENERAL

PURPOSE

The objective of these specifications is to provide, assemble and install sprinkler system which will operate in an efficient and satisfactory manner so that the finished system shall efficiently irrigate all areas to be covered and shall prove satisfactory in all aspects to the owner. The specifications, design details, irrigation designs and quotation are to be considered a part of the sprinkler system contract, and it is expected that the chosen contractor will follow specifications with due perseverance.

SCOPE OF WORK

The work required by these specifications consists of all labor, material, equipment, and services required for a complete functioning irrigation system.

The plans and specifications are intended to include everything obviously requisite and necessary to the proper installation of the work whether each necessary item is mentioned herein or not, unless otherwise specified, and the contractor is expected to provide for the same.

All work herein specified or called for on the drawings or in the detail drawings shall be executed in accordance with all governing ordinances, laws and regulations and shall meet all local conditions and any changes and/or additions in work necessary to meet ordinances, laws, regulations and/or conditions will be made without additional expense to the owner, but such changes shall have the prior written approval of the owner.

DEFINITION OF THE INTENT OF DOCUMENTS

The contract agreement, drawings, specifications and quotation constitute the contract documents, and all modifications thereof incorporated in the documents before their execution. What is called for in one document shall be as binding as if called for by all. The intent of documents is to include, unless otherwise stated, all labor and equipment for the completion of the work required for a complete irrigation system in a workmanlike and proper manner.

EXAMINATION AND VERIFICATION OF DRAWINGS AND JOB SITE

Prior to submitting a proposal for this project, each bidder has the responsibility to examine the premises and satisfy himself as to the condition under which he will be obligated to operate in installing the irrigation system under this contract.

All plot dimensions on the irrigation design are approximate. Prior to proceeding with the work, the contractor shall carefully check and verify all dimensions and shall report all variations from those indicated in

the irrigation plan to the owner in writing. If changes are to be made, they will be made in accordance with previous provisions.

GUARANTEES

The work included under this contract shall be guaranteed by the contractor against all defects and malfunctions due to faulty workmanship for a period of one year from the date of final acceptance by the owner. Upon being informed by the owner of any defects or malfunctions in workmanship, the contractor shall effect all necessary repairs and/or replacements in a reasonably expedient manner at no additional cost to the owner.

Emergency repairs, when necessary, may be made by the owner without relieving the contractor of his guarantee obligation.

The contractor shall be obligated to repair any settling of backfilled trenches which may occur during the guarantee. The contractor is also obligated to restore any and all damaged planting, paving or improvements within the year period. If the contractor does not respond to the owner's request for repair work within a period of two days, the owner may proceed with such necessary repairs and charge the contractor for all expenses incurred in the repair work.

EQUIPMENT, TOOLS, AND LABOR

The contractor shall provide and pay for all equipment, tools and labor required for the completion of this project. All irrigation meters and backflow preventers, including taps and boxes are by Huntsville Utilities; bidder shall include all fees and costs (material and labor) for same in his lump sum bid price for irrigation.

The contractor shall provide and keep up-to-date a complete set of as-built drawings which shall be corrected daily to show changes in sprinkler locations, controller location, piping locations and other deviations from the original irrigation design drawing as provided to him. All isolation valve locations shall be shown with actual measurements to reference points so they may be located easily in the field. Upon completion of the work, the contractor shall furnish the owner with a complete set of as-built drawings showing the sprinkler system as installed. This is the responsibility of the contractor and shall not be construed to be the responsibility of any other party.

TRAINING OF PERSONNEL

Upon completion of work and acceptance by the owner, the contractor shall be responsible for the training of personnel in the operation, maintenance, and repair of the system. The contractor shall furnish copies of all available parts lists, trouble shooting lists, specification sheets, and catalog sheets to the owner prior to final payment.

The contractor shall set the initial watering schedules and programming of the automatic controllers in accordance with the specifications, irrigation plan or as directed. Changes in the schedules and programming and instruction on how to make such changes shall be the responsibility of the designer or landscape architect of the system.

PROTECTION OF WORK AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with work on this contract. The

contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping grounds, above ground or underground installations or structures of any kind, and shall be held liable for any damage that does occur. Damage includes not only mechanical damage but from leaks in the irrigation system being installed by the contractor, whether through negligence or otherwise. The contractor shall adequately protect adjacent property as provided by law and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by the Public Authority for local conditions. The contractor shall securely cover all openings into the section of the system he is working on and components of the system as it is being installed to prevent obstructions in the pipe and the breakage, misuse or disfigurement of the equipment.

HANDLING OF MATERIALS

The contractor shall be responsible for correct procedures in on-site loading, unloading, stacking, transporting, and handling all materials to be used in the system. The contractor shall avoid rough handling which could affect the useful life of equipment. Pipe shall be handled in accordance with the manufacturer's recommendation on loading, unloading, and storage.

CLEANING PREMISES

The contractor shall continuously keep a neat and orderly area in which he is installing the system. Disposal of rubbish and waste material resulting from the installation shall be continual. There shall be NO waste materials or trash allowed in trenches.

MATERIALS

All materials are to be furnished as specified on drawings or in specifications.

SOLVENT CEMENT AND PRIMER

Solvent shall be IPS-721 or pre-approved equal.
Solvent shall be IPS-727 or pre-approved equal, **When temperatures are below 40 Fahrenheit.**

NOTE: In temperature below 32° Fahrenheit contractor shall not glue any pipe together.

Primer shall be IPS-70 or pre-approved equal.

ELECTRIC REMOTE CONTROL VALVE

100-PEB.-150-PEB.-200-PEB.

The electric remote control valve shall be a normally closed 24 VAC 50/60 cycle solenoid actuated globe pattern with a balanced pressure diaphragm design. The valve pressure rating shall not be less than 200 PSI.

The valve shall have a manual open/close control (internal bleed) for manual opening and closing of valve without electrically energizing the solenoid. The valve shall have internal manual bleed to prevent flooding of the valve box. The valve shall house a fully-encapsulated, one-piece solenoid with captured plunger. The 24 VAC 50/60 Hz solenoid shall open with 19.6 VDC minimum at 200 PSI. At 24 VAC average in rush current, it shall not exceed .41 amps. Average holding current shall not exceed .23 amps.

The valve shall have a control port filter screen to filter out grit and prevent clogging of hydraulic control parts.

The valve shall have a stainless steel flow control stem and cross handle for regulating or shutting off the flow of water. The valve must open or close in less than one minute at 200 PSI and less than 30 seconds at 20 PSI.

The valve construction shall be as such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

The valve shall be as manufactured by Rain Bird Sprinkler Manufacturing Corporation, Glendora, California, or an approved equal.

ELECTRIC REMOTE CONTROL VALVE FOR DRIP
Valve for Drip shall be; XCZ-100-PRF only.

SPRINKLERS

SECTION Depending on location, area and if you are installing in a bed or in turf these are the sprinklers that need to be installed.

SPRAYS
Sprinklers to be used in beds will be **1812-SAM-PRS-45.**
Sprinklers to be installed in turf will be **1806-SAM-PRS-45.**

NOZZLES
Nozzles shall be M.P. Rotors only.

ROTORS
Sprinklers to be installed in small turf areas will be **3504-PC-SAM-PRS.**
Sprinklers to be installed in larger turf areas will be **5006-PL-PC-SAM-PRS.**

See plans for requirements or other information for this project.

RAIN GAUGE
W.R.C. Wireless Rain Sensor Combo, installed in a lock box.
If Maxicom is in use a Rain Can must be used

LOCATION WIRE

Permanently mark all of your irrigation lines with **TRACE – SAFE** water blocking tracer wire (Color Blue). Begin at the control valve and continue to the end of that line for every control valve. Also mark in the same manner beginning at the backflow vault and run in all main line trenches including any wire trenches that may be separate from the main line. **See detail sheet.**

If you have to start a new roll of wire or wire is broken, it must be repaired with a muletape wire connector (trace-safe water blocking) number T-S 19IL, T-S 19, T-S 12-19IL T-S 12-19 TS-19-LC and covered with an econo valve box or 10 inch if needed. You will also need to use them at the start of a run; main line and each lateral line. There will be no exceptions to this stipulation.

If you are irrigating a sports field you do not have to run Trace – Safe Wire on the fields.

CONTROL VALVE WIRE SPLICES

These splices will only be made by using **3M-DBY's;** all splices will either be made in a control valve box or a 6 inch econo box **only.**

SECTION INSTALLATION AND INSPECTION

INSPECTION OF WORK IN PROGRESS

The owner's authorized representative shall be responsible for inspection of the contractor's work which is in progress. A representative may bring to the attention of the contractor any work which does not meet the specifications of this contract and the contractor shall correct such work as brought to his attention.

STAKING OF SPRINKLER LOCATION

Staking of sprinkler locations shall be done by the contractor and approved by the owner's representative.

EXCAVATION

All excavation shall be unclassified and shall include all materials encountered.

It shall be the responsibility of the contractor to provide suitable backfill materials. This backfill material shall be free from the rocks, large stones and other unsuitable substances which could damage the pipe or create unusual settling problems. The minimum depth of cover over piping 6" and larger shall be 24". The minimum depth of cover over piping 4" and smaller shall be 18". Backfilling will be done in 6" layers and tamped after each layer is put in to prevent excessive settling **in all lines.**

No cutting of existing asphalt roadways shall be allowed. Contractor shall bore any required crossing of existing roadways in an approved manner.

The contractor shall exercise reasonable care to avoid causing damage to any and all underground utilities and structures.

The owner shall advise the contractor of any underground utilities or structure of which he is aware. Utility locating services shall be called upon to pinpoint location of any underground utilities on site of the project by the contractor.

INSTALLATION OF SYSTEM MAIN

Installation of the system main shall be in accordance with the manufacturer's instructions and shall proceed from the point of connection of supply for the system. Concrete thrust blocks shall be installed at any directional change or tee in the pipeline in accordance with the pipeline in accordance with the pipe manufacturer's instruction.

INSTALLATION OF LATERAL LINES

Lateral lines may be installed by standard trenching techniques or by "pulling in" pipe. If the pull-in method is used, the pipe "plow shall be a vibratory type and equipped with a turf roller device to prevent tearing of the "turf". The "Mole" or "Bullet" which precedes the pipe and is used to form the opening for the pipe shall be not less than 1" larger in diameter than the outside diameter of the pipe. Starting and finishing holes shall not exceed a two foot square opening, which the sod removed from such holes is to be preserved and replaced.

Lateral pipes and fittings shall be installed in accordance with the manufacturer's recommendations, including the shaking-in of PVC pipe to prevent excessive strain when contracting in cold weather.

SPRINKLER HEADS

All sprinklers shall be installed on swing joints as shown in detailed drawings. When funny pipe is used for spray heads be sure and use a marlex ell and a barb ell as a swing joint directly below sprinkler head. The sprinkler head shall be installed so that the top is slightly below the finished grade level. If finished grade has not been established, the sprinkler will be extended a minimum of 4" above existing level and marked with a stake to prevent damage by equipment. Back fill around the swing joint and sprinkler shall be free of large rocks, roots, or foreign debris. Hand tamp around heads, so heads do not move.

When finished grade has been established the contractor shall set heads with top slightly below the finished grade level, below sod or sprigs.

NOTICE OF COMPLETION

When the contractor is satisfied that the system is operating properly, that it is balanced and adjusted, that all work and cleanup is completed, he shall issue the notice of completion to the owner's authorized representative. The notice of completion shall include the required for final inspection with date and time given.

FINAL INSPECTION WITH OWNER'S REPRESENTATIVE

The owner's representative will respond to the notice of completion by the contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the owner's representative and a written copy of corrections shall be given to the contractor.

SECTION

SECTION ACCEPTANCE OF THE SYSTEM

The owner may accept the system even though the corrections on the final inspection have not been made by the contractor. In such a case, there will be deductions for the uncompleted or uncorrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.

SECTION AS-BUILT PLAN ACCEPTANCE

Acceptance of the system is based on the furnishing by the contractor of two sets of completed as-built plans which is acceptable to the owner or owner's representative.

TRAINING OF MAINTENANCE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM

The contractor's responsibility of training maintenance personnel in the operation and maintenance of the system, as outlined in a previous section of these specifications, shall not be waived due to acceptance of the system. If this responsibility is not fulfilled, the cost of obtaining this training by the owner shall be shown as deduction in the final payment.

WARRANTY AND GUARANTEE CERTIFICATES

The contractor shall furnish a certificate of warranty registration and a guarantee of work for a one year period from date of final acceptance of the system. Depending on the time of completion the contractor will need to winterize the system and start it back up in the spring. Final payment for the system shall not be made unless this certification is presented to the owner.

ATTACHMENT "O"
ADDITIONAL IRRIGATION MEASURES

GENERAL
Extent of underground irrigation system is shown on Drawings and in the schedules. Provide all labor, materials and equipment required by or inferred from Drawings and Specifications to complete the Work of the Section. Provide additional Work and materials required by local authorities at no extra cost to Owner. Contractor shall provide all permits, applications, licenses and other qualifications to complete work at no additional cost to owner.

Reference Standards: American Society for Testing and Materials, Annual Book of ASTM Standards, latest edition.
Contracts: Irrigation Work to a single firm specializing in irrigation installation, acceptable to Landscape Designer.
Codes and Standards: Perform Irrigation Work in compliance with applicable requirements of governing authorities having jurisdiction. County regulations supersede these specifications. Notify Landscape Designer in writing of all discrepancies immediately.

Do not make substitutions: If Contractor desires to make substitutions of materials; sufficient descriptive literature and material samples must be furnished to establish the material as an equal substitute. In addition, Contractor must state his reasons for desiring substitute materials. Submit this request and information to Landscape Designer.

Approval and Selection of Materials and Work: The selection of all materials and execution of all operations required under the Drawings and Specifications is subject to the approval of Owner and Landscape Designer. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet requirements of the Contract Documents at any state of operations. Contractor to remove rejected Work and or materials from Project Site and replace promptly.

"As-Built" Drawings: Any changes in layout and/or arrangements of the proposed irrigation system, or any other differences between proposed system and actual installed conditions are to be recorded by Irrigation Contractor in the form of an "As-Built" Drawing. All drawings are to be clearly and neatly drawn on a Mylar sepia base of original design provided by Landscape Designer. Provide Owner and Landscape Designer with a reproducible Mylar copy of the "As-Built" Drawings before Work under this Contract will be considered for acceptance. All automatic and manual valves, hose bibs or quick couplers and wire splice shall be shown with actual dimensions to reference points so they may be located easily in the field. Submittal of approved "As-Built" Drawings will preclude any Application for Final Payment by Contractor.

Delivery, Storage and Handling: Deliver material and equipment in such a manner as to not damaged parts or decrease the useful life of equipment.

Store materials away from detrimental elements. Coordinate with General Contractor to secure a safe staging area.
Handle, load, unload, stack and transport materials for irrigation system carefully to avoid damage. Handle pipe in accordance with Manufacturer" recommendations.

Verify Tap: Test water conditions, as they exist immediately down stream from tap. If they do not meet design demands, notify Landscape Designer immediately of existing conditions.

The irrigation system is designed to operate under the following conditions; a minimum of 60 psi of water pressure at tap and at least 60# gpm available water supply from existing tap & meter. Verify working conditions by Irrigation Contractor
Job Conditions: Insurance on irrigation materials or equipment stored or installed is the responsibility of Irrigation Contractor. Such insurance shall cover fire, theft and vandalism. Should Contractor elect not to provide for such insurance, he will in no way hold Owner responsible for any losses incurred by the aforementioned acts. The Contractor is responsible for all costs incurred in replacing damaged or stolen materials.

Obtain all required permits and pay all required fees, at no additional cost to Owner. Any penalties imposed due to failure to obtain permits or pay fees are the responsibility of the Contractor.

Provide and maintain all passageways, guard fences, warning lights and other protection devices required by local authorities.

Existing site improvements shall be performed in a manner that will avoid possible damage. The Contractor is responsible for any damage of a mechanical nature as well as damage resulting from leaks in irrigation system whether due to negligence or otherwise. Keep project site clean and orderly at all times during construction.

Sleeves are to be installed by the Irrigation Contractor.

Coordination and scheduling for excavation of sleeve ends is the responsibility of the Irrigation Contractor.

Coordinate and schedule all Work with General Contractor.

Damages resulting from irrigation installation to Work of other trades must be repaired at the expense of Contractor in a timely fashion.

Make adjustments to system layout as may be required and requested to provide complete coverage at no additional cost to Owner.

Warranty: All Work for a period of one year, starting on Date of Substantial Completion, against defects in material, equipment, Workmanship and any repair required resulting from leaks or other defects of Workmanship, material or equipment.

Repair unsatisfactory conditions promptly at no cost to Owner.

Owner may make emergency repairs without relieving the Contractor of this warranty obligation.

Irrigation Contractor to repair settling of backfilled trenches occurring during warranty period, including restoration of damaged plantings, paving or improvements resulting from settling of trenches or repair operations.

Respond to Owner's request for repair Work within ten days. If not, Owner may proceed with such necessary repairs at Contractor's expense. In addition, Contractor shall be held responsible for replacement of any plant material (tree, shrubs, sod or seed) that becomes damaged or dies due to a lack of water during periods in which irrigation system is inoperable.

PRODUCTS:
Specific requirements concerning the various materials and arrangements which safe to be installed are shown on drawings.

Quality and Size: Material specified by name and/or model number in the Specifications, on the site or detailed drawings are used for the purpose of identification of materials and to insure specific use of that material in the construction of the system. No substitutions will be permitted without approval. (See Substitutions).

Plastic pipe for all main lines and laterals is Class 200 PVC Type 1120 or 1220 as manufactured Cabot, John-Mansville (or approved equal) unless otherwise specified herein or on the drawings.

PVC pipe is to be continuously marked with Manufacturer's identification, type, class and size and installed with these markings on the tope of the pipe.

All fittings should be Schedule 40 PVC Type 1, of domestic manufacture and identified as to pressure rating or schedule.
Solvent Weld: Solvent weld for PVC pipe over 20' length must be installed with standard 20' length sections. Unnecessary joints or couplings are not acceptable.

Risers: no risers will be used.

Electric Wiring: All 110 volt AC wiring to controller must consist of three wires: one black, one white and one ground. Electrical service to be provided by General Contractor unless otherwise directed by Owner.

All splices in controller wiring shall be waterproofed by using 3M DBY'S wire connectors.

All control wiring shall be 24-volt solid wire U.L. approved for direct burial in ground. Minimum wire size: 14 gauge station, 12 gauge common.

All control wiring and wiring connections from controller to valves shall be included in this contract.

Sprinkler Heads: Provide as indicated on the plan. Heads perform to Manufacturer's specifications concerning radius of throw and volume in gallons per minute at given pressure. All sprinkler heads are on swing pipe and hose bibs are to be on triple elbow swing joints.

Automatic Controller: Is to be installed in the location (shown on drawings/identified by owner's representative). The controller location will be accessible as shown on drawing for maintenance. Provide for the possibility of making minor timing adjustments to the controller in the field.

Provide controller specified on drawing; fully automatic capability as well as manual operation of the system.

Irrigation Contractor to coordinate sleeve through wall for irrigation controller (with General Contractor). If installed outside coordinate sleeve through concrete slab for irrigation controller (with General Contractor).General Contractor to provide power to controller. Coordinate with General Contractor.

Provide controller specified on drawing that operates on a minimum of 110 volts AC power input and is capable of operation of 24-volt AC electric remote control valves, with a reset circuit breaker to protect from overload. Contractor is responsible for connection to 100V AC power to controller.

Stations: Each station shall have a time setting knob that can be set for variable timing in increments from 6 to 60 minutes, or set to omit the station from irrigation cycle.

The controller, Rainbird ESP – MC-24- SS shall have a 14-day calendar dial and a 24-hour clock dial with 23 captive hour pins for programming irrigation cycle start times. A master "on-off" switch shall allow the valve power output to be interrupted without affecting the controller.

Controller Construction: The controller must be constructed so that all internal parts are accessible through controller door without disturbing cabinet installation.

Water Meter: Coordination of meter installation is the responsibility of the Irrigation Contractor. Unless installed by Utilities.
Backflow Preventer: To be installed by Irrigation Contractor. Provide Watts Double Check Assembly Backflow Preventer Model 007. The backflow preventer is a double check valve assembly type, capable of having a flow rate of 80 gpm, with a pressure loss not to exceed 5 psi and suitable for supply up to 150 psi. The backflow preventer body to be bronze, internal parts stainless steel and check valve assemblies with tight seating rubber. The backflow preventer assembly must include two gage valves for isolating unit and two ball valve test clocks for testing unit to insure proper operation. Provide backflow preventer as manufactured by Watts Sprinkler Manufacturing Corporation. Unless installed by Utilities.

Pressure Regulator: Provide Wilkins #600 or equal.

Mastervalve: Rainbird # electric remote control valve w/brass body and bonnet. Valve shall be wired to open and close with each circuit valve. Size based on mainline.

Valve Boxes: Ametek 12" rectangular valve box with cover or jumbo mechanical box with cover and Ametec 10" round valve box with cover as indicated on drawings. Place a minimum of 6" depth of gravel under each valve box, meter, and pressure regular and backflow preventer box.

Sleeves: Class 200 PVC Pipe Type 1120 or 1220: Size as indicated on Detail by Irrigation Contractor.

Hose Bibs: Hose bibs shall have an all cast brass or bronze body. Hose bibs to be ¾" inside diameter and shall be installed below grade in Ametek 12" x 18" valve boxes. The cover over hose bib boxes shall be clearly marked with "non-potable water".

Control Valves: Provide Rainbird Electric Remote Control Valve (size as indicated on Plan). Valve to conform to Manufacturer's Specifications concerning performance and at a given pressure.

Surge Protection Equipment: Provide General Electric Lightning Arrestor #GL 15 CC B 007 for controllers not equipped with primary surge protection.

Provide secondary surge protection installed on the 24V AC valve control wiring for systems controlling 24V AC solenoid operated valves.

The Irrigation Contractor is responsible for determining whether the above mentioned surge protection equipment is provided for in controller as a "built-in" unit or if it must be supplied and installed separately.

Isolation Valves: Provide all gate valves for isolation purposes allowing full diameter opening when in full open position.
Manually operated valves shall be same size as mainline.

Automatic Drain Valves: Install at low point for each lateral line "Rainbird 16AP" drain valve in gravel sump 12" x 12" in size and with a minimum of 18" of cover over sump. Miscellaneous System Components: Provide risers, reducers, couplings, adapters, and fittings as necessary to complete irrigation system.

EXECUTION

Provide a competent superintendent and necessary assistants on the job while Work is progress. The Superintendent represents Contractor in all functions and directives given to him by Owner are binding as if given to Contractor in person.
During the installation Landscape Designer or the owner's representative may make regular site visits and reject any Work and materials that do not meet the Standards called for in Contract Documents. Rejected work must be promptly corrected and no time extension will be allowed for this reason.

Inspection: Inspect project area prior to start of Work to determine that all site conditions are acceptable for irrigation Work to begin. Inform Landscape Designer of unsuitable conditions. Do not proceed with installation of irrigation system until unsatisfactory conditions have been corrected in a manner acceptable to installer.

Preparation: Flag all existing underground utilities prior to trenching and/or boring operations. Obtain utility locations from Owner an/or General Contractor and Utilize utility locating services when necessary.

Excavation: All excavation is unclassified and includes all materials encountered.

Prior to excavation, remove sod, preserve and replace after backfilling is completed.

After excavation and backfilling is completed, regrade trenched area consistent with surrounding area and re-establish with 100 percent pure of type grass existing. Maintain as necessary for establishment and survival of grass.

Backfill material is to be free from rock, large stones and other unsuitable substances that could damage the pipe or create unusual settling problems. Back fill in 6" layers and tamp after each layer to prevent excessive settling.

Backfill trenches containing plastic pipe when pipe is cool to avoid excessive contraction in cold weather. Such backfilling can be done in early morning hours or pipe may be water cooled prior to backfilling procedures.

Backfill material evenly in lifts not to exceed 6" and compact to 100 percent of maximum density.

Contractor is responsible for establishing compaction in trenches equal to or exceeding overall compaction of paving base. Leave top of trench ready for asphalt by others. Minimum depth of cover of all pipe is as follows:
¾" – 1" pipe – minimum depth cover is 12"
1 ½" – 1 ½" pipe – minimum depth cover is 18".

Sleeving: Location of sleeving shown on plans is schematic. Sleeving Contractor to make adjustments necessary to accommodate existing vegetation, utilities and other existing conditions. Repair of damage to existing utilities, structures or other construction resulting from installation of sleeves is the responsibility of Sleeving Contractor. Verify those installed previous by others. Install PVC sleeves according to detail.

Pipe Joints: Follow Manufacturer's Recommendation.

Solvent weld PVC pipe, assemble according to Manufacturer's Recommendations, using appropriate PVC pipe cleaner/primer and solvent cement.

PVC to metal connection, Work metal connection first then use Teflon pipe fitting
Main line shall be installed according to Manufacturer's Recommendations.

Pipe and Fittings Installation: Install according to Manufacturer's Recommendations including snaking-in of PVC pipe to prevent excessive strain when contracting in cold weather. Solvent weld fittings must conform to Schedule 40 or Schedule 80 PVC dimensions and specifications for solvent weld fittings and as manufactured by Lasco, Inc.

Lateral lines and risers shall be as follows:
Install according to Manufacturer's Recommendations using standard techniques.
Combine lateral lines and main supply lines in common trenches wherever possible with specified minimum depth of coverage over all pipe (see Backfilling).
No risers.
Exchange of 4" pop-up to 12" high pop-in field by Landscape Designer is incidental.
Plug lines immediately upon installation to minimize infiltration of foreign matter.
Flush lateral lines and risers prior to installation of sprinkler heads.
No risers.

Sprinkler Heads: Low pop-up sprinkler heads shall be installed in such a manner that tip is 1" above finished grade. Where finish grade has not been established, extend a riser a minimum of 12" above existing grade to mark location of head. After finish grade is established, install heads at specified height on trip elbow swing joint; or flex pop when specified.

High pop-up heads: High pop-up shrub heads shall have the finished height determined by Landscape Designer.

Backfill around sprinkler head assembly in such a manner that sprinkler head is stabilized so that no lateral motion is exhibited during operation.

Height of all heads in bed areas to be determined in the field by Landscape Designer.

Install control wire in orderly fashion, locate in main line trench. Bundle wires together and tape at 10' intervals. Position wires under main line.

Allow for contraction of wires by providing looped slack at directional changes in supply line.

Keep wire splices to a minimum. All splices shall be waterproofed by using "3-M DBY'S" wire connectors. All splice locations to be indicated on "as-built drawings".

Pass Wires under existing or future paving, construction, etc. through PVC sleeves provided by Irrigation Contractor.
Control Equipment: Install automatic valves and controller according to Manufacturer's Recommendations. Appropriate locations are shown on the drawings.

Valve Boxes: All valves are to be housed in valve boxes. Install according to Manufacturer's Recommendations and according to details. Position boxes at a height that will not cause them to interfere with maintenance machinery (e.g., mowers) and such that soil and mulch do not wash into the box. Locate all valve boxes within plant bed areas wherever possible.

Install surge protection equipment on primary (110 VAC) power lines. Connect each surge protect unit to at least on 5/8" diameter by 9' long copper clad grounding electrode driven into the soil to its full depth. Place electrodes no closer than 2' from controller cabinet or any control or power wire. Be consistent in locating ground rods throughout installation with respect to controller position and not locations on "As-Built" Drawings.

Ground wire between surge protection device and grounding electrode to be single strand bare copper wire at least one size greater than wire supplying power to control unit. Route ground wire away from power and control wires where possible.

When it is necessary to pass through controller cabinet wall use two #L-70 copper grounding lugs and brass bolt as noted in detailed drawings. Use #WE 5/8" ground rod clamp (single piece and bolt) to make connection between ground rod a minimum of 10". Cover the top of rod and clamp with a Toro #850-00 cover with lid at grade level.

Balancing and Adjusting: Balance and adjust the various components of system so that overall operation of the system is most efficient. This includes synchronization of controllers, adjustment to pressure regulators, part circle sprinkler heads and individual station adjustments on controllers. The Contractor has the right to call in the Designer or Owner's Representative to aid in balancing and adjustment of system.

Operational Testing: Upon completion of irrigation system and after head installation, test entire system for proper operation. Flush all air from system and check components for proper operation.

"As-Built" Drawings: "As-Built" Drawings are to include locations of all wire splices, valves (automatic and manual) with triangulated measurements to each location as well as any deviations in location of piping and heads as represented by Contract Documents.

Owner Orientation: Upon completion of Work and final acceptance by Owner and Landscape Designer, Contractor is responsible for orientation of maintenance personnel in the operation, maintenance and repair of system. Furnish copies of all available parts lists, trouble-shooting lists and specification sheets to Owner prior to final payment.

Set initial watering schedules and programming on automatic controllers at the direction of Landscape Designer. Changes in schedules and programming and instructions on how to make such changes are under the responsibility of the Landscape Designer.

Winterizing the System: If Owner requires, irrigation piping must be winterized by first blowing system clear of water using compressed air (80 psi minimum) admitted into piping at a quick coupling valve or hose bib located at a higher elevation on the system piping. Activate individual zones, higher zones first, then proceed successively through the system towards lower elevations. Proceed through all zones twice. The air compressor used to winterize system must have an engine separate from compressor tanks to prevent high temperature air from being injected directly into PVC piping.

Clean Up: During Irrigation Work, keep project site clean and orderly. Upon completion of Work, clear grounds of debris, superfluous materials and all equipment. Remove from site to the satisfaction of Landscape Designer and Owner.
Protection: Protect Irrigation Work and materials from damage due to irrigation operations, operations by other contractors, trades and trespassers. Maintain protection until Date of Substantial Completion. Cover all openings into system as it is being installed to prevent obstructions in pipe and breakage, misuse or disfigurement of equipment.

Contractor is responsible for theft of equipment and material at job site before, during and after installation, until Date of Substantial Completion of the Work in total.

Inspection and Acceptance: Upon completion of Work, notify Landscape Designer and Owner at least three days prior to requested Date of Inspection for Substantial Completion. Prior to contacting Landscape Designer for the purpose of demonstrating all or any part of the system, thoroughly test the system for proper operation and make adjustments and replace any defective parts prior to inspection for Substantial Completion. Where inspected irrigation Work does not comply with requirements, replace rejected Work promptly, within two weeks of inspection. In unusual circumstances Owner may grant a longer time period. If such replacements are not completed within time specified, Contractor may be considered to be in default of Contract and Owner may use Contract Retainage to hire other Contractors to finish the Work.

ACCEPTANCE AND GUARANTEE

Substantial Completion: Submit written requests for inspection for Substantial Completion to Landscape Architect at least three calendar days prior to anticipated Date of Inspection and Testing. Substantial Completion cannot be granted, and at the same time no further applications for payment shall be approved for more than 85% of contract until there has first been a walk-through for head coverage. At this time the Landscape Designer and the Owner's Representative will prepare a "punch list" that consists of items to be addressed and corrected by Contractor immediately. Depending on the extent of the Work on the "punch list", the Landscape Designer and the Owner's Representative will determine whether Substantial Completion is to be granted at that time or at a later date, pending the completion of the "punch list".

Submit record drawings and maintenance manuals to Landscape Designer with written request for inspection.

Review "punch list" Work jointly with the Owners Representative and Landscape Designer for Substantial Completion of total (contract) Work.

Upon satisfactory completion of repairs and replacements and completion of "As –Built" drawings, Landscape Designer and the Owners Representative will verify system for Substantial Completion and issue AIA Certificate of Substantial Completion if all items on "punch list" have been completed. If necessary another "punch list" will be written to itemize any deficiencies still existing and will be attached to AIA Certificate. Contractor shall complete all "punch list" items if possible within 30 days while continuing maintenance.

Date of Substantial Completion: Date of Substantial Completion will constitute beginning Date of One-Year Guarantee.

This Date also constitutes the beginning of the warranty responsibilities and acceptance by Owner and Landscape Designer.

Guarantee all Work, products, equipment and materials for one year, beginning at Date of Substantial Completion as per Written Letter of Notification.

Make good any damage, loss, destruction or failure. Repairs and replacements shall be done promptly and at no additional cost to Owner.

Repair damage to grade, plants and other Work or property as necessary.

If replacement are not acceptable during or at end of Guarantee Period Owner may elect either subsequent replacement or credit. Replacement products shall have a similar one-year guarantee from time of replacement.

Guarantee applies to all unacceptable conditions or losses with exception of those due to acts of nature, vandalism or Owner neglect, as determined by Landscape Designer. Acts of Nature include, but nay not be limited to, high winds or hurricane or tornado force, sleet, hail, freezing rain and extreme cold (as determined by Landscape Designer.

Final Inspection and Acceptance: One year after the Date of Substantial Completion of Work in total, the Landscape Designer and Owner will inspect Work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements Landscape Designer certifies, in writing, the Final Acceptance of Work.

At the end of Guarantee Period and upon request for inspection, jointly review all guaranteed Work for Final Acceptance. Submit written request for inspection for Final Acceptance to Landscape Designer at least two weeks prior to anticipated Date of Inspection; include list of Work Substantially Complete and list of Work replaced during Guarantee Period.

Upon completion by Contractor of all required replacements, Owner and Landscape Designer will confirm the Date of Final Acceptance of Work.

Applications for Payment will be covered in the general contract.

SUPPLEMENT TO GENERAL REQUIREMENTS

FOR

CONSTRUCTION OF PUBLIC IMPROVEMENTS

CONSTELLATION PHASE I ROW IMPROVEMENTS

PROJECT #71-22-SP26

CITY OF HUNTSVILLE, ALABAMA

SUPPLEMENT TO GENERAL REQUIREMENTS

1. GENERAL

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed $10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

2. PROPOSAL PREPARATION

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, 2nd Floor Engineering Department, Huntsville, AL 35801.

3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

4. CHANGE ORDERS

(A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

(B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

(D) Time extension for abnormal weather conditions

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
11	8	6	4	4	5	6	4	4	3	4	8

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

5. MAINTAIN OFFICE

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

6. SUBCONTRACTORS

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

7. BID BOND

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding $10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time

specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

8. N/A

9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of $1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the 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. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

11. PERMITS

Additionally, the contractor 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. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

12. PAYMENT

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

13. N/A

14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond

form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
$ 0	$ 100,000	$ 200	$ 400

$ 100,000	$ 500,000	$ 550	$ 1,100
$ 500,000	$ 1,000,000	$ 900	$ 1,800
$ 1,000,000	$ 2,000,000	$ 1,350	$ 2,700
$ 2,000,000	.....	$ 1,550	$ 3,100

W

hen the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

19. **STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

20. **TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

21. **TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and 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 settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) 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 not have 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. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total Sum to be paid the Contractor under this clause 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.

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.

22. **TERMINATION FOR CAUSE**

A. 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 material, 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.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional 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 City. This obligation for payment shall survive the termination of the Contract.

C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A 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 and the provisions of the Termination for Convenience clause shall apply.

23. **UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

24. **ADDITIONAL INSURANCE REQUIREMENTS**

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. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and

unloading shall be provided under either automobile liability or general liability policy forms.

4. Worker's Compensation Insurance

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

5. Employers Liability Insurance

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

B. **MINIMUM LIMITS OF INSURANCE**

1. General Liability

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

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

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

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

5. Employers Liability

$100,000	Bodily Injury
$500,000	Policy Limit by Disease

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. 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:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm 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 officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents 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) day's 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 with an A. M. Best's rating of no less than B + V.

E. **VERIFICATION OF COVERAGE**

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

F. **SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms 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 Engineer or Record 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 and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, 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. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

25. **DOMESTIC PREFERENCES**

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.

26. **TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

27. **NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

28. **CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

29. **CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2.of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

30. **WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

31. **COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

32. **W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. 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 obtained at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

33. **FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor 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, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original,

certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

34. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

35. RECORD DRAWINGS

POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

City Construction Projects:
The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

Format Requirements for all record drawing submittals:
All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City 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 should 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 coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and ½ inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbology.

Record Drawing Criteria, unless otherwise noted by City Engineer:

1. **Roadways:**
   a. Any changes during construction of roadway/intersections that differ from plan drawings.

2. **Sanitary Sewers:**
   a. Gravity Line
      i. Horizontal Location of Manholes – Northing and easting Coordinates
      ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
      iii. Changes in location of clean outs, or end of service lateral.
      iv. Changes in length, slope, size, or material of lines.
   b. Force Mains
      i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
      ii. Horizontal and Vertical Location of Fittings/Bends
      iii. Changes in length, size, depth or material of lines
      iv. Changes in restraint types
   c. Pump Stations
      i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
      ii. Changes in Site Development and/or Landscaping
      iii. Changes in Equipment

3. **Storm Drainage:**
    a. Structures (boxes, inlets, end treatments, etc.):
        i. Horizontal locations of Features – Northing and easting coordinates
        ii. Vertical location of Features – Tops and Inverts
        iii. Changes in type, size, or material of feature.
    b. Pipes / Culverts:
        i. Document length
        ii. Document slope
        iii. Document size
        iv. Document invert elevation
        v. Changes in material of structure
    c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
        i. Horizontal location (to verify location within described easements)

For easement widths less than 15- feet	At 100-foot intervals along the centerline of feature.
For easement widths 15-feet or Greater	At 200-foot intervals along the centerline of feature.

        ii. Vertical location (to verify positive drainage)

For slopes less than 0.5%	At 50-foot intervals along the centerline of feature.
For slopes 0.5% or greater	At 100-foot intervals along the centerline of feature.

        iii. Changes in width or material of feature.
        iv. Changes in location and type of geotechnical fabric used.
        v. Changes in overall grading of site topography.

    d. Detention / Retention Facility:
        i. Changes in size, location, or material of facility.
        ii. Changes in location and type of geotechnical fabric used.
        iii. Where applicable, copy of maintenance agreement.

Checklist for review of record drawings:

a. Changes in sidewalk location or size.
b. Changes in shoulder widths.
c. Changes in grades at intersections. (also to include changes in island location)
d. Changes in location of driveway aprons.
e. Changes in pavement section, to be supported by adequate documentation.
f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
g. Geotechnical fabric locations, to include vertical elevation.
h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

LEVEL SYMBOLOGY

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	Street Text	0	3	0	20	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			
7	Parking Lots	1	3	1			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary	0	3	0	20	0	

	Roads/Trails Text						
10	Sidewalks	5	3	0			
11	Bridges/Culverts	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	City Limits/County Line	1	0	3			
16	City /limit text	0	0	1	30	0	
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			
	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines	6	6	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	15	0	GPS
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	GPSPNT
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	Signs						
51	Open						
52	Open						
53	Open						
54	Open						
55	Open						

56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	Open						
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

36. **LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

37. **LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

38. **NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

39. **CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS"** is revised as shown:

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

40. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ("Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1.") It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

43. **CORRECTION TO SECTION 105 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

48. E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

50. SURVIVABILITY OF CONTRACT PROVISIONS

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.

51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. 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. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975)

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

54. SUCCESSORS AND ASSIGNS

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.

55. WRITTEN NOTICE

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.

56. RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, 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 there under, except as may be specifically agreed in writing.

57. ENTIRE AGREEMENT

This Contract 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.

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CONSTELLATION PHASE I ROW IMPROVEMENTS

Project No. 71-22-SP26
April 12, 2022

Addendum #1

Attached are the Pre-Bid Minutes from the meeting held on Tuesday, April 12, 2022, in the 1st Floor Conference Room, 320 Fountain Circle, Huntsville, AL.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Pre-Bid Meeting Minutes

END OF ADDENDUM #1

PRE-BID MEETING

MINUTES

PROJECT NAME: Constellation Phase I ROW Improvements

PROJECT NUMBER: 71-22-SP26

DATE: April 12, 2022

PROJECT ENGINEER: Alan Clements

PROJECT INSPECTOR: Lester Jones

Mark Seeley	Miller & Miller
Justin Griggs	Rogers Group
Mike O'Mealy	Rogers Group
Walton Ashwander	SJ&L
Jamie Prater	Shoals Electric
Patrick Greenwell	Water Water Everywhere
Tim Cargile	Wiregrass Construction
Mark Byers	COH Landscape
Lester Jones	COH Engineering
Alan Clements	COH Engineering
Mary Ridgeway	COH Engineering
Angela Gurley	COH Engineering

1. Introduction of all persons present

2. Work Description (Project Scope)

   This project consists of the widening of Constellation Drive to include grade, drain, base and pave, landscape, irrigation and streetlights. The repair to Heart of Huntsville Drive will include partial demolition of curbs, sidewalks, inlets, asphalt mill and overlay, new curbs, sidewalks, inlet tops, streetlights, striping and marking, and traffic signal loop installation.

   Phase 1 is specific to the area along the north side of Constellation Drive adjacent to the Constellation Hotel. The construction to be completed with phase 1 is the sidewalk, handicap ramps, curb and gutter, concrete pavement, underground lighting conduit, and lighting foundations. Work items along Constellation Drive

that are not part of Phase 1 will include the mill and fill, roadway islands, striping and signage, landscaping and irrigation and street light poles and fixtures. To expedite Phase 1 the DGB will be replaced in the plans with black base so that paving can begin as soon as we have an approved subgrade.

The irrigation will be a design and install item and the specifications will go out with the addendum from this meeting.
Alan clarified that item #17 should be 15" RCP CL 3 storm pipe instead of 18" and will be noted in the addendum.

Alan said the city will be providing the streetlight poles and fixtures and the contractor will install all new conduit and foundations.

Alan said the handicap ramp will consist of three (3) items rather than lumped together as complete in place item. Detectable warning surface will be paid for as per square ft. and will also be clarified in the addendum.

Phase 1 has a completion date of June 10, 2022, which is a total of forty-two (42) days and the Liquidated Damages will be $1,000/day.

Alan said Phase II will include the remainder of the work items with the work items adjacent to the building as priority. Alan said Phase 2 has a completion date of July 28, 2022, which is a total of ninety (90) calendar days and the Liquidated Damages will be $1,000/day.

3. Permits (Provide copies of all permits as part of the Contract)
    a. ADEM (NPDES) – The contractor will be responsible for the application of the NPDES Permit as well as maintaining and closing of the permit.

4. The conflicting project will be the north side of the road.

5. Schedule of Work
   Critical Path - Schoel Engineering has already addressed the critical elevations and the necessary grade calculations have been made.
    a. Need by first payment
    b. Owner reserves the right to withhold payment if work is more than 25% behind schedule

6. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)
    a. Review plan sheets
    b. Review Special Provisions and Specifications
    c. Reference State or City Standard Specifications
    d. Enforce ADA Standards for ROW construction.
    e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
    f. Schedule for review of shop drawings/material submittals.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

g. Construction Trailer /As Builts – No Trailer but hand drawn redlines
h. Calendar Days to complete the project is forty-two (42) days for Phase 1, and a total of ninety (90) days for Phase II.
i. Council Approval – April 28, 2022
j. Notice-to-Proceed – April 29, 2022

7. Bid Sheet (Quantities)
Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the

printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)
b. Provide information regarding payment method, i.e. "Payment for unclassified excavation will only be made once for movement of the same material", "DGB is to be measure for payment based on an in place area in accordance with …."

8. Payment
The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Odessa Sales-Robinson, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

a. Date for payment submittal monthly
    i. Process for monthly quantities
    ii. Monthly Progress Meetings
    iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
    iv. Define Substantial Completion – Project in usable condition for intended purpose
    v. Liquidated Damages
    vi. One year warranty period begins upon substantial complete.

9. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

If in conflict with work, all vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.

All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after the final paving is complete. All pavement striping and marking will need to be reflective thermoplastic which is the specifications for ALDOT. All permanent signage and

post requirements should be in accordance with Huntsville Traffic Engineering's latest requirements.

10. Subcontractors
    Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

11. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)
    Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

12. Questions?

Q: Justin asked if the contractor is responsible for the cost of the extra handicap quantities.
A: Alan stated no the item will be broken up into 3 separate pay items in the addendum.

Q: Justin asked if the contractor will maintain traffic while the work to the road is being done.
A: Alan stated yes.

Q: Jamie asked if the backfill behind the sidewalk will be gravel or dirt.
A: Alan said it will be dirt backfill.

Q: Justin asked who is responsible for paying the Aide-to-Construction for the power poles.
A: Alan said there is no Aide-to-Construction because the meter is already there.

Q: Justin asked if the item for the reset sewer manhole will need to have a TVI and pressure tested again.
A: Alan said no.

Q: Alan asked what the contractor usually sleeves the road with.
A: Patrick said PVC.

Q: Mark asked if the link for the PROWAG requirements could be provided.
A: Alan said yes. https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf

Q: Justin asked if the city will provide the irrigation meter.
A: Alan said yes.

Q: Patrick asked if the entire project will be sod.
A: Alan said yes.

Q: Patrick asked about the irrigation sleeve at the roundabout.
A: Alan said that it won't be an irrigation sleeve but a sleeve for future electric

Q: Justin asked if there is a certain plan for traffic control.
A: Alan said it will need to be to the requirements of the MUTCD. This item is paid according to item #41 which is temporary traffic control.

Q: Mark asked if there are time limitations for work to be done on the weekend.
A: Jim said weekends should be ok, but Alan said they will get the specifics.

Q: Justin asked how the unclassified excavation will be paid.
A: Alan said it will be paid 15 yards per tri-axle.

Q: Mark asked about the 6" thick concrete pavement.
A: Alan stated that WWF will be required.

Q: Justin asked about the timeline for Phase I.
A: Alan said it is June 10, 2022.

Q: Justin asked about the timeline for Phase II
A: Alan said it is July 28, 2022

All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications. Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

	ATTACHMENT "A"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS		$0.00
2	Engineering Controls	1	LS		$0.00
3	Unclassified Excavation and Haul-off	500	CY		$0.00
4	Pavement Full Depth Removal (15" Depth)	3,000	SY		$0.00
5	Concrete Curb & Gutter Removal	1000	LF		$0.00
6	Storm Inlet Top Removal	5	EA		$0.00
7	Streetlight Concrete Foundation Removal	11	EA		$0.00
8	Concrete Sidewalk Removal	450	SY		$0.00
9	Miscellaneous Crushed Limestone (Engineer Directed)	50	TON		$0.00
10	Miscellaneous Concrete (Utility Conflicts)	15	CY		$0.00
11	Reset Sewer Manhole Top	2	LS		$0.00
12	Inlet Protection	7	EA		$0.00
13	Seed & Straw	1	AC		$0.00

	ATTACHMENT "A"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
14	Hybrid Bermuda Sod	515	SY		$0.00
15	Contractor Furnished Topsoil	100	CY		$0.00
16	Temp Construction Entrance: Install, Maintain and Remove	1	EA		$0.00
17	18" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill	8	LF		$0.00
18	Install Concrete Top and throat on Existing S Type Inlet	5	EA		$0.00
19	Curb Inlet Complete in Place	2	LS		$0.00
20	24" Concrete Curb & Gutter	990	LF		$0.00
21	24" Concrete Mountable Curb & Gutter	107	LF		$0.00
22	6" Concrete Median Curb	288	LF		$0.00
23	6" Thick Concrete Pavement	750	SY		$0.00
24	1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer	600	TON		$0.00
25	405A Tack	500	GAL		$0.00

	ATTACHMENT "A" CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				4/8/2022
26	301A Dense Graded Base. Type B, Plant Mixed 4"Thick	750	SY		$0.00
27	1.5" Depth Asphalt Milling	6,850	SY		$0.00
28	6" Concrete Slope Pavement (Island)	95	SY		$0.00
29	4" Concrete Sidewalk	650	SY		$0.00
30	Handicap Ramp to Include DWS and Check Walls	13	EA		$0.00
31	24" White Thermo. Stop Bar	108	SF		$0.00
32	4" Dotted White Thermo. Traffic Stripe	547	LF		$0.00
33	4" Solid White Thermo. Traffic Stripe	201	LF		$0.00
34	6" Solid White Thermo. Traffic Stripe	980	LF		$0.00
35	4" Solid Yellow Thermo. Traffic Stripe	2,578	LF		$0.00
36	24" Channelization / Crosswalk Striping	813	SF		$0.00
37	Turn Arrow Marking Relective Thermo	303	SF		$0.00
38	"ONLY" Legend Relective Thermo	202	SF		$0.00
39	4" Temporary Striping (Paint)	3,000	LF		$0.00

	ATTACHMENT "A" CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				4/8/2022
40	Traffic Signal Loop System Reinstallation Complete in Place (Heart of Huntsville at Clinton South Approach)	1	LS		$0.00
41	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS		$0.00
42	R1-1 Stop Sign and Post City Traffic Engineering Standards	1	EA		$0.00
43	R1-2 "Yield" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
44	R4-7 "Keep Right" Sign and Post City Traffic Engineering Standards	4	EA		$0.00
45	W5-1A "Wrong Way" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
46	"No Parking Pickup and Drop Off Only" Sign and Post City Traffic Engineering Standards	1	EA		$0.00
47	Landscaping (Complete and In Place)	1	LS		$0.00
48	Irrigation (Complete in Place) to Include Meter and	1	LS		$0.00
49	6" Irrigation Sleeves	65	LF		$0.00

	ATTACHMENT "A"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
50	4" HDPE Bore	350	LF		$0.00
51	24" Diameter Reinforced Concrete Streetlight Foundations, 6' Long	11	EA		$0.00
52	Contractor to Reinstall COH Furnished Streetlights and Poles	11	EA		$0.00
53	2" Non-Metallic Conduit Complete in Place	1,200	LF		$0.00
54	#2 Triplex 600V UG Cable Complete in Place	1,700	LF		$0.00
55	12" x 12" Quazite Box Complete in Place	15	EA		$0.00
	TOTAL BASE BID				$0.00
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ SIGNATURE_____ DATE_____				

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CONSTELLATION PHASE I ROW IMPROVEMENTS

Project No. 71-22-SP26
April 18, 2022

Addendum #2

Attachment "A" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A1".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1".** Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS

Delete
~~3 Unclassified Excavation and Haul-off 500 CY~~
Add
3 Unclassified Excavation and Haul-off 750 CY

Delete
~~4 Pavement Full Depth Removal (15" Depth) 3,000 SY~~
Add
4 Asphalt Pavement Full Depth Removal (15" Depth) and Haul Off 500 SY

Delete

~~11 Reset Sewer Manhole Top 2 LS~~

Add

11 Reset Sanitary Sewer Manhole Top 2 EA

Delete

~~14 Hybrid Bermuda Sod 515 SY~~

Add

14 Hybrid Bermuda Sod 1,000 SY

Delete

~~15 Contractor Furnished Topsoil 100 CY~~

Add

15 Contractor Furnished Topsoil 300 CY

Delete

~~17 18" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill 8 LF~~

Add

17 15" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill 8 LF

Delete

~~19 Curb Inlet Complete in Place 2 LS~~

Add

19 Curb Inlet Complete in Place 2 EA

Delete

~~21 24" Concrete Mountable Curb & Gutter 107 LF~~

Add

21 24" Concrete Mountable Curb & Gutter with Fiber 107 LF

Delete

~~22 6" Concrete Median Curb 288 LF~~

Add

22 6" Concrete Huntsville STD Median Curb 765 LF

Delete

~~23 6" Thick Concrete Pavement 750 SY~~

Add

23 6" Thick Concrete Pavement WWF Reinforced to Include All Joints 200 SY

Delete

~~24 1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer 600 TON~~

Add

24 1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer 800 TON

Delete

~~26 301A Dense Graded Base. Type B, Plant Mixed 4"Thick 750 SY~~

Add

26 301A Dense Graded Base. Type B, Plant Mixed 4"Thick 75 TON

Delete

~~27 1.5" Depth Asphalt Milling 6,850 SY~~

Add

27 1.5" Depth Asphalt Milling 8,600 SY

Delete

~~28 6" Concrete Slope Pavement (Island) 95 SY~~

Add

28 6" Concrete Slope Pavement (Island) with Fiber 95 SY

Delete

~~29 4" Concrete Sidewalk 650 SY~~

Add

29 4" Concrete Sidewalk with Stone Leveling Layer 650 SY

Delete

~~30 Handicap Ramp to Include DWS and Check Walls 13 EA~~

Delete

~~48 Irrigation (Complete in Place) to Include Meter and Water Usage Costs 1 LS~~

Add

48 Irrigation Allowance 1 LS

Add

56 327A Plant Mixed Black Base 300 TON

57 DWS for Handicap Ramp 115 SF

58 6" Wide Concrete Check Walls Varying Height from 6" to 12" 200 LF

59 Geotextile Separation Fabric Tensar BX1200450 150 SY

RESPONSE TO CONTRACTOR QUESTIONS

Q: I'm also seeing an extension of an 8" water main in the plans, but nothing is shown for this in the quantities. Is this part of the scope?

A: The water meter improvements have been excluded from the scope of the project.

Q: In the quantities, #11 and #19 should be '2 EA', instead of '2 LS', is that correct?

A: These unites have been corrected; see attached revised quantities.

Q: There is a retaining wall shown along the sidewalk south of the building but there is no pay item?

A: The retaining wall is going to be installed by the building contractor and is not in this project scope.

Q: There are no pay items for temporary construction traffic control items such as signs, drums, cones, flagman, temporary striping?

A: Pay Item 41 is a lump sum pay item that is for all costs associated with construction temporary traffic control for the project. This pay item will include all contractor anticipated costs for providing temporary traffic control in accordance with the latest MUTCD Guidelines for the duration of the project.

CLARIFICATIONS

- In each median plant only two (2) Swamp White Oaks (*Quercus bicolor*)
- There are to be no shrubs planted in the medians – delete the Carissa Hollies
- Mulch the areas under and between the trees in the median, and instill turf on the west tip of the long median
- Irrigation will be planned on site in cooperation with Landscape Management
- The City of Huntsville will provide the water and electrical meters for the irrigation system. Contractor to provide all others.
- The irrigation bid has been revised from a lump sum pay item to an allowance that will include all cost for the design and installation of a complete irrigation system that meets the project requirements described as follows:

IRRIGATION SCHEDULE

Contractor shall submit shop drawing of full irrigation design of all developed landscape areas to landscape architect for approval. Resubmittals are required if the system does not meet minimum requirements. Drawings shall be submitted with enough time to review and revise drawings, all prior to installation. At minimum the irrigation design shall be presented at 1" = 30' scale. Show plan features as shown on landscape plan. All irrigation equipment shall be new as mfg. By rainbird, hunter or approved equal. Street trees shall be watered with a min of two 6" pop up heads per tree pit or drip. All heads shall be mounted with swing pipe. Spray coverage to beds shall be 100%, of root ball/area spraying head to head. Covering all of roots & mulched beds while avoiding spraying over walks & on roads. Design of piping shall not exceed 5' per second velocity. Valves shall be commercial grade. All wiring shall be uf buriable wire. Color coded common is white (#12 gauge) and control is red (#14 gauge), splices shall be in valve boxes only by use of 3m dby wire connections. Each zone solenoid valve shall be in Commercial grade valve box and have an isolation gate valve. All piping shall be class 200 pvc with min 18" cover. Controllers shall have at least 2 open zones. It is to be installed in a stainless steel pedestal or wall mounted. The location shall be approved by the owner. A rain sensor shall be required to be mounted on approved lamp post, run wiring concealed in Conduit, coordinate with general contractor and owner for Location and mounting. Installation of irrigation shall not begin until such time as irrigation shop drawings and valve, head and material submittals has been approved. Contractor shall submit irrigation drawings, spray pattern and calculations 60 days after award of contract. Allow one week for review, resubmittal may be required. Sufficient Size water meter and tap to city water mains are a part of this system and cost. In addition contractor shall stake head locations with stake Flags for approval by landscape architect prior to any trenching work. It is the contractors responsibility to locate all utilities prior to design. All damage or conflicts shall be repaired by the contractor at no additional cost or delay to the owner.

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A1

END OF ADDENDUM #2

	ATTACHMENT "A1"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
ITEM NO.	DESCRIPTION	BID QTY	BID UNIT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS		$0.00
2	Engineering Controls	1	LS		$0.00
3	Unclassified Excavation and Haul-off	750	CY		$0.00
4	Asphalt Pavement Full Depth Removal (15" Depth) and Haul Off	500	SY		$0.00
5	Concrete Curb & Gutter Removal	1000	LF		$0.00
6	Storm Inlet Top Removal	5	EA		$0.00
7	Streetlight Concrete Foundation Removal	11	EA		$0.00
8	Concrete Sidewalk Removal	450	SY		$0.00
9	Miscellaneous Crushed Limestone (Engineer Directed)	50	TON		$0.00
10	Miscellaneous Concrete (Utility Conflicts)	15	CY		$0.00
11	Reset Sanitary Sewer Manhole Top	2	EA		$0.00
12	Inlet Protection	7	EA		$0.00

	ATTACHMENT "A1"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
13	Seed & Straw	1	AC		$0.00
14	Hybrid Bermuda Sod	1,000	SY		$0.00
15	Contractor Furnished Topsoil	300	CY		$0.00
16	Temp Construction Entrance: Install, Maintain and Remove	1	EA		$0.00
17	15" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill	8	LF		$0.00
18	Install Concrete Top and throat on Existing S Type Inlet	5	EA		$0.00
19	Curb Inlet Complete in Place	2	EA		$0.00
20	24" Concrete Curb & Gutter	990	LF		$0.00
21	24" Concrete Mountable Curb & Gutter with Fiber	107	LF		$0.00
22	6" Concrete Huntsville STD Median Curb	765	LF		$0.00
23	6" Thick Concrete Pavement WWF Reinforced to Include All Joints	200	SY		$0.00
24	1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer	800	TON		$0.00

	ATTACHMENT "A1"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
25	405A Tack	500	GAL		$0.00
26	301A Dense Graded Base. Type B, Plant Mixed 4"Thick	75	TON		$0.00
27	1.5" Depth Asphalt Milling	8,600	SY		$0.00
28	6" Concrete Slope Pavement (Island) with Fiber	95	SY		$0.00
29	4" Concrete Sidewalk with Stone Leveling Layer	650	SY		$0.00
~~30~~	~~Handicap Ramp to Include DWS and Check Walls~~	~~13~~	~~EA~~	~~$0.00~~	~~$0.00~~
31	24" White Thermo. Stop Bar	108	SF		$0.00
32	4" Dotted White Thermo. Traffic Stripe	547	LF		$0.00
33	4" Solid White Thermo. Traffic Stripe	201	LF		$0.00
34	6" Solid White Thermo. Traffic Stripe	980	LF		$0.00
35	4" Solid Yellow Thermo. Traffic Stripe	2,578	LF		$0.00
36	24" Channelization / Crosswalk Striping	813	SF		$0.00
37	Turn Arrow Marking Relective Thermo	303	SF		$0.00
38	"ONLY" Legend Relective Thermo	202	SF		$0.00

	ATTACHMENT "A1" CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				4/8/2022
39	4" Temporary Striping (Paint)	3,000	LF		$0.00
40	Traffic Signal Loop System Reinstallation Complete in Place (Heart of Huntsville at Clinton South Approach)	1	LS		$0.00
41	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS		$0.00
42	R1-1 Stop Sign and Post City Traffic Engineering Standards	1	EA		$0.00
43	R1-2 "Yield" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
44	R4-7 "Keep Right" Sign and Post City Traffic Engineering Standards	4	EA		$0.00
45	W5-1A "Wrong Way" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
46	"No Parking Pickup and Drop Off Only" Sign and Post City Traffic Engineering Standards	1	EA		$0.00
47	Landscaping (Complete and In Place)	1	LS		$0.00
48	Irrigation Allowance	1	LS		$0.00

	ATTACHMENT "A1"				4/8/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				
49	6" Irrigation Sleeves	65	LF		$0.00
50	4" HDPE Bore	350	LF		$0.00
51	24" Diameter Reinforced Concrete Streetlight Foundations, 6' Long	11	EA		$0.00
52	Contractor to Reinstall COH Furnished Streetlights and Poles	11	EA		$0.00
53	2" Non-Metallic Conduit Complete in Place	1,200	LF		$0.00
54	#2 Triplex 600V UG Cable Complete in Place	1,700	LF		$0.00
55	12" x 12" Quazite Box Complete in Place	15	EA		$0.00
56	327A Plant Mixed Black Base	300	TON		$0.00
57	DWS for Handicap Ramp	115	SF		$0.00
58	6" Wide Concrete Check Walls Varying Height from 6" to 12"	200	LF		$0.00
59	Geotextile Separation Fabric Tensar BX1200450	150	SY		$0.00
	TOTAL BASE BID				$0.00

	ATTACHMENT "A1"				**4/8/2022**
	CONSTELLATION PHASE I ROW IMPROVEMENTS **Project No. 71-22-SP26** **UNIT BID SHEET**				
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ **SIGNATURE**_____ **DATE**_____				

HUNTSVILLE

Kathy Martin, P.E.
Director
City Engineer

Urban Development Department
Engineering Division

CONSTELLATION PHASE I ROW IMPROVEMENTS

Project No. 71-22-SP26
April 19, 2022

Addendum #3

Attachment "A1" is amended as follows:
Replace bid quantities with "replacement", **Attachment "A2".** Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A2".** Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

QUANTITY REVISIONS

Delete

~~48~~	~~Irrigation Allowance~~	~~1~~	~~LS~~	

Add

48	**Irrigation Allowance**	**1**	**LS**	**$30,000.00**

CLARIFICATIONS

- Size for all signs is 36" x 36"

Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at www.huntsvilleal.gov/engineeringbids. Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.

Attachments: Revised Quantities-Attachment A2

END OF ADDENDUM #3

	ATTACHMENT "A2"				4/19/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS **Project No. 71-22-SP26**				
	UNIT BID SHEET				
ITEM NO.	**DESCRIPTION**	**BID QTY**	**BID UNIT**	**BID UNIT PRICE**	**BID AMOUNT**
1	Mobilization	1	LS		$0.00
2	Engineering Controls	1	LS		$0.00
3	Unclassified Excavation and Haul-off	750	CY		$0.00
4	Asphalt Pavement Full Depth Removal (15" Depth) and Haul Off	500	SY		$0.00
5	Concrete Curb & Gutter Removal	1000	LF		$0.00
6	Storm Inlet Top Removal	5	EA		$0.00
7	Streetlight Concrete Foundation Removal	11	EA		$0.00
8	Concrete Sidewalk Removal	450	SY		$0.00
9	Miscellaneous Crushed Limestone (Engineer Directed)	50	TON		$0.00
10	Miscellaneous Concrete (Utility Conflicts)	15	CY		$0.00
11	Reset Sanitary Sewer Manhole Top	2	EA		$0.00
12	Inlet Protection	7	EA		$0.00

	ATTACHMENT "A2"				4/19/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				
13	Seed & Straw	1	AC		$0.00
14	Hybrid Bermuda Sod	1,000	SY		$0.00
15	Contractor Furnished Topsoil	300	CY		$0.00
16	Temp Construction Entrance: Install, Maintain and Remove	1	EA		$0.00
17	15" RCP CL 3 Storm Pipe to Include Excavation and Stone Backfill	8	LF		$0.00
18	Install Concrete Top and throat on Existing S Type Inlet	5	EA		$0.00
19	Curb Inlet Complete in Place	2	EA		$0.00
20	24" Concrete Curb & Gutter	990	LF		$0.00
21	24" Concrete Mountable Curb & Gutter with Fiber	107	LF		$0.00
22	6" Concrete Huntsville STD Median Curb	765	LF		$0.00
23	6" Thick Concrete Pavement WWF Reinforced to Include All Joints	200	SY		$0.00
24	1.5" Thick 424A 1/2" Max Agg. Asphalt Wearing Layer	800	TON		$0.00

	ATTACHMENT "A2"				4/19/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26 UNIT BID SHEET				
25	405A Tack	500	GAL		$0.00
26	301A Dense Graded Base. Type B, Plant Mixed 4"Thick	75	TON		$0.00
27	1.5" Depth Asphalt Milling	8,600	SY		$0.00
28	6" Concrete Slope Pavement (Island) with Fiber	95	SY		$0.00
29	4" Concrete Sidewalk with Stone Leveling Layer	650	SY		$0.00
~~30~~	~~Handicap Ramp to Include DWS and Check Walls~~	~~13~~	~~EA~~	~~$0.00~~	~~$0.00~~
31	24" White Thermo. Stop Bar	108	SF		$0.00
32	4" Dotted White Thermo. Traffic Stripe	547	LF		$0.00
33	4" Solid White Thermo. Traffic Stripe	201	LF		$0.00
34	6" Solid White Thermo. Traffic Stripe	980	LF		$0.00
35	4" Solid Yellow Thermo. Traffic Stripe	2,578	LF		$0.00
36	24" Channelization / Crosswalk Striping	813	SF		$0.00
37	Turn Arrow Marking Relective Thermo	303	SF		$0.00
38	"ONLY" Legend Relective Thermo	202	SF		$0.00

	ATTACHMENT "A2"				4/19/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
39	4" Temporary Striping (Paint)	3,000	LF		$0.00
40	Traffic Signal Loop System Reinstallation Complete in Place (Heart of Huntsville at Clinton South Approach)	1	LS		$0.00
41	Temporary Traffic Control (All Phases and Traffic Configurations)	1	LS		$0.00
42	R1-1 Stop Sign and Post City Traffic Engineering Standards	1	EA		$0.00
43	R1-2 "Yield" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
44	R4-7 "Keep Right" Sign and Post City Traffic Engineering Standards	4	EA		$0.00
45	W5-1A "Wrong Way" Sign and Post City Traffic Engineering Standards	2	EA		$0.00
46	"No Parking Pickup and Drop Off Only" Sign and Post City Traffic Engineering Standards	1	EA		$0.00
47	Landscaping (Complete and In Place)	1	LS		$0.00
48	Irrigation Allowance	1	LS	$30,000.00	$30,000.00

	ATTACHMENT "A2"				4/19/2022
	CONSTELLATION PHASE I ROW IMPROVEMENTS Project No. 71-22-SP26				
	UNIT BID SHEET				
49	6" Irrigation Sleeves	65	LF		$0.00
50	4" HDPE Bore	350	LF		$0.00
51	24" Diameter Reinforced Concrete Streetlight Foundations, 6' Long	11	EA		$0.00
52	Contractor to Reinstall COH Furnished Streetlights and Poles	11	EA		$0.00
53	2" Non-Metallic Conduit Complete in Place	1,200	LF		$0.00
54	#2 Triplex 600V UG Cable Complete in Place	1,700	LF		$0.00
55	12" x 12" Quazite Box Complete in Place	15	EA		$0.00
56	327A Plant Mixed Black Base	300	TON		$0.00
57	DWS for Handicap Ramp	115	SF		$0.00
58	6" Wide Concrete Check Walls Varying Height from 6" to 12"	200	LF		$0.00
59	Geotextile Separation Fabric Tensar BX1200450	150	SY		$0.00
	TOTAL BASE BID				$30,000.00

	ATTACHMENT "A2"				**4/19/2022**
	CONSTELLATION PHASE I ROW IMPROVEMENTS **Project No. 71-22-SP26**				
	UNIT BID SHEET				
	ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT,MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.				
	COMPANY_____ **SIGNATURE**_____ **DATE**_____				

CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with SJ&L General Contractor, L.L.C., in the amount of EIGHT HUNDRED NINE THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS ($809,415.00), for Constellation Phase I, ROW Improvements, Project No. 71-22-SP26, which is being submitted to the City Council of the City of Huntsville for approval on this the 28th day of April, 2022, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

_____

Kathy Martin
Director of City Engineering
City of Huntsville

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

Representation Pursuant to Code of Alabama) § 41-16-5 (b)

By signing this contract, SJ&L General Contractor, L.L.C., represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SJ&L General Contractor, L.L.C.
(Company)

BY: _____
(Authorized Representative)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0335

Department: **General Services**

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

Resolution authorizing an agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Iceplex Parking Lot.

Resolution No.

Finance Information:

Account Number: 4013-14-00000-521022-00000000

City Cost Amount: $22,478.00

Total Cost: $22,478.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Contract for construction materials testing, ADEM and special inspections for the parking lot renovation and expansion at the Iceplex.

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and GTEC Corporation for engineering services for the John Hunt Park Iceplex Parking Lot, located at 3185 Leeman Ferry Road, Huntsville, Alabama in the amount of Twenty Two Thousand Four Hundred Seventy Eight and 00/100s ($22,478.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and GTEC Corporation consisting of a total of seventeen (17) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
GTEC CORPORATION

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

GTEC Corporation
412 Governors Drive
Huntsville, Alabama 35801

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: John Hunt Park Iceplex Parking Lot
General Project Description: Construction Materials Testing, Special Inspections and ADEM Inspections

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **April 29, 2022**. The final completion date for the completion of the Project shall be approximately **December 29, 2022**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the **Huntsville Ice Complex Parking Lot Improvements** as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", the Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.4.3 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.4.4 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.4.5 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.4.6 As relates to materials testing and inspection services performed herein, the Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner and the Project Architect that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with

the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.4.8 In accordance with Section 7.7 herein, the Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

1.6.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.7 PERSONNEL

1.7.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jeremy Jess	**P.E**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.7.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	Work Telephone	Cell Telephone
Jeremy Millich		**256-427-5236**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **$22,478.00** (Twenty Two Thousand Four Hundred Seventy Eight Dollars and N0/100s**)** with an additional reimbursable amount of $3,000.00**.** These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.4 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the

Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

7.2.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

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

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

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

The Engineer shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Engineer shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by the same insurance company.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

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

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

$ 1,000,000 Each Occurrence

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease
$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

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

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

1. General Liability and Automobile Liability Coverage's Only:

a. **T**he City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Architect. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Engineer’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Architect's insurance and shall not contribute to it.

c. Engineer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V**.**

E. VERIFICATION OF COVERAGE:

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

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER

SEAL

By:

(SIGNATURE)

GTEC Corporation
412 Governors Drive
Huntsville, AL 35801

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle
By:

(SIGNATURE)

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

(DATE OF EXECUTION)

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

April 6, 2022

EXHIBIT A

City of Huntsville
General Services Department
615 Washington Street
Huntsville, Alabama 35801

ATTN: Mr. Jeremy Millich

SUBJECT: Proposal for Construction Services
Huntsville Ice Complex Parking Improvements
Huntsville, Alabama
GTEC Proposal No. 0554-P

Ladies and Gentlemen,

GTEC, LLC (GTEC) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule, and presents the associated compensation for our services. Our General Terms and Conditions are attached and incorporated as part of the proposal.

PROJECT INFORMATION

Based on our email correspondence on April 5, 2022, with Mr. Jeremy Millich, we understand the existing parking area will be improved to expand parking capacity. A site plan drawing was provided to GTEC illustrating the two-phase improvements to the asphalt paved parking lot. The existing parking will be demolished, and new drainage structures and pavements will be constructed. We are unaware of any previous geotechnical exploration work performed at this site.

SCOPE OF SERVICES

From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

- **Laboratory Testing in Support of Field Density Testing**: After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.

  Please Note: Laboratory Proctor testing determines a material's maximum dry density and optimum moisture content and can typically be completed in approximately 3 to 4 working

days. While the field density testing discussed below will provide in-place density and moisture content, the laboratory Proctor must be completed to determine a "percent compaction". A site visit should be scheduled at least 3 days prior to any planned field density testing so our representatives can obtain representative samples for the laboratory testing. Our personnel can obtain the laboratory sample at the same time as the in-place density and moisture testing; however, it will take 3 to 4 days to complete the laboratory testing and determine and report the "percent compaction".

- **Proofrolling Observations**: Our personnel can visually evaluate subgrade soil conditions in areas planned to receive structural fill, or in areas that have been filled to the finished grades. Proofrolling may help to identify areas which pump, rut, or deflect under passage of construction equipment.

- **Density Testing**: Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed by either the Drive Cylinder Method or the Nuclear Density Method.

- **Concrete Sampling and Compressive Strength Testing**: During placement of fresh concrete, our personnel can perform air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by an GTEC project manager and forwarded to you.

  The client and contractor should understand GTEC does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

- **Density Testing of Compacted Aggregate Base Course**: After the dense graded aggregate has been placed and compacted, our personnel can perform density testing by either the Sand Cone Method or Nuclear Density Method.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Special Inspection Testing and Observations in accordance with the International Building Code.
- Certification of density testing results for periodic testing and observations. Please be aware that density testing performed on a "part-time" or periodic basis will represent the compaction and moisture at the tested depths and locations only at the time our testing is performed.

- Density testing for utility backfill.
- We assume the contractor (or appropriate subcontractor) will provide their own competent person for OSHA related excavation evaluations.
- Observation and documentation of steel reinforcing.
- Masonry wall construction observations.
- Floor flatness/levelness testing.
- Asphalt testing during production. We assume the asphalt paving contractor will perform their own quality control testing during placement.
- Asphalt testing.
- Surveying. Any locations and/or elevations reported by our personnel will be estimated by their relation to surrounding features at the site and should be considered approximate.
- Civil/Architectural design services.

As the project advances, we would be happy to incorporate the applicable portions of these excluded services into an addendum to this proposal, if needed.

CLIENT RESPONSIBILITIES

- Plans and Specifications: Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager at the following email address.

  Jeremy C. Jess, P.E.
  jjess@gteccorp.com

  Note: If project plans and specifications are not available at the time grading begins, we will assume compaction requirements will be 98 percent of the standard Proctor, maximum lift thicknesses will be 8 inches, and the fill will have a minimum unit weight of 90 pounds per cubic foot (pcf) and a maximum plasticity index of 35.

- Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services. We require a minimum 48-hour notification when our services will be needed during night-time work, weekends, and/or the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day. When these holidays occur on a weekend, GTEC observes the holiday by closing our offices the Friday prior to, or the Monday following, the holiday.

  As discussed above, please coordinate a site visit to obtain representative soil and/or dense graded aggregate samples for laboratory Proctor testing at least 3 days prior to any scheduled field density testing.

  When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible

for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.

- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8 inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8 inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8 inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8 inch cylinders, please notify us.

- Report Distribution: Provide us with all applicable names and addresses for report distribution.

- Verification of Proposed GTEC Testing Methods: Confirm that the proposed testing methods (sand cone, drive tube, and/or nuclear density gauge) meet the test method requirements of the project specifications and/or any other requirements (State, County, City, etc.) associated with this project.

COMPENSATION

As requested, we have prepared and attached Fee Estimate for our services. Based on the scope of work requested, assumed schedule, and the quantities and rates shown on the attached Fee Estimate, we estimate our fees will be on the order of $22,478.00. Since our services are dependent on the contractor's schedule and the number of trips requested, please verify that our assumptions and/or quantities are consistent with the project schedule. We will not exceed the above amount without your prior approval.

AUTHORIZATION

Our General Terms and Conditions are attached and are incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and/or if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to GTEC that you have reviewed the proposal and the General Terms and Conditions and hereby accept both as written.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended unless the changes are first agreed to in writing by the Client and GTEC. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by GTEC.

CLOSING REMARKS

GTEC appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this proposal, please do not hesitate to contact us at your convenience.

Respectfully,
GTEC

Austin D. Moon, CWI
Construction Services Manager

Jeremy C. Jess, P.E.
Partner

Attachments: GTEC Fee Schedule
Fee Estimate
General Terms and Conditions

To Authorize this Proposal, please sign below:

Printed Name/Title	Company Name
Signature and Date	Billing Address
	Accounts Payable Email Address

GTEC

Geotechnical Testing & Environmental Consultants

Personnel Rates	Rate
Field Tech Level 1 (Soil Density, Concrete sample, or Traffic Control)	$52.00 hourly
Field Tech Level 2 (NCAT - Asphalt, Masonry Observation)	$62.00 hourly
Steel Inspector	$78.00 hourly
Administrative Personnel	$65.00 hourly
Staff Professional	$87.00 hourly
Project Manager	$125.00 hourly
Senior Engineer, Registered / Senior Project Manager	$135.00 hourly
Principal Engineer	$160.00 hourly
Additional Services/Equipment Charges	**Rate**
Nuclear Gauge Rental	$40.00 day
Concrete Equipment (Includes slump cone, air meter, and unit weight bucket)	$40.00 day
Truck Daily Charge	$50.00 trip
Mileage in addition to Trip Charge (in excess of 40 mile radius)	$0.67 mile
Lab Tests	**Rate**
Moisture Content	$10.00 each
Atterberg Limits, ASTM D423 and D424	$85.00 each
Standard Proctor compaction test, ASTM D698	$130.00 each
Modified Proctor compaction test, ASTM D1557	$145.00 each
Concrete cylinders, lab cure, compressive test & report	$25.00 each
Construction Stormwater Permitting/Inspecting	**Rate**
NPDES Permit Application, per site (20% Markup)	$1,662.00 app
Prepare eNOI	$600.00 each
NPDES Monthly Monitoring Service, per inspection (< 30 miles from GTEC)	$360.00 insp
NPDES Permit Final Report and Termination/Close-out	$400.00 each
CBMPP, Design and Application of CBMPP	$1,700.00 each

Note:

* All rates will remain in effect through the duration of the project.
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.
* Additional project specific tests can be priced upon request.
* A minimum of 2 hours will be charged per trip for any work performed.

412 Governors Drive Huntsville, AL 35801
info@gteccorp.com | www.gteccorp.com
o: 256.541.0165

GTEC

FEE ESTIMATE

Job Name: Huntsville Ice Complex Parking Improvements
Location: Huntsville, AL
Proposal No.: 554

Estimate by: Jeremy Jess
Date: 4/6/2022

General Information and Assumptions

Based on general review of the provided site plan.
Based on a standard work schedule of 5 days per week, 8 hours per day.
This estimate is based on anticipated quantities and durations from GTEC's review of a site plan received in an email from Mr. Jeremy Millich on April 6, 2022.

Site Evaluation/ Proofrolls (Estimated 6 site visit)	Qty.	Cost	Unit	Subtotal
Project Manager/Engineer	24	$ 125.00	hr.	$ 3,000.00
Truck Daily Charge	6	$ 50.00	trip	$ 300.00
			SUBTOTAL:	$ 3,300.00

Earthwork Soil Testing (Estimated 10 trips for density testing)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1	40	$ 52.00	hr.	$ 2,080.00
Soil Proctor	2	$ 130.00	hr.	$ 260.00
Atterberg Limits Testing	2	$ 85.00	hr.	$ 170.00
Equipment Charge	10	$ 40.00	hr.	$ 400.00
Truck Daily Charge	10	$ 50.00	trip	$ 500.00
			SUBTOTAL:	$ 3,410.00

Cast-in-Place Concrete (Estimated 8 pours)	Qty.	Cost	Unit	Subtotal
Field Technician Level 1 (including pick-up)	48	$ 52.00	hr.	$ 2,496.00
Concrete Test Cylinders	40	$ 25.00	ea.	$ 1,000.00
Equipment Charge	8	$ 40.00	ea.	$ 320.00
Truck Daily Charge	8	$ 50.00	trip	$ 400.00
			SUBTOTAL:	$ 4,216.00

Stormwater Inspections (Estimated 2 site visits per month for 6 months)	Qty.	Cost	Unit	Subtotal
Prepare eNOI	1	$ 600.00	ea.	$ 600.00
CBMPP, Design and Application of CBMPP	1	$ 1,700.00	ea.	$ 1,700.00
NPDES Permit Application (w/ 20% Markup)	1	$ 1,662.00	ea.	$ 1,662.00
NPDES Monthly Monitoring Service	12	$ 360.00	ea.	$ 4,320.00
			SUBTOTAL:	$ 8,282.00

Project Management (Report review and preparation, field support, scheduling, etc.)	Qty.	Cost	Unit	Subtotal
Administrative Services	8	$ 65.00	hr.	$ 520.00
Project Manager	22	$ 125.00	hr.	$ 2,750.00
			SUBTOTAL:	$ 3,270.00
			TOTAL: $	22,478.00

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0336

Department: **General Services**

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

Resolution authorizing the Mayor to execute Modification #3 between the City of Huntsville and Chapman Sisson Architects for the Joe Davis Stadium Renovation.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523021-00000000

City Cost Amount: $ 295,745.00

Total Cost: $2,316,185.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Modification #3 to include an additional $295,745.00 for additional architectural and engineering services to include full furniture, fixtures & equipment (FF&E) package design, building signage design package, additional design services for the locker room revisions, additional concession building and design coordination with existing structural conditions.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1519

Department: **General Services**

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

Resolution authorizing the Mayor to execute Modification #2 between the City of Huntsville and Chapman Sisson Architects for the Joe Davis Stadium Renovation

Resolution No.

Finance Information:

Account Number: 3020-14-00000-523021-00000000

City Cost Amount: $ 295,745.00

Total Cost: $2,316,185.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Modification #3 to include an additional $295,745.00 for additional architectural services, additional mechanical and plumbing services, additional electrical engineering, and additional structural engineering.

RESOLUTION NO. 21-_____

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. 3 to the Agreement by and between the City of Huntsville and Chapman Sisson Architects for the additional amount of Two Hundred Ninety Five Thousand Seven Hundred Forty Five Dollars and NO/100's ($295,745.00) for a total amount of Two Million Three Hundred Sixteen Thousand One Hundred Eight Five Dollars and NO/100's ($2,316,185.00) for Architectural Services for the Joe Davis Stadium Renovation located at 3125 Leeman Ferry Road, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 3 to the Standard Agreement between the City of Huntsville and Chapman Sisson Architects, consisting of fourteen (14) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA	)	Modification No.3 to the
	)	Agreement Between the
COUNTY OF MADISON	)	City of Huntsville, Alabama
		and Chapman Sisson Architects
		Dated, November 7, 2019
		as adopted by Resolution No. 19-1066

MODIFICATION NO. 3

THIS MODIFICATION TO AN AGREEMENT is entered into on this the 28 th day of April, 2021 by and between the City of Huntsville, Alabama (Owner) and Chapman Sisson Architects as adopted by Resolution 19-1066 on November 7, 2019. The City of Huntsville does hereby modify the contract to continue providing Architectural services for the Joe Davis Stadium Renovation.

WHEREAS, at the time of hire, the scope of work for the Joe Davis Stadium Renovation was for the architectural engineering services for the conversion of an existing baseball stadium into a multi-use sports facility to host football and soccer.

WHEREAS, the scope of work for design services listed in Attachment "A" of the Agreement Between the City of Huntsville, Alabama and Chapman Sisson Architects dated November 7, 2019 as adopted by Resolution No. 19-1066, and Attachment "A-2" dated June 25, 2020 as adopted by Resolution No. 20-551 and Attachment "A-3" dated April 20, 2021 as adopted by Resolution 21-470 is hereby to include the scope of work listed in the attached proposal dated March 15, 2022, from Chapman Sisson Architects, and Attachment "A-4".

NOW THEREFORE BE IT RESOLVED that the parties agree to modify the Agreement as indicated in the recitals above to include all portions of Attachment "A," Attachment "A-2" and Attachment A-3 to include Attachment A-4 from Chapman Sisson Architects dated March 15, 2022, which shall be known as Attachment "A-4."

BE IT FURTHER RESOLVED that the previously established Not to Exceed amount of Two Million Twenty Thousand Four Hundred Forty Dollars and NO/100's ($2,020,440.00) for these professional services is hereby increased by the amount of Two Hundred Ninety Five Thousand Seven Hundred Forty Five Dollars and NO/100's ($295,745.00) thereby modifying the Not To Exceed Amount to be Two Million Three Hundred Sixteen Thousand One Hundred Eight Five Dollars and NO/100's ($2,316,185.00).

All other terms and conditions remain unchanged.

CONTRACTOR

SEAL

Robert Mercer

By:

_____

(SIGNATURE)

Robert Mercer
Chapman Sisson Architects
305 Church Street SW #805
Huntsville, AL 35801

_____

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

_____

(SIGNATURE)

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

_____

DATE OF EXECUTION)

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

ATTACHMENT A

Chapman Sisson ARCHITECTS

October 8, 2019

Mr. Ricky Wilkinson
General Services Director
City of Huntsville
2411 9th Avenue
Huntsville, Alabama 35805

Project: Joe Davis Stadium Renovation
CSA Project No. 19023

Subject: Fee Agreement

Ricky:

Chapman Sisson Architects is pleased to present this fee proposal for architectural services for the renovation of Joe Davis Stadium. We understand the general project scope as follows:

Scope of Services

- Upgrade of existing structure to meet current seismic code requirements.
- Removal of some existing seating to reduce capacity, and provide a better spectator experience, adding retaining walls and grass berms where appropriate.
- Replace existing natural grass baseball field surface with new synthetic field to accommodate football and soccer use.
- Add grandstands to the east (visitor) side of field, and associated walkways and retaining walls.
- Removal of existing private boxes to create an outdoor spectator terrace, retaining some boxes at the 50 yard line to repurpose as a new press box.
- Upgrade of existing locker room facilities, concession areas and offices.
- Renovation of exterior of the stadium to include some John Hunt Park standards, and help it become a northern "anchor" to the Park. This includes, but is not limited to, wrought-iron style fencing and columns, CMU column wraps, new roofing and lighting.
- Upgrade concrete entry plaza.
- Survey of gravel lot directly north of John Hunt Festival Grounds and area to include the terminus of Jaycee Way (Alternate 1 Survey Area)
- Renovation of existing parking areas directly west and south of the stadium (Alternate 2 Design Task).
- Design of parking area at location of gravel lot directly north of John Hunt Festival grounds (Alternate 3 Design Task)
- Design of Jaycee Way connector and traffic circle (Alternate 4 Design Task)

Chapman Sisson Architects will provide the following services for this project: Architectural and Interior Design, , Structural Engineering, Mechanical Engineering, Plumbing and Fire Protection Engineering, Electrical Engineering and Landscape/Irrigation Design. Our services will not include Geotechnical Engineering or Hazardous Material Testing and Removal.

Project Budget and Fee Calculation

The fee will be based on a budget provided by the City of Huntsville of **$8,000,000.**
It is understood that several portions of the project (i.e. civil work) will be performed by the City of Huntsville.

Basic Services

Architectural Fee- (Chapman Sisson)	$391,010
Interior Design Fee (Chapman Sisson)	$ 30,500
Structural Engineering Fee (PEC Engineering)	$ 51,850
Mechanical/Plumbing/Fire Protection Fee (ESI, Inc)	$ 59,780
Electrical Engineering Fee (CCE, Inc)	$ 76,860
Base Civil Engineering Fee - (Johnson & Associates)	$ 66,030
TOTAL A/E/Consultants Fee	**$676,030**

Other Services

Athletic Field and Landscape Consultant (Holcomb Norton Partners)	$33,000
Base Topographic Survey (Johnson & Associates)	$56,375
Alternate 1 Survey Area- Topographic Survey (Johnson & Associates) Parking Lot Lighting Design (CCE)	$27,500
Alternate 2 Design Task– Renovate Existing Parking Lots West and South of Stadium (Johnson & Associates) Parking Lot Lighting Design (CCE)	$76,662
Alternate 3 Design Task– Design of Parking Area South of Alternate 2 (Johnson & Associates)	$63,518
Alternate 4 Design Task- of Jaycee Way Connector and Traffic Circle (Johnson & Associates)	$132,000
TOTAL Fee with Other Services Included	**$1,065,085**

Based on the budget listed above, we will invoice monthly based on the following percentages of completion:

Schematic Design	20%
Design Development	15%
Construction Documents	45%
Bidding/Negotiation	5%
Construction Administration	15%

Additional Fee For Scope Change

The architectural fee shall be revised accordingly if Owner chooses to increase the project scope or increase the project budget. The Alabama State Fee Schedule rates will be used to determine any fee increases.

The Architect shall be paid a design fee for any Additive Bid Alternates included in the bid documents at the Owner's request, whether or not the Additive Bid Alternates are accepted and the work constructed. The Bid Alternate Design Fee covers Schematic Design, Design Development, Construction Documents and Bidding and Negotiation phases of work required to design and document such Bid Alternates, and shall be equal to 85% of the project fee applied to the lowest responsible bid received for each unaccepted Bid Alternate.

Design Team

Chapman Sisson Architects will use the following consultants on this project:

Johnson & Associates – Civil Engineering
PEC Structural Engineering – Structural Engineering
Engineered Solutions, Inc. (ESI) – Mechanical, Plumbing and Fire Protection Engineering
Construction Consulting Engineering (CCE)– Electrical Engineering
Holcomb Norton Partners (HNP) – Athletic Field Consultant

Hourly Rates

Any additional services fees (for CSA) as per the Standard Agreement will be billed at the following hourly rates:

Principal	$200
Senior Architect	$175
Architect 1	$150
Architect 2	$130
Interior Designer	$120
Interior Design Intern	$80
Office Management Staff	$75
Administrative	$60

Thank you for the opportunity to work with the City of Huntsville on this great project. We look forward to delivering a successful job that exceeds all expectations!

Robert Mercer
Sr. Architect
Design Director

Copy: File O PF 4
\Jobs\19023\Contract\ Fee Letter 2019/10/08 doc

305 Church Street SW, Suite 805, Huntsville, AL Phone: 256.533.1861 Fax: 256.533.6422

CONTRACTOR

SEAL

Robert Mercer

By:

Robert S Mercer

(SIGNATURE)

Robert Mercer
Chapman Sisson Architects
305 Church Street SW #805
Huntsville, AL 35801

6-10-2020

(DATE OF EXECUTION)

OWNER

SEAL

Tommy Battle

By:

T Battle

(SIGNATURE)

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

6/25/2020

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.

Chapman Sisson ARCHITECTS

ATTACHMENT A-2

June 8, 2020

Mr. George Wheatley
City of Huntsville
General Services Department
2411 9th Avenue
Huntsville, Alabama 35805

Project: Joe Davis Stadium Renovation
CSA Project No. 19037

Subject: Change Order Proposal to Original Design Fee

George:

Per the direction given by the City, I have proposed this change order to our original design fee set forth in our original Standard Agreement For Professional Architectural Services signed and dated on November 7, 2019 for the Joe Davis Stadium renovation project. This change order contains the following:

Additional Civil Engineering and Surveying (Johnson & Associates - See Attachment A)

Additional work includes performing engineering design for approximately 6,000 LF of storm drainage diversion piping in support of the Joe Davis Stadium renovation project. This work will result in a separate design package to be performed by the Public Works Department of the City of Huntsville. Chapman Sisson Architects will have additional coordination and management scope associated with this package (See Attachment C).

Audio/Visual Consulting Services (Soundbank – See Attachment B)

Additional work includes the design of stadium audio systems, digital scoreboards, and distributed audio/visual systems.

Total Fee Increase

Johnson & Associates		$186,458
	CSA 10% Markup	$18,646
Chapman Sisson Architects Additional Scope *(Attachment C)*		$8,800
Civil Change Order Fee		**$213,904**

Chapman Sisson ARCHITECTS

Soundbank A/V Consulting		$27,660
	CSA 10% Markup	$2,766
AV Change Order Fee		**$30,426**

TOTAL Change Order Fee **$244,330**

If this proposal meets your approval, please provide the appropriate signature below.

ARCHITECT

Robert Mercer

By:

(SIGNATURE)

Chapman Sisson Architects
305 Church Street, Suite 805
Huntsville, Alabama 35801

(DATE OF EXECUTION)

OWNER

Tommy Battle

By:

(SIGNATURE)

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

June 25, 2020
(DATE OF EXECUTION)

Chapman Sisson ARCHITECTS

ATTACHMENT A-3

April 20, 2021

Mr. George Wheatley
City of Huntsville
General Services Department
2411 9th Avenue
Huntsville, Alabama 35805

Project: Joe Davis Stadium Renovation
CSA Project No. 19037

Subject: Change Order No.2
Proposal to Original Design Fee

George:

Per the direction given by the City, I have proposed this Change Order No.2 to our original design fee set forth in our original Standard Agreement for Professional Architectural Services signed and dated on November 7, 2019 for the Joe Davis Stadium renovation project. This change order contains the following:

Additional Architectural Fee Based on Increased Estimate of Construction Cost - (See Attachment A)

Previous fee calculation was based on a project construction cost of $8M which rehabilitated the stadium for the purposes of high school football. Previous scope included ADA modifications, mechanical, plumbing, and electrical system modifications, and upgrades to the field to make the building operational for this purpose. Chapman Sisson Architects has been asked to proceed based on a new estimated construction cost of $19,824,104. This increase in construction cost is due in-part to the following additions and infrastructure, which will host a minor league professional soccer team:

- Upgraded concession areas and equipment
- New chair back seating
- New video scoreboard
- Two new stand-alone Concession Areas
- Increased landscaping and lighting
- New elevator
- New concrete paving and concourse
- Additional Terrace level Restrooms
- Field Level Athletic Storage Facility
- Upgraded field lighting to 100fc
- New soccer press boxes
- Audio/Visual system
- Private Field Level Boxes
- Media Broadcast Infrastructure
- Official's locker room
- Waterproofing of stadium interior
- New and expanded Locker Rooms
- New permanent Visitor Seating

305 Church Street SW, Suite 805, Huntsville, AL Phone: 256.533.1861 Fax: 256.533.6422

Chapman Sisson ARCHITECTS

Additional Civil Engineering and Surveying (Johnson & Associates - See Attachment B)

Additional work includes Additional Boundary and Topographic Surveys, Tract Sketches and Legal Descriptions for Easement Acquisitions, Re-Design of Southeast Parking Area and Coordination of Northeast Area to Accommodate Potential Development.

Total Fee Increase Summary

Chapman Sisson Architects		
Architecture/Design Change Order Fee		**$666,672**
Johnson & Associates		$40,321
	CSA 10% Markup	$4,032
Civil Engineering Change Order Fee		**$44,353**
	TOTAL Change Order Fee	**$711,025**

If this proposal meets your approval, please provide the appropriate signature below.

ARCHITECT

Robert Mercer

By:

(SIGNATURE)

Chapman Sisson Architects
305 Church Street, Suite 805
Huntsville, Alabama 35801

April 21, 2021

(DATE OF EXECUTION)

OWNER

Tommy Battle

By:

(SIGNATURE)

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

5-27-2021

(DATE OF EXECUTION)

HUNTSVILLE
The Star of Alabama

Chapman Sisson ARCHITECTS

Joe Davis Stadium Renovation - CSA Project No. 19037

Revised Fee Calculation Based On Increased Cost Estimate 4/7/21 ***4/20/2021***

Change Order No.2 -- April 20, 2021

Revised Building Cost including Alternates (April 7, 2021)	$19,824,104
Less Previous Cost Basis	($8,000,000)
Net New Construction Cost Scope	**$11,824,104**
Revised Fee Basis (Total A/E Fees)	$666,672

State Fee Schedule for $19.8m project = 5.6%

60% of total design is heavy renovation-
Therefore, CSA used 15% renovation markup for fee basis *(25% x 60% = 15%)*

Renovation factor of 15% = 5.6% x 1.15= 6.44%

revised cost	*% of const*	*AE fee*	
$19,824,104	6.44%	$1,276,672	
Subtract Original A/E Fee		($610,000)	*$8M x 7.625% = $610,000
TOTAL Revised Fee Add		**$666,672**	

Includes design for all add alternates through construction

Add Civil Engineering Modifications to Parking Lot Design (JA) -- *per proposal 3/10/21*		$44,353
Total Base Bid Fee Increase -- Change Order #2		**$711,025**
If Alternate #1 is not accepted for Construction *New Beer Cooler Fit-up at Concession #2* *New Kitchen Fit-up at Concession #4*	Deduct	($4,774)
If Alternate #2 is not accepted for Construction *South Terrace Floor Structure/Restrooms*	Deduct	($7,136)
If Alternate #3 is not accepted for Construction *Electrical Portion of Perforated Panels*	Deduct	($1,694)
If Alternate #4 is not accepted for Construction *A/V upgrades*	Deduct	($1,133)

Chapman Sisson ARCHITECTS

ATTACHMENT 4

March 15, 2022

Mr. Ricky Wilkinson
Director
General Services Department
City of Huntsville

Project: Joe Davis Stadium Renovation
CSA Project No. 19037

Subject: Fee Increase Due to Added Scope

Mr. Wilkinson:

Per your direction at our meeting on January 26th, Chapman Sisson and other members of their design team listed below are proposing this fee increase proposal due to work performed on additional scope outside of the original contracted amount on the Joe Davis Stadium project. This fee increase proposal is intended to be a Change Order to our original design fee set forth in our original Standard Agreement for Professional Architectural Services signed and dated on November 7, 2019, (and subsequent contract modifications). This change order proposal to our fee contains the following:

Summary of Additional Fees Based on Changes in Scope:

1. **Additional Architectural Services - Chapman Sisson Architects:**

   Additional Architectural Fees Incurred Are As Follows:

   - Full Furniture, Fixtures and Equipment (FFE) Package (CSA has historically charged 10% of FFE Cost) $49,000
   - Signage Consultant, Coordination, and additional Signage Design Package Due to Soccer Team Requirements (Not in Original Scope) $28,646
   - Increase of Renovation Factor From 15% to 21%, (increasing overall fee to 6.78%). (State Fee Schedule allows up to a 25% increase). Due to amount unforeseen conditions uncovered and increasing complexity and rework, the design team feels that 21% (out of 25%) is a fair percentage increase. $65,420
   - Meetings, Tours, and Marketing Renderings for Professional Soccer Team (Figured at current hourly rates) $10,435
   - Re-Packaging and Re-Design for Construction Set Including All V.E (Modified Construction set not currently in contract) $15,222
   - **Total Architectural Fee Increase** **$168,723**

2. **Additional Mechanical and Plumbing Services - Engineering Services, Inc.:**

   Additional Mechanical and Plumbing Fees Incurred Are as Follows:

   - Multiple versions of the Part 4 upper level requested.
   - High school locker room revision in Part 6 (alternate version removed from project).

- Multiple versions of the official's locker room in Part 6.
- Complete redesign of Part 2 concessions building.
- Multiple versions of alternate kitchen in Part 2 concession building.
- Existing concession buildings design (multiple changes) in Part 4 that was later removed, and new buildings added in their place.
- Heating and ventilation systems removed and replaced with air-conditioned space in Part 2 concession building.
- Heating and ventilation systems removed and replaced with air-conditioned spaces in Part 4 concession buildings.
- Heating and ventilation systems removed and replaced with air-conditioned space in Part 6 beer garden.
- Public Works Package (Not in Original PW Scope).
- Re-Packaging/Design for Construction Set Including All V.E.

Total Mechanical and Plumbing Fee Increase **$68,897**

3. **Additional Electrical Engineering - Construction Consulting Engineering:**

Additional Electrical Fees Incurred Are as Follows:

- Re-Packaging/Design for Construction Set $2,800
- Additional Public Works Package Scope $2,240
- **Total Electrical Fee Increase** **$5,040**

4. **Additional Structural Engineering – PEC Structural Engineering:**

Additional Structural Fees Incurred Are as Follows:

- Public Works Package (PEC scope not in original contract) $5,880
- Engineering and Design for Backflow Box (Request by Public Works) $3,540
- Re-Engineering for CMU When Redi-Rock Withdrew from Job $15,180
- Re-Design of Lateral Bracing System Around Exist Conc. Walls $4,425
- Re-Design of Grade Beams Due to Inaccurate Existing Building Drawings $7,860
- GC Requested Changes to Accommodate Cheaper Const. Sequencing $16,200
- **Total Structural Fee Increase** **$53,085**

Total Fee Increase Summary

Chapman Sisson Architects
Architecture/Design Change Order Fee **$168,723**

Engineering Services, Inc. (ESI)
Mechanical and Plumbing Change Order Fee **$68,897**

Construction Consulting Engineering (CCE)
Electrical Engineering Change Order Fee **$5,040**

PEC Structural Engineering
Structural Engineering Change Order Fee **$53,085**

TOTAL Change Order Fee **$295,745**

If this proposal meets your approval, please provide the appropriate signature below.

ARCHITECT

Robert Mercer
By:



(SIGNATURE)

Chapman Sisson Architects
305 Church Street, Suite 805
Huntsville, Alabama 35801

March 15, 2022

(DATE OF EXECUTION)

OWNER

City of Huntsville
Tommy Battle, Mayor
By:

(SIGNATURE)

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(DATE OF EXECUTION)

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0337

Department: **Urban Development**

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

Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Susan H. Faulkner, Jenny Ross Horton, Anna Blythe Weaver, and Gregg P. Blythe, for the purchase of approximately 23.898 acres of real property in Limestone County.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $2,605,000.00

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Cost to the City is $2,605,000.00.

Department: **Urban Development**

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

Resolution authorizing the Mayor to enter into an Option to Purchase Real Estate Agreement among the City of Huntsville, Susan H. Faulkner, Jenny Ross Horton, Anna Blythe Weaver, and Gregg P. Blythe, for the purchase of approximately 23.898 acres of real property in Limestone County.

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Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cost to the City is $2,605,000.00.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to execute and enter into that certain Option to Purchase Real Estate, by and between the City of Huntsville, an Alabama municipal corporation, and Susan H. Faulkner, Jenny Ross Horton, Anna Blythe Weaver, and Gregg P. Blythe, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Option to Purchase Real Estate between the City of Huntsville and Susan H. Faulkner, Jenny Ross Horton, Anna Blythe Weaver, and Gregg P. Blythe," consisting of twelve (12) pages including Exhibit "A", and the date of April 28th, 2022, 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-Treasurer of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to exercise and perform the Option to Purchase Real Estate, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to assign or amend said document, to exercise said option to purchase, and the authority to execute any and all such documents, including closing documents, relevant or relating to effect and/or complete the real estate transaction contemplated therein.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

OPTION TO PURCHASE REAL ESTATE

This OPTION TO PURCHASE REAL ESTATE (this "Agreement") is made and entered into as of the 28th day of April, 2022 (the "Effective Date"), by and between the **City of Huntsville,** an Alabama municipal corporation (the "City" or "Purchaser"), and **Susan H. Faulkner**, a married woman, **Jenny Ross Horton**, a married woman, **Anna Blythe Weaver**, a married woman, and **Gregg P. Blythe**, a married man (collectively "Seller" or "Owner").

WHEREAS, Seller is the owner of certain real estate located in Limestone County, Alabama, consisting of approximately 23.898 acres, more or less, identified by Limestone County Revenue Commission records as Parcel 44-17-08-34-0-000-008.002, and being more particularly described and/or depicted on Exhibit "A" attached hereto together with all improvements thereon and all appurtenances, easements, rights of way, water and water rights (including but not limited to wells, canals, and reservoirs), pumps, pipes, flumes and ditches and ditch rights, water stock, ditch and/or reservoir stock or interests, royalties, development rights and credits, air rights, minerals of every kind, mineral rights, oil rights, and gas rights, and any fixtures or evidence related thereto, whether now or later used or useful in connection with, appurtenant to or related thereto, whether appropriated or unappropriated, tributary or non-tributary, and decreed or undecreed (hereinafter collectively referred to as the "Property"); and

WHEREAS, the City desires to obtain from Owner an exclusive option to purchase the Property.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Option. For and in consideration of Ten Thousand and 00/100 Dollars ($10,000.00) and other good and valuable consideration in hand paid to the Owner ("Option Fee"), the receipt and sufficiency of which are hereby acknowledged by the Owner, the Owner hereby grants to Purchaser an exclusive right and option (the "Option") to purchase the Property, or any part thereof, from time to time, at the purchase price and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price for the Property shall be TWO MILLION SIX HUNDRED AND FIVE THOUSAND AND 00/100 DOLLARS ($2,605,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Owner in cash or other immediately available funds upon the delivery of the Deed to the Property and upon satisfaction of all other closing conditions set forth in this Agreement.

3. Option Term; Extension. The term of the Option herein granted is for an initial period of ninety (90) days commencing on the date this Agreement is duly executed by all parties, and expiring at midnight ninety (90) days thereafter (the "Initial Term"). Provided, however, that Purchaser may extend the term of the option for an additional forty-five (45) days

President of the City Council of the
City of Huntsville, Alabama
Date: April 28, 2022

("Extension Term"), upon written notice to Owner and the payment of Ten Thousand Dollars ($10,000.00) prior to the expiration of the Initial Term ("Extension Fee"). If the Option is not exercised or extended in writing prior to expiration, this Option shall automatically and without notice expire and any consideration (*i.e.*, the Option Fee or Extension Fee, if any) therefore shall be retained by Owner, and neither party shall have any further liability or obligation hereunder.

4. Exercise of Option. Notice of election by Purchaser to exercise the Option shall be delivered to Owner in accordance with the Notice provision provided in Section 23 below.

5. No Obligation to Purchase. Nothing in this Agreement is intended or shall operate to require Purchaser to purchase the Property from Owner.

6. Preliminary Title Commitment; Survey. Purchaser shall obtain a title commitment to issue an owner's policy of insurance from Wilmer & Lee, P.A. ("Title Commitment"), with the owner's title policy premium to be paid by Purchaser at Closing, to be issued in accordance with commercially reasonable standards and insuring Purchaser with fee simple, good and marketable title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, rights-of-way, easements and other matters of record, except for the Permitted Exceptions. "Permitted Exceptions" shall mean (i) ad valorem taxes for the current year not yet due and payable, (ii) easements for the installation or maintenance of public utilities servicing the Property, (iii) easements, restrictions, rights-of-way 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 or Survey (defined herein), or (v) such other matters, if any, as may be acceptable to Purchaser. Purchaser, at its expense, may obtain a survey of the Property prepared by a reputable registered public land surveyor licensed by the State of Alabama, containing a metes and bounds description of the Property (the "Survey"). The Property shall be conveyed by Owner to Purchaser free and clear of any and all liens, except for the Permitted Exceptions.

7. Closing. The purchase and sale of the Property and the transaction shall be closed ("Closing") at the law offices of Wilmer & Lee, P.A., located at 100 Washington Street, Huntsville, Alabama 35801 ("Closing Agent"), on or within sixty (60) days after Purchaser's exercise of the Option, or at such date and time as may be mutually agreed upon by the parties (the "Closing Date"), Provided, however, if there are any encumbrances or liens that remain in effect or unsatisfied, or title is otherwise not acceptable to Purchaser at that time, the sale shall be closed within thirty (30) days after title is made acceptable to Purchaser. 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. Owner shall deliver the following items to Closing Agent at Closing:

a. General warranty deed conveying good and marketable fee simple title in the Property to Purchaser subject only to the Permitted Exceptions ("Deed");

b. Recorded or recordable releases terminating or releasing all monetary liens, if any;

c. An owner's affidavit, and any instrument, such as a corrective or quitclaim deed, company/trust certificate, or scrivener's or heirship affidavit, or similar document necessary to clear title, that the title company or Closing Agent may require to issue an updated title commitment and an owner's policy, including, if necessary, a quitclaim deed to the Property using the legal description obtained from the Survey; and

d. All other documents reasonably requested by Closing Agent or Purchaser necessary to carry out the transaction contemplated by this Agreement, including but not limited to, mandatory IRS or tax disclosures, a settlement statement, any corporate or company documents, certifications, or resolutions, broker's affidavits, and other customary documents establishing Owner is duly authorized and empowered to enter into this Agreement and/or to perform its obligations hereunder.

8. Contingencies. This Agreement shall be contingent upon review and approval by the City Council of the City of Huntsville.

9. Taxes. Ad valorem taxes on the Property shall be prorated as of the date of the delivery of the deed such that Owner will be responsible for any taxes due on the Property up to the Closing Date and Purchaser will be responsible for the taxes on the Property after the Closing Date.

10. Condition of Property. Purchaser is responsible for its own inspection and examination of the Property and any improvements thereon. Notwithstanding the foregoing, Owner agrees that nothing will be done to the Property which would reduce the value of the Property, or cause Purchaser to incur additional costs of developing the Property. Should Purchaser exercise its option, Owner agrees to convey the Property to Purchaser in substantially the same condition as on the date hereof.

11. Closing Costs. The cost of deed preparation, deed tax, recording fees, title insurance premium, and all other closing costs, except for Owner's attorney's fees, shall be paid by Purchaser at Closing.

12. Owner's Default: In the event Owner fails to perform any provision of this Agreement, Purchaser may elect either of the following remedies, individually or cumulatively, or may elect to assert such other remedies as are available in equity or at law:

a. Purchaser may declare Owner in default and proceed against Owner for recovery of all damages incurred by Purchaser as a result of Owner's breach; and

b. Purchaser may reaffirm this Agreement and proceed against Owner for specific performance thereof.

13. Purchaser's Default: In the event Purchaser fails to purchase the Property after exercising the Option, Owner's remedy shall be payment by Purchaser of Ten Thousand and 00/100 Dollars ($10,000.00) in liquidated damages. The parties acknowledge that Owner's

damages in the event Purchaser does not close are difficult to ascertain, but that $10,000.00 is deemed to be a reasonable estimate of such damages and does not constitute a penalty.

14. Assignment. Purchaser shall have the right to assign this Option or any of its rights and responsibilities hereunder at any time without the consent of Owner; and from and after the date of such assignment, the term Purchaser, as used herein shall, mean and include such assignee. Purchaser shall notify Owner in writing of any assignment and shall provide the name and contact information of the assignee.

15. Right of Entry. Upon execution of this Agreement, Purchaser and its agents are hereby granted the right to enter onto, over, through, across and from the Property from time to time for the purpose of making any general inspections, explorations, tests and surveys as the Purchaser may desire, or for the purpose of engaging in any other general property evaluation and assessment activities which Purchaser deems appropriate, including, without limitation, surveys, soil borings, soil tests, subsurface drillings, subsurface condition evaluations, and environmental inspections or testing (collectively, referred to as the "Reports"). All such investigations, testing and evaluations shall be undertaken only after Purchaser has provided reasonable notice of such to Owner and shall be performed by Purchaser or its agents at Purchaser's sole cost and expense. In the event Purchaser does not elect to exercise the Option, Purchaser, at its cost, shall restore the Property to substantially the same condition as existed prior to such testing. Additionally, Purchaser shall be responsible for obtaining any necessary licenses, permits, or governmental approvals required by its inspections, if any, and all costs associated therewith.

16. Authority. Owner represents and warrants, to and for the benefit of Purchaser, that Owner has the authority to convey the Property in accordance with the terms of this Agreement and the individual(s) signing this Agreement and all documents executed or to be executed by Owner are and shall be duly authorized to sign on behalf of Owner.

17. No Grant of Additional Encumbrances. During the term of this Agreement, Owner shall not (a) sell, lease, transfer or encumber in any manner any portion of the Property, (b) grant or extend the term of any leases, crop agreements or hunting licenses without the express, written approval of Purchaser, or (c) cut or remove 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. During the term of this Option, Owner shall maintain the Property and all improvements on the Property in substantially the same condition that existed on the date of this Agreement.

18. Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of this Agreement or the transactions contemplated hereby. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

19. Attorney's Fees. In the event either party initiates any lawsuit, litigation, or legal action regarding the terms of this Agreement or the Property, the prevailing party shall be entitled to collect reasonable attorney's fees and court costs.

20. 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 Alabama's conflict of law provisions.

21. 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.

22. Successors and Assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of Owner, and shall inure to benefit of the successors and assigns of Purchaser.

23. Notice. All notices shall be property given only if made in writing and sent to the addresses set forth below and provided by any of the following methods: (i) hand delivery, (ii) U.S. Mail or other nationally recognized delivery service (such as FedEx or UPS), or (iii) electronic transmission, such as through email, PDF, JPEG, or other similar electronic means. Such notices shall be deemed received if (i) delivered by hand, on the date of delivery, (ii) sent by U.S. Mail or national delivery service, on the date deposited with the applicable carrier, or (iii) delivered by electronic transmission, on the date the transmission is sent. Notice shall be provided to the following:

To Owner:	Mrs. Susan Faulkner 1533 Eden View Circle Hoover, Alabama 35244 Phone: 205-585-0587 Email: csmjec@yahoo.com
With a copy to:	_____ Attn: _____ _____ _____ Phone: _____ Email: _____
To City:	City of Huntsville Attn: Shane Davis 320 Fountain Circle Huntsville, Alabama 35801 Phone: 256-427-5100 Email: shane.davis@huntsvilleal.gov
With Copy to Closing Agent:	Wilmer & Lee, P.A.

Attn: Sam Givhan & Katie Beasley
100 Washington Street
Huntsville, Alabama 35801
Phone: 256-533-0202
Email: sgivhan@wilmerlee.com
kbeasley@wilmerlee.com

A party may change its address and related contact information by providing the other parties with seven (7) days' prior written notice of such new address and contact information.

24. 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.

25. Email, Facsimile, or Electronic Signatures. The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or other similar electronic transmission. Handwritten signatures transmitted by facsimile, email or similar electronic transmission (such as through PDF, document sharing service, JPEG, picture messaging, etc.) shall be valid and effective to bind the party so signed. 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 other parties and Closing Agent promptly after execution.

26. 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.

27. Effective Date. The Effective Date shall be date this Agreement has been signed by the City.

28. 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 Purchaser's request, Owner 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, Owner agrees to cooperate and assist Purchaser in curing any title defects affecting and/or encumbering the Property.

29. Counsel Acknowledgment. The parties all acknowledge that Purchaser's counsel, SAMUEL H. GIVHAN, and the law firm of Wilmer & Lee, P.A. (collectively "Counsel") prepared this Agreement on behalf of and in the course of his 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.

[*Signatures and acknowledgments appearing on the following pages.*]

[*Owner Signature Page to Option to Purchaser Real Estate.*]

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on the date first written above.

OWNER:

By: Susan H. Faulkner
Susan H. Faulkner

Sandra T. McBrayer
Witness

Date: 3/17/2022

By: _____
Jenny Ross Horton

_____
Witness

Date: _____

By: _____
Anna Blythe Weaver

_____
Witness

Date: _____

By: _____
Gregg P. Blythe

_____
Witness

Date: _____

Sent 3/17 to Katie Beasley

[*Owner Signature Page to Option to Purchaser Real Estate.*]

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on the date first written above.

OWNER:

By: _____
Susan H. Faulkner

_____ Date: _____
Witness

By: Jenny Ross Horton
Jenny Ross Horton

Witness Date: 03/17/2020

By: _____
Anna Blythe Weaver

_____ Date: _____
Witness

By: _____
Gregg P. Blythe

_____ Date: _____
Witness

[*Owner Signature Page to Option to Purchaser Real Estate.*]

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on the date first written above.

OWNER:

By:_____
Susan H. Faulkner

_____ Date: _____
Witness

By: _____
Jenny Ross Horton

_____ Date: _____
Witness

By: Anna Blythe Weaver
Anna Blythe Weaver

Jessica DiPiazza Date: 3/25/22
Witness

By: _____
Gregg P. Blythe

_____ Date: _____
Witness

[*Owner Signature Page to Option to Purchaser Real Estate.*]

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on the date first written above.

OWNER:

By:_____
Susan H. Faulkner

_____ Date: _____
Witness

By: _____
Jenny Ross Horton

_____ Date: _____
Witness

By: _____
Anna Blythe Weaver

_____ Date: _____
Witness

By: Gregg P Blythe
Gregg P. Blythe

Elizabeth L [illegible] Date: 3-23-22
Witness

[*Purchaser Signature Page to Option to Purchase Real Estate.*]

IN WITNESS WHEREOF, Purchaser has caused this Agreement to be executed on the date first written above.

PURCHASER:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

Attested to:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

U:\Sam\CITY\Horton Farms\Faulkner et al Option\Option 565 Frontage.docx

Exhibit "A"
(***Legal Description of Property***)

Commence at an existing TVA Concrete Monument No. 12 at the Northeast comer of Section 34, Township 4 South, Range 3 West; thence South 00 degrees 32 minutes 53 seconds West along the East boundary of said Section 34 a distance of 2777.39 feet to an iron pin on the Northwesterly right-of-way of Interstate Hwy. No. 1-565; thence South 66 degrees 10 minutes 22 seconds West along the Northwesterly right- of-way of said Interstate Hwy. No. 565 a distance of 1456.41 feet to an iron pin, said iron pin being the Point of True Beginning of the tract herein described;

Thence from the Point of True Beginning continue South 66 degrees 10 minutes 22 seconds West along the Northwesterly right-of-way of said Interstate Hwy. No. 565 a distance of 430.03 feet to an existing concrete right-of-way monument;

Thence continue along the Northwesterly right-of-way of Interstate Hwy No. 565 South 64 degrees 19 minutes 36 seconds West a distance of 1026.38 feet to an iron pin;

Thence North 89 degrees 40 minutes 46 seconds West a distance of 157.13 feet to an existing TVA concrete Monument No. 19;

Thence North 01 degree 48 minutes 55 seconds West a distance of 688.46 feet to a steel bar, passing an existing iron pin at a distance of 489.74 feet;

Thence North 66 degrees 10 minutes 22 seconds East a distance of 1447.52 feet to a steel bar;

Thence South 14 degrees 48 minutes 18 seconds East a distance of 677.87 feet to the Point of True Beginning and containing 23.898 acres, more or less.

This conveyance is made subject to rights of way, easements, restrictions and reservations of record and as located, and ad valorem taxes.

This Legal Description may be updated and/or replaced by the legal description contained in the Survey obtained by Purchaser.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0338

Department: Urban Development

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

Resolution authorizing the conveyance of two transmission line easements to the Tennessee Valley Authority (TVA) for the North Huntsville Industrial Park.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Urban Development

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

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Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, the Tennessee Valley Authority ("TVA") plans to further expand its transmission line facilities and related improvements and appurtenances in order to better serve increasing industrial and economic development within the North Huntsville Industrial Park; and

WHEREAS, in order to do so the TVA requires that the City of Huntsville ("City") grant to the United States of America two Transmission Line Easements on, over, and across certain lands owned by the City of Huntsville and located within the North Huntsville Industrial Park, which lands are more particularly described in that Grant of Transmission Line Easements, copies of which are attached as Exhibit "1" and Exhibit "2" hereto and are incorporated herein by reference ("TVA Transmission Line Easements"); and

WHEREAS, the City's conveyance of the TVA Transmission Line Easements provides value and benefit to the growing industrial and economic development within North Huntsville Industrial Park and surrounding areas, and further provides benefit to the general public; and

WHEREAS, the City Council of the City of Huntsville, Alabama, finds and determines that the TVA Transmission Line Easements should be granted to the United States of America for the establishment of additional transmission lines for electrical power and communication circuits, and related improvements and appurtenances to be erected, maintained, and operated by the TVA.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing premises, which are incorporated herein, the City Council of the City of Huntsville, Alabama, hereby approves the grant to the United States of America of two TVA Transmission Line Easements on, over, and across those City owned lands described therein, and hereby authorizes and directs the Mayor of the City of Huntsville, to execute those TVA Transmission Line Easements, copies of which are attached hereto and incorporated herein as Exhibit "1" and Exhibit "2", and to take or cause to be taken such other and/or additional actions as deemed necessary or appropriate to consummate or carry out the granting or conveyance said easements.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

Exhibit "1"

[Attach Grant of Transmission Line Easement – TVA Tract No. GSNH-1]

Prepared by and return to:

Martha K. Gant, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract No. GSNH- 1

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation in the State of Alabama, Owner,

and

TOYOTA MOTOR MANUFACTURING ALABAMA, INC.,
an Alabama corporation, Holder of an Option to Purchase,

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 952, page 259, in the office of the Judge of Probate of Madison County, Alabama. Also see Memorandum of Real Estate Option recorded as File No. 2019-00072658, in said office.

This easement is conveyed subject to existing easement rights owned by the United States of America.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., insofar as their respective interests are concerned, covenant with the said UNITED STATES OF AMERICA that they are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC. agree that the payment of the purchase price above stated is accepted by them as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

CITY OF HUNTSVILLE, ALABAMA and TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., for themselves, and their successors and assigns, covenant with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession. The undersigned retain full right of ingress and egress access over and across said easement, and further reserve the right to any uses of said easement area, provided said access and uses shall not unreasonable interfere with or be inconsistent with the easement and rights herein granted.

IN WITNESS WHEREOF, CITY OF HUNTSVILLE, ALABAMA has caused this instrument to be executed on its behalf by its duly authorized officer on this _____ day of _____, _____.

CITY OF HUNTSVILLE, ALABAMA

ATTEST:

By: _____
Kenneth Benion, City Clerk – Treasurer

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
) SS
COUNTY OF MADISON)

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

Given under my hand and official seal this _____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, TOYOTA MOTOR MANUFACTURING, ALABAMA, INC. has caused this instrument to be executed on its behalf by its duly authorized officer on this _____ day of _____, _____.

TOYOTA MOTOR MANUFACTURING, ALABAMA, INC.

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ and _____, whose names as _____ and _____, respectively, of TOYOTA MOTOR MANUFACTURING, ALABAMA, INC., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2020.

_____
NOTARY PUBLIC

My Commission Expires: _____

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: United States of America
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

[Tax Exempt
Code of Alabama §40-9-1(1)]

The name(s) and address of the legal owner(s) are:

OWNER(S): City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

TVA Tract No. GSNH-1

EXHIBIT A

NORTH HUNTSVILLE-FLASH (INCL. LIBERTY HILL)
TRANSMISSION LINE
LOOP TO GLADSTONE, ALA. SWITCHING STATION

City of Huntsville, Alabama

A parcel of land located in the Southeast 1/4 of Section 28, Township 2 South, Range 1 West of Madison County, State of Alabama as shown on sheet P4AAA of US-TVA drawing LW-5862, revision 0, the said parcel being more particularly described as follows:

Beginning at the Northwest corner of TVA Tract MHTLH-1 as shown on said LW-5862; thence with the west boundary of said tract S00°00'03"E, 285.19 feet; thence S89°47'56"E, 100.24 feet; thence S00°08'38"W, 139.82 feet; thence West, 49.82 feet; thence N85°32'01"W, 537.81 feet; thence N89°47'56"W, 456.91 feet to a point on the west line of the southeast ¼ of said section 28; thence N00°16'36"E with the said ¼ section line, 100.00 feet; thence S89°47'56"E, 855.53 feet; thence North, 285.41 feet; thence East, 87.00 feet to the point of the beginning, and containing 3.26 acres, more or less.

Furthermore, the permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structure located at survey station 0+00.

The coordinates, distances and directions of lines are referred to the Alabama East Coordinate System, NAD83(2011) Horizontal Datum, NAVD88 (Geoid18) Vertical Datum.

This description prepared from a survey by:
Tennessee Valley Authority
1101 Market Street, MR-4B
Chattanooga, Tennessee 37402-2801

rec'd 3/25/2022
checked and revised 3/25/2022 mkg

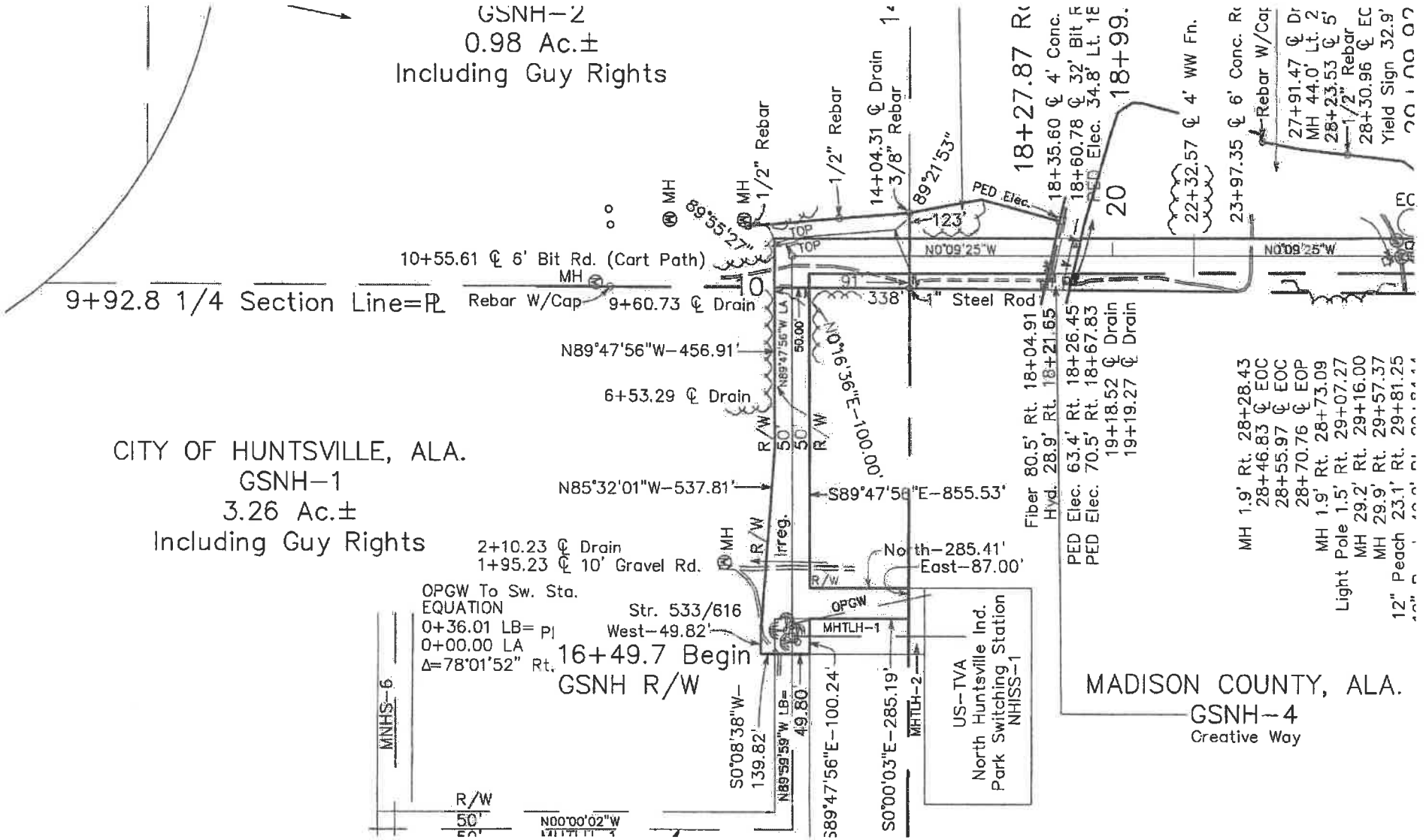

GSNH–2
0.98 Ac.±
Including Guy Rights
9+92.8 1/4 Section Line=℄
10+55.61 ℄ 6' Bit Rd. (Cart Path)
9+60.73 ℄ Drain
Rebar W/Cap
MH
1/2" Rebar
14+04.31 ℄ Drain
3/8" Rebar
89°27'53"
123'
PED Elec.
18+27.87 R
18+35.60 ℄ 4' Conc.
18+60.78 ℄ 32' Bit R
PED Elec. 34.8' Lt. 1E
18+99.
20
22+32.57 ℄ 4' WW Fn.
23+97.35 ℄ 6' Conc. R
Rebar W/Cap
27+91.47 ℄ Dr
MH 44.0' Lt. 2
28+23.53 ℄ 5'
1/2" Rebar
28+30.96 ℄ EC
Yield Sign 32.9'
EC
TOP
N0°09'25"W
338'
1" Steel Rod
N89°47'56"W–456.91'
6+53.29 ℄ Drain
N0°16'36"E–100.00'
R/W
50'
CITY OF HUNTSVILLE, ALA.
GSNH–1
3.26 Ac.±
Including Guy Rights
N85°32'01"W–537.81'
S89°47'56"E–855.53'
Fiber 80.5' Rt. 18+04.91
Hyd. 28.9' Rt. 18+21.65
PED Elec. 63.4' Rt. 18+26.45
PED Elec. 70.5' Rt. 18+67.83
19+18.52 ℄ Drain
19+19.27 ℄ Drain
MH 1.9' Rt. 28+28.43
28+46.83 ℄ EOC
28+55.97 ℄ EOC
28+70.76 ℄ EOP
MH 1.9' Rt. 28+73.09
Light Pole 1.5' Rt. 29+07.27
MH 29.2' Rt. 29+16.00
MH 29.9' Rt. 29+57.37
12" Peach 23.1' Rt. 29+81.25
2+10.23 ℄ Drain
1+95.23 ℄ 10' Gravel Rd.
Irreg.
North–285.41'
East–87.00'
OPGW To Sw. Sta.
EQUATION
0+36.01 LB= P.I.
0+00.00 LA
Δ=78°01'52" Rt.
16+49.7 Begin
GSNH R/W
Str. 533/616
West–49.82'
OPGW
MHTLH–1
MHTLH–2
US–TVA
North Huntsville Ind.
Park Switching Station
NHISS–1
MADISON COUNTY, ALA.
GSNH–4
Creative Way
MNHS–6
S0°08'38"W–
139.82'
N89°59'59"W LB=
49.80
S89°47'56"E–100.24'
S0°00'03"E–285.19'
R/W
50'
N00°00'02"W

Exhibit "2"

[Attach Grant of Transmission Line Easement – TVA Tract Nos. GSNH – 2, 3, 5, 7 and 8]

Prepared by and return to:

Martha K. Gant, Attorney
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801
1-888-817-5201

TVA Tract Nos. GSNH-2, 3, 5, 7, and 8

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, receipt whereof is hereby acknowledged, the undersigned,

CITY OF HUNTSVILLE, ALABAMA, a municipal corporation,

(hereinafter sometimes referred to as "GRANTOR") has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol lines of transmission line structures with wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, including guy wires, in, on, over, and across said right-of-way, together with the perpetual right to clear said right-of-way and keep the same clear of structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards), trees, brush, stored personal property, and fire hazards; to destroy or otherwise dispose of such trees and brush; to prevent the drilling or sinking of wells within the right-of-way; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any line, structure, appurtenance, facility, or conductor; all over, upon, across, and under the land described in Exhibit A, hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 1004, page 0065, in the office of the Judge of Probate of Madison County, Alabama.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

GRANTOR covenants with the said UNITED STATES OF AMERICA that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GRANTOR agrees that the payment of the purchase price above stated is accepted by it as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any direct physical damage to the land and annual growing crops resulting from the operations of the construction and maintenance forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said transmission line structures.

GRANTOR, for itself, and its successors and assigns, covenants with the UNITED STATES OF AMERICA that no structures (including but not limited to flagpoles, solar panels, buildings, signboards, billboards) or fire hazards will be erected or maintained within the limits of the right-of-way, that the right-of-way will not be used for the storage of personal property, and that no well will be drilled or sunk within the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

IN WITNESS WHEREOF, CITY OF HUNTSVILLE, ALABAMA has caused this instrument to be executed on its behalf by its duly authorized officer on this ____ day of _____, _____.

CITY OF HUNTSVILLE, ALABAMA

ATTEST:

By: _____
Kenneth Benion, City Clerk – Treasurer

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
) SS
COUNTY OF MADISON)

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

Given under my hand and official seal this _____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires: _____

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: United States of America
Tennessee Valley Authority
1101 Market Street, BR 4B
Chattanooga, Tennessee 37402-2801

[Tax Exempt
Code of Alabama §40-9-1(1)]

The name(s) and address of the legal owner(s) are:

OWNER(S): City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

EXHIBIT A

NORTH HUNTSVILLE-FLASH (INCL. LIBERTY HILL)
TRANSMISSION LINE
LOOP TO GLADSTONE, ALA. SWITCHING STATION

City of Huntsville, Alabama

A strip of land located in the West 1/2 of Section 28 and the Southwest ¼ of Section 21, Township 2 South, Range 1 West of Madison County, State of Alabama as shown on sheet P4AAA of US-TVA drawing LW-5862, revision 0, the said strip being 100 feet wide, lying 50 feet on each side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Beginning at a point 338 feet +/- south of a 1" Steel Rod at the center of said Section 28 on the centerline of the location of the transmission line at survey station 9+92.8; thence with the centerline of the location N89°47'56"W, 88.98 feet to a point of intersection on the centerline of the location at station 10+81.78 having the state plane coordinates of North: 1578478.47 East: 415844.05; thence with the centerline of the location N00°09'25"W, 3446.33 feet to a point of intersection on the centerline of the location at station 45+28.11 having the state plane coordinates of North: 1581924.78 East: 415834.61; thence with the centerline of the location N22°32'47"W, 536.73 feet to a point of intersection on the centerline of the location at station 50+64.84 having the state plane coordinates of North: 1582420.49 East: 415628.81; thence with the centerline of the location N20°48'46"E, 510.09 feet to a point of intersection on the centerline of the location at station 55+74.93 having the state plane coordinates of North: 1582897.29 East: 415810.05; thence with the centerline of the location N04°08'22"E, 243.84 feet to a point of ending on the south right-of-way of Routt Road and on the centerline of the location at station 58+18.77, the said strip being bounded on the north end by the said road right-of-way, the ends of said strip are shortened or extended to said property lines.

Less and except the area within the rights-of-way of Creative Way (GSNH-4) and Liberty Hill Road (GSNH-6).

The strip of land described above includes the centerline of the transmission line location for a net distance 4702.48 feet and containing 10.80 acres, more or less.

GSNH-2 for a distance of 427.10 feet and containing 0.98 acres +/-
GSNH-3 for a distance of 407.97 feet and containing 0.94 acres +/-
GSNH-5 for a distance of 1010.17 feet and containing 2.32 acres +/-
GSNH-7 for a distance of 1120.57 feet and containing 2.57 acres +/-
GSNH-8 for a distance of 1736.67 feet and containing 3.99 acres +/-

The permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structures located at survey stations 10+81.78, 45+28.11, 50+64.84, and 55+74.93.

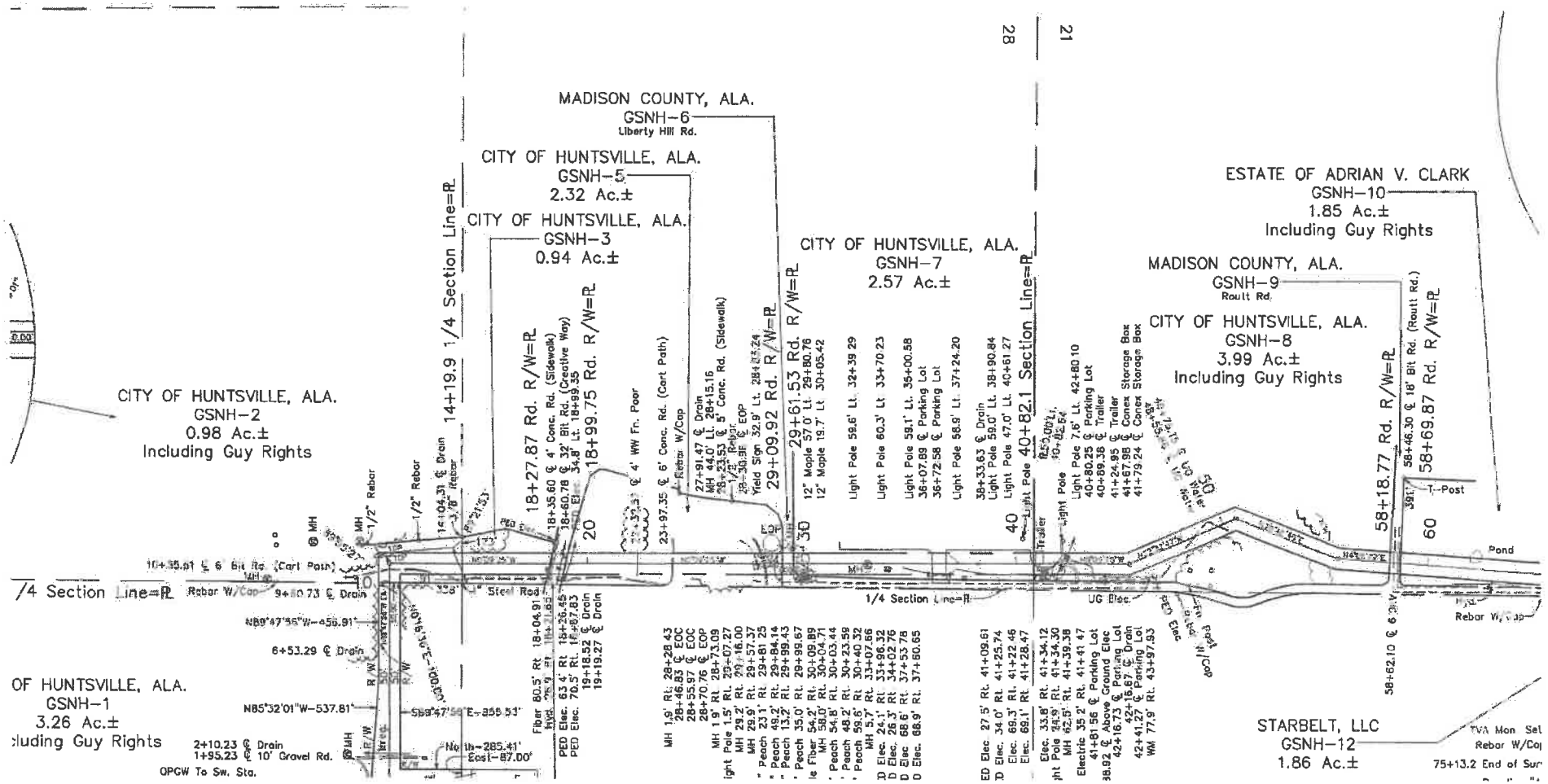
EXHIBIT A (Continued)

Furthermore, the above-described easement rights are acquired with respect to such appurtenant right, title, and interest as the owner of the above-described land may have in tracts GSNH-4, GSNH-6, and GNSH-9, Madison County, Alabama (Creative Way, Liberty Hill Road, and Routt Road, respectively), the adjoining road rights-of-way as shown on the map referenced above.

The coordinates, distances and directions of lines are referred to the Alabama East Coordinate System, NAD83(2011) Horizontal Datum, NAVD88 (Geoid18) Vertical Datum.

This description prepared from a survey by:
Tennessee Valley Authority
1101 Market Street, MR-4B
Chattanooga, Tennessee 37402-2801

rec'd 12/7/2021
checked and revised 3/25/2022 mkg


CITY OF HUNTSVILLE, ALA.
GSNH-2
0.98 Ac.±
Including Guy Rights
CITY OF HUNTSVILLE, ALA.
GSNH-1
3.26 Ac.±
Including Guy Rights
MADISON COUNTY, ALA.
GSNH-6
Liberty Hill Rd.
CITY OF HUNTSVILLE, ALA.
GSNH-5
2.32 Ac.±
CITY OF HUNTSVILLE, ALA.
GSNH-3
0.94 Ac.±
CITY OF HUNTSVILLE, ALA.
GSNH-7
2.57 Ac.±
ESTATE OF ADRIAN V. CLARK
GSNH-10
1.85 Ac.±
Including Guy Rights
MADISON COUNTY, ALA.
GSNH-9
Roult Rd.
CITY OF HUNTSVILLE, ALA.
GSNH-8
3.99 Ac.±
Including Guy Rights
STARBELT, LLC
GSNH-12
1.86 Ac.±
14+19.9 1/4 Section Line=℄
18+27.87 Rd. R/W=℄
18+99.75 Rd. R/W=℄
29+09.92 Rd. R/W=℄
29+61.53 Rd. R/W=℄
40+82.1 Section Line=℄
58+18.77 Rd. R/W=℄
58+69.87 Rd. R/W=℄
1/4 Section Line=℄
Steel Rod
Rebar W/Cap
1/2" Rebar
Pond
T-Post
UG Elec.
OPGW To Sw. Sta.
N89°47'56"W-456.91'
N85°32'01"W-537.81'
S89°47'56"E-358.53'
N 1h-285.41'
East-87.00'
2+10.23 ℄ Drain
1+95.23 ℄ 10' Gravel Rd.
6+53.29 ℄ Drain
9+80.73 ℄ Drain
10+35.81 ℄ 6 Bit Rd. (Cart Path)
14+04.31 ℄ Drain
18+35.60 ℄ 4' Conc. Rd. (Sidewalk)
18+60.78 ℄ 32' Bit. Rd. (Creative Way)
23+97.35 ℄ 6' Conc. Rd. (Cart Path)
27+91.47 ℄ Drain
28+15.16 ℄ 5' Conc. Rd. (Sidewalk)
28+53.53 ℄ EOP
Yield Sign 32.9' Lt. 28+23.24
12" Maple 57.0' Lt. 29+80.76
12" Maple 19.7' Lt. 30+05.42
Light Pole 59.6' Lt. 32+39.29
Light Pole 60.3' Lt 33+70.23
Light Pole 59.1' Lt. 35+00.58
Light Pole 58.9' Lt. 37+24.20
38+33.63 ℄ Drain
Light Pole 59.0' Lt. 38+90.84
Light Pole 47.0' Lt. 40+61.27
Light Pole 7.6' Lt. 42+80.10
58+46.30 ℄ 18' Bit Rd. (Roult Rd.)
58+62.10 ℄ 6
Parking Lot
Trailer
Conex Storage Box
Rebar W/Cap
28
21

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0339

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC, for purchase of 2.01 acres located in North Huntsville Industrial Park.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
The price of this lot is $70,350.00.

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC, for purchase of 2.01 acres located in North Huntsville Industrial Park.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

The price of this lot is $70,350.00.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into a Real Estate Sales Contract by and between the City of Huntsville, an Alabama municipal corporation, and Skinner Properties, LLC, an Alabama limited liability company, on behalf of the City of Huntsville, which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Real Estate Sales Contract between the City of Huntsville and Skinner Properties, LLC," consisting of twenty (20) pages, including Exhibits "A" through "C", and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Mayor be and he is hereby authorized to execute and exercise the Real Estate Sales Contract on behalf of the City of Huntsville, with such changes, if any, as the Mayor deems desirable and necessary, including the authority to execute all such closing documents and other documents relevant and/or relating to effect and complete the real estate transaction contemplated therein.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (this "Contract") is entered into on this the 28th day of April, 2022 (the "Effective Date") by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation ("Seller"), and **SKINNER PROPERTIES, LLC**, an Alabama limited liability company, its successors and assigns ("Purchaser").

WITNESSETH:

For and in consideration of the sum of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows, to wit:

I. AGREEMENT TO BUY AND SELL.

Purchaser agrees to buy and Seller agrees to sell an approximately 2.01 acre tract of real property located off of Opportunity Boulevard, Huntsville, Alabama, being located within the North Huntsville Industrial Park ("NHIP"), and as further described in Exhibit "A" attached hereto and incorporated herein (the "Property"), in accordance with the covenants and conditions of this Contract. The parties' obligation to close is conditioned upon satisfaction of the following contingencies:

(1) Approval of this Contract by the City Council of the City of Huntsville, Alabama, and grant by other applicable governmental authorities of any and all variances and approvals, if any, that Purchaser deems necessary for its intended use of the Property;

(2) If item (1) above is not completed by the Due Diligence Date (as defined later herein), then the Due Diligence Date (and, therefore, the Closing Date) may be extended by Purchaser by an additional thirty (30) days at no additional cost or obligation to Purchaser.

In the event all of the forgoing contingencies are not satisfied prior to Closing, Purchaser shall (i) have no obligation to purchase the Property hereunder and at Purchaser's option this Contract shall terminate and be of no further force or effect, and shall (ii) be entitled to a refund of any earnest money, if any, deposited with Seller or an escrow agent hereunder.

II. DUE DILIGENCE PERIOD.

Beginning the Effective Date, Purchaser and Purchaser's agents, employees, contractors, representatives and other designees (collectively the "Purchaser's Designees") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering tests, and

President of the City Council of the
City of Huntsville, Alabama
Date: April 28, 2022

conducting any other investigations, examinations, tests and inspections as Purchaser may reasonably require to assess the condition of the Property, including without limitation a Phase I environmental assessment; provided however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees with respect to the Property ("Purchaser's Activities") shall not damage the Property in any material manner, and (ii) in the event the Property is altered or disturbed in any material manner in connection with any of Purchaser's Activities, Purchaser shall immediately return the Property to the condition existing prior to Purchaser's Activities, normal wear and tear excepted.

Purchaser shall have ninety (90) days after the Effective Date (the "Due Diligence Date") to perform such investigations, examinations, tests and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser in its sole discretion. On and before the Due Diligence Date, Purchaser shall have the right Date to terminate the Contract for any reason or no reason, in Purchaser's sole discretion, by delivering written notice to Seller not later than the Due Diligence Date. In the event Purchaser gives Seller notice of termination, any earnest money paid to Seller by Purchaser shall be promptly returned to Purchaser, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void.

Notwithstanding anything to the contrary contained herein, Purchaser may, at any time prior to the Due Diligence Date, upon written notice to Seller, waive its right to terminate the Contract under this Section II and proceed to Closing in accordance with Section IV.

III. PURCHASE PRICE.

In consideration of Seller's agreement to sell the Property to Purchaser, Purchaser agrees to pay to Seller the sum of Thirty-Five Thousand Dollars ($35,000.00) per acre of the Property, for a total price of SEVENTY THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS ($70,350.00) (the "Purchase Price") payable in cash or other immediately available funds at Closing. Notwithstanding the foregoing, if the final Plat reveals the total acreage is more or less than 2.01 acres, the Purchase Price shall be adjusted accordingly.

IV. CLOSING.

The closing of the purchase and sale of the Property and delivery of the Deed ("Closing") shall occur at the law offices of Wilmer and Lee, P.A. (the "Closing Agent"). Closing shall occur on or before thirty (30) days from Due Diligence Date, or at such earlier date and time as is mutually agreed upon by the parties ("Closing Date"). The parties may deliver any closing documents or any closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing. At the election of Purchaser, the Closing Date may be extended by thirty (30) days without requiring additional compensation therefor in accordance with Section I(2) above ("Closing Extension"). Each party will be responsible for paying for their respective attorney's fees incurred in connection with Closing. Purchaser may obtain an owner's policy of title insurance from Closing Agent, and any such title insurance premiums shall be paid by Purchaser at

Closing. Seller shall pay for the preparation of the Deed, and all other closing costs shall be paid by Purchaser.

V. CONVEYANCE.

Seller agrees to convey the Property and will furnish to Purchaser good and merchantable title by a properly executed warranty deed in substantially the same form as that certain deed attached hereto as Exhibit "B" (the "Deed"), free from any and all encumbrances, subject only to easements, restrictions, and rights-of-way of record, ad valorem taxes due and payable for the current tax year, and the protective covenants of North Huntsville Industrial Park, as recorded in Deed Book 826 at Page 602 in the Office of the Judge of Probate of Madison County. If, subsequent to the Effective Date, Purchaser determines to finance this venture, through Industrial Development Bonds, or to apply for an industrial development grant, then, upon Purchaser's request, said deed shall be delivered in the name ofthe Industrial Development Board of the City of Huntsville, a public corporation and instrumentality organized under the laws of the State of Alabama, as Grantee. Purchaser understands said restrictions are binding on the Property and may be amended from time to time and Purchaser agrees that Purchaser shall comply with said restrictions as amended. If, prior to Closing, Purchaser discovers a defect in or objection to title to the Property, Seller, at Seller's option, shall have a reasonable time (but not in excess of thirty (30) days following the receipt of Purchaser's written notice of objections) within which to cause the same to be cured. If the defects or objections are not timely cured to Purchaser's satisfaction, (i) Purchaser may waive such defects and proceed to close; or (ii) Purchaser may cancel this contract by notice in writing to Seller, and any money paid to Seller pursuant to this Contract shall be refunded to Purchaser within thirty (30) business days of such notice and each of the parties shall be released from further liability to the other. Purchaser shall notify Seller of any defect or objections in writing within ten (10) days following Purchaser's receipt or notice of such title defect. Purchaser may, at Purchaser's sole expense, obtain an owner's title insurance policy from Closing Agent.

VI. CONSTRUCTION.

Purchaser agrees to obtain a building permit, to complete site preparation, and to commence the actual physical construction of a facility on the Property, as approved by the Architectural Control Committee, within twelve (12) months from the date of Closing, and to diligently pursue without material interruption, Force Majeure Events (hereinafter defined) excepted, the construction of the said facility until completed according to approved plans and specifications. As used herein, the term "Force Majeure Events" shall mean any events or occurrences whatsoever which prevent or delay Purchaser's performance hereunder and which are beyond the reasonable control of Purchaser, including without limitation, an act of God, war, riot, civil commotion, or other disturbance, sovereign conduct, national emergencies, acts of civil or military authority, strike or other labor difficulties, fire, flood, catastrophe insurrection, power or other utility failure, transportation failure, or governmental action. In the event Purchaser fails to begin substantial construction within the time described above, then Seller may, at its option, within three hundred sixty (360) days of Purchaser's failure, repurchase the above described Property for a sum equal to the total Purchase Price paid by Purchaser plus the reasonable value of any improvements. Purchaser also understands that there are certain building restrictions in

existence with respect to property located within North Huntsville Industrial Park, and that certain approvals are necessary for the design and construction of any structure(s) on the Property. Purchaser agrees to comply with any and all such applicable rules and regulations with respect to structures on the Property, as they may be amended from time to time. Purchaser will indemnify and hold harmless Seller, its officers, agents, employees, and elected officials from and against any and all liability arising out of the destruction of or damage to the Property, or injuries or loss to, or death of any person in connection with the development, improvement or construction by Purchaser upon the Property or any activity or project conducted thereon by Purchaser, excluding, however, liability for any loss, damages or injuries that may result from Seller's own intentional, negligent or wrongful acts. The provisions of this section shall survive Closing.

VII. DEFAULT.

Should Purchaser fail to carry out the terms and conditions of this Contract in accordance, with all of its provisions, this Contract shall terminate with no further obligations between the parties, and Seller shall retain any money paid to Seller as liquidated damages. Should Seller fail to carry out this Contract in accordance with all of its provisions, (i) Purchaser shall have the option to demand a refund of any monies Purchaser may have paid or caused to be paid to Seller, or (ii) Purchaser may proceed, without demanding a return of any money with a suit for specific performance of this Contract. In the event that any breach or default by any party to this Contract results in legal proceedings, the party adjudged to be in default shall pay, in addition to such other sums as may be due hereunder, the costs and expenses of such legal proceedings, including the reasonable attorney's fees of the other parties.

VIII. APPROVALS BY THE CITY.

Wherever in this Agreement the approval of Seller is required (other than approval of any contract or written agreement) such approval shall not be unreasonably withheld, conditioned or delayed.

IX. ENTIRE AGREEMENT.

This Contract, along with Exhibit "A" and Exhibit "B" attached hereto, and the restrictions and covenants referenced herein, constitute the entire agreement between the parties. All statements, representations covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect.

X. EFFECTIVE DATE.

As used herein the "Effective Date" shall mean the date on which this Contract is fully executed by Seller.

XI. GOVERNING LAW AND VENUE.

This Contract shall be construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions. Venue to enforce any provision of this Agreement

shall be in the circuit court of Madison County, Alabama.

XII. AMENDMENTS.

This Contract may only be modified or amended in a writing duly executed by both parties.

XIII. MISCELLANEOUS.

(1) Assignment. Purchaser may assign this Contract or any of its rights and responsibilities hereunder to any affiliated company or related entity controlled by or having common control or ownership with Purchaser. In the event of an assignment, Purchaser shall notify Seller and the closing agent in writing of the assignment, which shall include the name, form of entity, address and contact information of the assignee. Prior to Closing, the closing agent or Purchaser may request Purchaser and assignee to execute and acknowledge a formal assignment in a form reasonably acceptable to closing agent.

(2) Successors and Assigns. All rights and obligations of the parties under this Contract shall inure the benefit of and be binding upon all successors and assigns of each party.

(3) Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand-delivery, (ii) Certified US Mail or national recognized delivery service (such as UPS or FedEx), or (iii) electronic mail (e-mail) or other electronic transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller:
City of Huntsville
Attn: Shane Davis & Jim McGuffey
320 Fountain Circle
Huntsville, AL 35801
Ph: (256) 427-5300
Email: shane.davis@huntsvilleal.gov
jim.mcguffey@huntsvilleal.gov

Closing Agent:
Wilmer & Lee, P.A.
Attn: Samuel H. Givhan & Katie Beasley
100 Washington Street
Huntsville, Alabama 35801
Ph: (256)533-0202
Email: sgivhan@wilmerlee.com
kbeasley@wilmerlee.com

If to Purchaser:
Skinner Properties, LLC
Attn: Joyce & Troy Skinner
17 Georgetta Drive

Huntsville, Alabama 35801
Ph: (256) 251-0186
Email: troy@2nlinc.com
joyce@schrimshercompany.com

With a copy to: _____
Attn: _____
_____
_____
Ph: _____
Email: _____

(4) Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the Closing and delivery of the Deed.

(5) Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein.

(6) Counterparts. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Contract and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the closing agent promptly after execution.

(7) Broker's Fees. Each party represents that there are no brokers' fees or real estate commissions due on account of their actions. Each party agrees to indemnify, defend and hold the other harmless from any claims of real estate agents or brokers claiming through the party.

(8) Further Assurances. At closing agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Contract or to correct any scrivener's error or omissions contained in this Contract or any document executed pursuant hereto or in connection with the transaction contemplated herein.

(9) Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Samuel H. Givhan and Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Contract on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

[*Signatures and acknowledgements appearing on the following page(s).*]

[*Seller signature page to Real Estate Sales Contract.*]

IN WITNESS WHEREOF, the undersigned Seller has duly executed this Contract as of the date set forth below.

SELLER:

CITY OF HUNTSVILLE, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____
Kenneth Benion, Clerk-Treasurer

Date: April 28, 2022

[*Purchaser signature page to Real Estate Sales Contract.*]

IN WITNESS WHEREOF, the undersigned Purchaser has duly executed this Contract as of the date set forth below.

PURCHASER:

SKINNER PROPERTIES, LLC, an Alabama limited liability company

By: _____
Joyce K. Skinner, Member

WITNESSED:

By: _____ Date: 04/05/22

By: _____
Troy Skinner, Member

WITNESSED:

By: _____ Date: 04/05/22

Exhibit "A"
(Legal Description of Property)

Lot 10, according to that final plat of North Huntsville Industrial Park Phase III, being recorded as Document Number 20060526000344170 in the Probate Records of Madison County, Alabama.

Exhibit "B"
(Form of Deed)

STATE OF ALABAMA)

COUNTY OF MADISON)

WARRANTY DEED

THIS WARRANTY DEED is made and entered into on this the 28 day of April, 2022, by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation within the State of Alabama, as Grantor, and **SKINNER PROPERTIES, LLC**, an Alabama limited liability company, as Grantee.

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, this day in hand paid to Grantor by Grantee, the receipt and sufficiency of which is hereby expressly acknowledged by Grantor, Grantor, subject to the Permitted Title Exceptions herein reserved and set forth, has this day granted, bargained, sold and conveyed, and does, by these presents, grant, bargain, sell and convey, unto Grantee the following-described tract or parcel of real property situated and lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit (the "Conveyed Property"):

See Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto Grantee, its successor and assigns, the Conveyed Property subject, however, to the Permitted Title Exceptions herein reserved and set forth, all of which Grantee has heretofore approved, and further hereby approves by acceptance of delivery of this Warranty Deed:

1. Applicable building, land use, subdivision, zoning and other governmental laws, ordinances, statutes, regulations and rules;

2. The liens for (a) ad valorem taxes for the current tax year and subsequent years thereto, and (b) escape, recapture and rollback ad valorem taxes for all ad valorem tax years, all of which said ad valorem taxes Grantee hereby assumes and agrees to pay as and when the same become due;

3. All matters established by, provided for in, and shown on, the Plat of North Huntsville Industrial Park Phase II recorded as Document Number 20060526000344160 in the Office of the Judge of Probate of Madison County, Alabama;

4. All matters established by, provided for in, and contained in the Declaration of

Covenants, Conditions and Restrictions of North Huntsville Industrial Park Phases II, III and IV as hereinafter reserved and set forth;

5. All matters established by, provided for in, and contained in the Agreements as hereinafter reserved and set forth; and

6. All matters established by, provided for in, and contained in the Miscellaneous provisions as hereinafter reserved and set forth,

(the foregoing matters set forth in paragraphs numbered 1. through 6., inclusive, above, are herein referred to, separately and severally, and collectively, as the "Permitted Title Exceptions").

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration this day in hand paid by Grantor to Grantee, the receipt and sufficiency of which is hereby expressly acknowledged by Grantor and Grantee, and intending to be legally boundary hereby, Grantor and Grantee agree and covenant with and unto each other as follows:

I. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

A. Grantor is the owner of that certain real estate situated in Madison County, Alabama; which property is described as follows:

North Huntsville Industrial Park Phase II, recorded as Document Number 20060526000344160 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama; and

North Huntsville Industrial Park Phase III recorded as Document Number 20060526000344170 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama; and

North Huntsville Industrial Park Phase IV, recorded as Document Number 20060526000344150 in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama

(collectively referred to hereinafter as "NHIP"). The Conveyed Property is situated within and is a part of NHIP.

B. The Conveyed Property shall be subject to each of the following covenants, conditions and restrictions ("CCRs"), which shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall be deemed for all purposes covenants running with the land, violation of which may, in addition to any other remedies at law or equity, be enjoined at the suit of the within Grantor, its successors or assigns, including the immediate and remote Grantees of the within Grantor of other parcels of land within NHIP.

C. The Conveyed Property shall be subject to each of the following, which shall be referred to hereinafter for purposes of identification as "Use Restrictions":

(1) Said property shall be used in accordance with the provisions of Article 46 - Industrial

Park Regulations of The Zoning Ordinance of the City of Huntsville, Alabama, as the same may be amended from time to time ("Zoning Ordinance").

(2) All site runoff will be directed into the on-site bioretention swales in lot setbacks. On-site swales shall be relatively small and mild sloped for ease of maintenance. They should be approximately ten (10) feet wide (at the bottom), with 3 to 1 (H to V) side slopes and two (2) feet deep resulting in a top width of approximately twenty (20) feet. Where on-site swales with slopes greater than five percent (5%) are necessary due to the natural terrain, check dams constructed of limestone rock or equivalent are required. On-site swales having slopes of 5 percent to 6.5 percent shall have minimum two-foot-high check dams spaced every forty (40) feet. On-site swales having slopes 6.5 percent or greater shall have two-foot-high check dams spaced every thirty (30) feet. A check dam and flow spreader rock pad shall also be located at the end of all on-site swales.

(3) Roof downspouts will be used to direct runoff into the on-site bioretention swales or into rain gardens/landscaped areas and shall not be discharged directly onto impervious areas such as access drives, storage or parking areas.

(4) If curb and gutter are required, all curb cuts will be discharged into diffusers that transition into the on-site swales or into drop-inlet structures.

(5) No temporary buildings or other structures shall be permitted on any building site; however, trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the construction period of a permanent building. Such structures shall be placed as inconspicuously as possible, shall cause no inconvenience to owners or occupants, and shall be removed not later than fourteen (14) calendar days after the date of completion or date of occupancy of the building(s), whichever date is first, in connection with which the temporary structure was permitted.

(6) All buildings and other improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of trees and other natural features will be preserved. Written permission must be obtained from the Planning Director of the City of Huntsville, Alabama or his (her) designee (hereinafter referred to as the "Planning Director") before removal of trees or other natural features begins.

(7) Garbage and refuse containers shall be concealed and contained by means of a screen wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan and shall be located in the most inconspicuous manner possible. No materials, supplies, or equipment shall be stored in any area on a building site except inside a closed building or behind a barrier screening such areas so that they are not visible from neighboring building sites, common areas or public streets.

(8) All landscape vegetation, except grass/lawns shall be native species in accordance with a pre-approved list from the TVA Native Plant Selector, as amended, or such other resource of native species as may be designated by the Planning Director. The Grantee, its successors and assigns, may request native species not included in the pre- approved list subject to the approval of the Planning Director.

(9) Exterior finish building materials shall be applied to all sides of a building that are visible to the public or from neighboring building sites and common areas. Colors shall be harmonious

and compatible with colors of the natural surroundings and other adjacent buildings. Building materials shall be selected with pollution prevention in mind. All galvanized metal buildings and/or roofs will be coated with approved factory coatings that effectively reduce zinc and other heavy metals in runoff. Metal exterior surfaces shall not comprise more than fifty (50) percent of any street facade and the remaining street facade surface shall be composed of brick, stone, decorative block or glass or any combination of these.

(10) (a) Roofing materials shall be limited to those shown to result in low concentrations of heavy metals in storm water runoff. These materials include but are not limited to alternative building materials or panels constructed of the following specified materials or equivalent:

(i) Asphalt shingles: ASTM Specification D3018-03 Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.

(ii) Fiberglass panels: ASTM Specification D4601-04 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.

(iii) Metal roofing with the following coatings:

- Polyester or Modified Polyester: ASTM Specification D6261-98 (2003) Standard Specifications for Extruded and Compression Molded Basic Shapes Made from Thermoplastic Polyester (TPES)
- Acrylic Coating: ASTM Specification D6083-0531 Standard Specification for Liquid Applied Acrylic Coating Used in Roofing
- Polyvinylidene Fluoride Resins: ASTM Specification D322-05 Standard Specification for Unmodified Poly (Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials
- PVC Plastisol: ASTM Specification Dl 755-92 (2001) Standard Specification for Poly (Vinyl Chloride) Resins
- Exterior Grade Acrylic: ASTM Specification D5436-03 Standard Specification for Cast Poly (Methyl Methacrylate) Plastic Rods, Tubes, and Shapes

(b) When metal roofing with specialized coatings is used, sampling of the roof runoff shall be conducted on a five-year schedule and testing shall be performed for copper, chromium and zinc at the sole cost and expense of Grantee, its successors and assigns. The first such sample shall be collected not later than five years after issuance of a Certificate of Occupancy. Sampling procedures and analytical test methods are subject to approval by the Director of Natural Resources and Environmental Management for the City of Huntsville, Alabama or his/her designee (hereinafter referred to as the "Natural Resources Director"). Reports of roof runoff monitoring shall be submitted to the Natural Resources Director within thirty (30) days of the end of the month during which samples were collected. Recoating of roof surfaces will be required if zinc concentrations in the roof runoff exceed 0.5 mg/1.

(c) Grantee, its successors and assigns, will abide by any other, further or additional requirements and specifications that are hereafter established by the Planning Director for use and testing of roofing materials to be used in building construction to ensure materials used result in low concentrations of heavy metals in storm water run off. Grantor hereby reserves the right (but not the obligation) to modify the requirements and specifications for use and testing of roof materials

as technology and science for such materials and testing change.

(11) All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the public or from other building sites and common areas. If concealment within the building is not possible, then such utility elements shall be concealed by screening. Penthouses and mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the building. Large items such as communication equipment, air conditioning, ventilating or other mechanical equipment shall be screened or enclosed in such manner as to mask it. If this is impossible or impractical, such items shall be organized in an orderly manner in accordance with written approval of the Planning Director. Projections shall be compatible with the building.

(12) The property, including any improvements thereon, shall be maintained in a safe, clean, neat and orderly condition. Landscaping shall be maintained in a healthy and attractive condition, and any dead vegetation shall be replaced promptly.

D. (1) No construction or exterior alteration of any building or other improvement or any land disturbance activity may be initiated without the Planning Director's prior written approval of the plans and specifications for such construction or activity to ensure that the foregoing Use Restrictions are met.

(2) The Planning Director shall either approve or disapprove any plans submitted to him (her) within thirty (30) calendar days from the date on which a complete plan set is submitted, and failure to either approve or disapprove within this period shall constitute approval of said plans. The Planning Director's decision is final and binding on all parties. Unless work on the approved plans and specifications shall be commenced within one (1) year of the Planning Director's approval, then said approval shall be automatically revoked unless the Planning Director has, within said one (1) year period, given written permission for an extension of the time for commencing the work.

(3) The following information, as appropriate, and any additional information required by the Industrial Park District regulations shall be submitted to the Planning Director for approval of any plans:

(a) Preliminary architectural plans for the proposed building(s) or alterations.

(b) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.

(c) A landscape plan and a lighting plan in sufficient detail to demonstrate compliance with the requirements of the Zoning Ordinance and the restrictions contained herein to allow analysis of adequacy of visual screening, landscape quality and quantity, and exterior lighting levels and coverage.

(d) A grading and drainage plan in sufficient detail to demonstrate compliance with the water quality requirements set forth herein.

E. The Grantor, through its Planning Director, hereby reserves the right (but not the obligation) to grant written exceptions to any of the foregoing Use Restrictions upon application of the then-current

owner provided (a) said owner establishes that due to unique and exceptional circumstances related to the land an unnecessary hardship or practical difficulty exists in compliance; provided, however, no such exception shall be granted if the Grantor's Planning Director determines that to do so would impermissibly impact the interests to be affected thereby; or (b) said owner proposes an alternative acceptable to the Planning Director which would satisfy the applicable Use Restriction to an equal or greater degree. Upon granting an exception, it shall be embodied in a written instrument executed in the name of the Grantor by its Mayor and attested by its Clerk Treasurer or other officer duly authorized to affix its corporate seal and filed in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama ("Exception(s)"). No assigns or immediate or remote Grantee of the Grantor shall have the right to object to or to restrain the granting of any such exception by the within Grantor or any use of the property pursuant to such Exception. In no event will such Exceptions violate or impose less stringent standards than those imposed by applicable regulations contained in the Zoning Ordinance unless appropriate relief has first been obtained from the Board of Zoning Adjustment of the City of Huntsville, Alabama.

F. At any time prior to divesting itself of all property interests within NHIP, exclusive of public rights-of way and public utility and drainage easements ("Excluded Lands"), the Grantor will transfer via a written instrument, to be recorded in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama, the rights and responsibilities of the Planning Director set forth herein to a committee comprised of three (3) members selected by the Grantor's Planning Director from among the then-current owners of lots within NHIP. If the Grantor does not so transfer such rights and responsibilities prior to said divestiture, then the three (3) then- current lot owners with the most acreage in NHIP shall each select one member of the three-member committee. All decisions shall be by majority vote and in the case of a tie, the member appointed by the owner with the greatest amount of acreage within NHIP will have the deciding vote. Roberts Rules of Order shall govern parliamentary procedure.

G. Any failure or delay on the part of the within Grantor to object to or to bring suit to enjoin any violation of the CCRs shall in no event be deemed a waiver of same.

H. At any time the Grantor may elect and hereby reserves the right (but not the obligation) to add additional property to NHIP; provided such additional property is presently or in the future contiguous at some point to NHIP (whether or not such properties are separated by any street, roadway, right-of-way, easement, or body of water). Thereafter, such properties shall be included within NHIP and subjected to these CCRs and all references herein to "NHIP" shall mean and include such additional property as if included herein from the time of this conveyance.

I. The CCRs set forth hereinabove shall be and remain in effect for a period of twenty five (25) years from and after the date hereof, after which time they shall be automatically renewed and extended for successive and continuous periods of ten (10) years each unless amended, modified, changed, annulled or cancelled as hereinafter provided.

J. The CCRs set forth hereinabove may be amended, modified or changed in whole or part for all or any of the lands within NHIP as follows:

(1) For so long as Grantor owns any interest in the lands, except Excluded Lands, within NHIP, by a resolution of the Grantor; provided, however, if Grantor owns any interest in less than 51% of the lands, except the Excluded Lands, within NHIP then at least one (1) month prior to such action Grantor will send notice of such proposed action to the then-current lot owners within NHIP and if

25% of the then current lot owners within NHIP provide a written objection thereto within ten (10) calendar days thereafter, then the Grantor shall obtain written approval of 51% of the then-current lot owner(s) within NHIP; or

(2) By a written instrument executed by at least 51% of the then-current lot owners within NHIP; provided, however, in the event Grantor owns any interest in the lands, except Excluded Lands, within NHIP, then its written approval shall first be obtained.

(3) If Grantor no longer owns any interest in the lands, except Excluded Lands, within NHIP, by a written instrument executed by at least 51% of the then-current lot owners within NHIP.

The resolution or written instrument, as the case may be, shall by duly executed and filed in the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama. Exceptions granted in accordance with paragraph E hereinabove shall not constitute a termination of the CCRs in whole or part. For purposes of this paragraph J the term "then-current lot owner(s)" shall mean for each lot the owner of fee simple title thereto and mortgagees thereof, if any.

K. The CCRs set forth hereinabove may be annulled or cancelled in whole or part for all or any of the lands within NHIP by a written instrument executed by all then-current lot owners within NHIP and approved by the Grantor whether or not the Grantor continues to hold any interest in the lands within NHIP. Such instrument shall be filed within the Real Estate Records on file in the Office of the Judge of Probate of Madison County, Alabama. Exceptions granted in accordance with paragraph E, or any amendments, modifications, or changes made in accordance with paragraph J hereinabove shall not constitute annulment or cancellation of the CCRs in whole or part. For purposes of this paragraph K the term "then-current lot owner(s)" shall mean for each lot the owner of fee simple title thereto and mortgagees thereof, if any.

II. AGREEMENTS.

A. It is expressly agreed and acknowledged by and between the parties hereto that the Conveyed Property is being sold and conveyed to the Grantee for the construction thereon of a facility to be used in accordance with the "Declaration of Covenants, Conditions, and Restrictions" hereinabove set forth and that a part of the consideration for the conveyance of said property to the Grantee is the Grantee's agreement, for itself and its successors and assigns, to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Planning Director, within twelve (12) months from the date of this conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. The Grantee does for itself, its successors and assigns, covenant and agree that upon its failure to meet the requirements hereunder then the Grantor may, at its option, within 360 calendar days of Grantee's, or its successors' and assigns', failure, repurchase the above described tract of land for a sum equal to the total purchase price paid by the Grantee, or its successors and assigns, therefor plus the value of any improvements thereon.

B. The Grantee, for itself and its successors and assigns, hereby agrees that in the event Grantee, or Grantee's successors and assigns, shall elect to sell or otherwise dispose of any unimproved portion of the above-described property within twenty-five (25) years from the date of this conveyance, Grantee, or Grantee's successors and assigns, shall first offer such unimproved portion to Grantor at the purchase price per acre of such portion paid by Grantee to Grantor. Grantor and Grantee, for itself and its successors and assigns, hereby further agree as follows:

(1) Before offering any unimproved portion of the above described property for sale or development, the Grantee, or its successors and assigns, shall submit its plan therefore to the Planning Commission of the City of Huntsville, Alabama, for approval as is required by law in the subdivision of land. The costs of such submission shall become a part of the purchase price of the property in the event the Grantor herein shall elect to exercise to repurchase the property as agreed in this Paragraph B.

(2) Before consummating any sale of any unimproved portion of the real property involved, Grantee, or Grantee's successors and assigns, shall notify Grantor in writing to the Planning Director of its intention to sell the same as a separate parcel of property and shall offer such property to Grantor in writing at the price hereinabove specified. In the event Grantor shall elect to repurchase said property, it shall so notify the Grantee, or Grantee's successors and assigns, in writing, and shall pay the amount of the sale price in cash to Grantee, or Grantee's successors and assigns, upon delivery of a deed from the Grantee, or Grantee's successors and assigns, reconveying such unimproved parcel of property to Grantor, subject only to ad valorem real property taxes for the then current year, and covenants, restrictions, reservations and rights of way then of record. In the event Grantor shall not so notify Grantee, or Grantee's successors and assigns, in writing of its election to repurchase said property within forty-five (45) calendar days from receipt of notification from Grantee, or its successors and assigns, or having given such notice of its election to repurchase, shall not tender the purchase price thereof, as aforesaid, within forty-five (45) calendar days after delivery of such notice from Grantor of its election to repurchase, Grantee, or Grantee's successors and assigns, shall no longer be obligated to Grantor with respect to any repurchase of such unimproved real property. Any subdivision of unimproved real property shall meet the Subdivision Regulations and Zoning Ordinance of the City of Huntsville, Alabama.

(3) Grantee, or Grantee's successors and assigns, shall be under no obligation to Grantor with respect to offering the unimproved real property to Grantor as herein provided in Paragraph B, subparagraphs (1) and (2) above, and shall be entitled to retain any consideration received, if the contemplated sale or transfer by Grantee, or Grantee's successors and assigns, is:

(a) A sale or transfer to the United States or the State of Alabama or to any department, subdivision or agency thereof, including any legally established Industrial Development Board or other public corporation expressly authorized under Alabama Law, or

(b) To a wholly owned subsidiary of the Grantee, or Grantee's successors and assigns, or to a legal entity of which the Grantee, or Grantee's successors and assigns, own more than fifty percent (50%) interest, or

(c) In connection with a merger, consolidation, reincorporation, any reorganization of the types described in Section 368 of the Internal Revenue Code of 1986, as amended from time to time, or any similar provision of the Internal Revenue laws of the United States, or other corporate reorganization, except under the laws relating to bankruptcies, affecting or involving the Grantee, its successors and assigns, or

(d) To an investor pursuant to a sale and leaseback agreement whereby such investor shall have agreed to construct upon such property a facility in conformance with the "Declaration of Covenants, Conditions and Restrictions" and paragraph A of this "Agreements" to be leased or to be occupied by the Grantee or the Grantee's successor in title as a result of a sale or transfer

by Grantee, or Grantee's assigns, of a type described in subparagraph (b) or (c) above, or

(e) Any sale or conveyance approved by resolution of the City Council; provided, however, that this option to repurchase and the covenants, conditions and restrictions elsewhere set out in this instrument shall continue in effect as to said land or part thereof, in the hands of any successor in title of Grantee as a result of a sale or transfer of a type described in subparagraphs (b), (c), and (d) above, or in this paragraph. It is further provided that this option and said covenants, conditions and restrictions shall apply in the event of any involuntary transfer or conveyance of the above described property suffered by the Grantee, or Grantee's successors and assigns, with like effect, as to a voluntary sale, conveyance or transfer and shall be, in any case deemed a covenant running with the land.

(4) In the event Grantee, or Grantee's successors and assigns, shall wish to encumber all or any portion of the real property herein involved in conjunction with a building program for the improvement of such property, Grantor will, upon request, subordinate the rights contained in the foregoing paragraphs to any such encumbrances, provided, however, said mortgage or encumbrance will provide that in the event of default the within Granter will be given thirty (30) calendar days notice before foreclosure proceedings or any other action is instituted.

(5) Nothing in this Paragraph B shall be deemed to inhibit the right of Grantee, or Grantee's successors and assigns, acting without the concurrence of Grantor, to grant easements as deemed necessary by Grantee, or Grantee's successors and assigns, for appropriate utilization of the premises.

C. In the event Grantee, or Grantee's successors and assigns, shall have made substantial improvements, including construction of a building, and desires to sell the entire tract of real property here involved to a single purchaser in one transaction, the Grantee or its successors and assigns shall be under no obligation to Grantor with respect to offering the property for repurchase.

III. MISCELLANEOUS.

A. Each party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this instrument.

B. Anything in this instrument to the contrary notwithstanding, neither the Grantor nor its present and future official, officers, commissions, boards, employees, representatives, and agents, shall have any liability of any nature whatsoever for any damage, loss, or prejudice suffered, claimed, paid or incurred by the Grantee, or its successors and assigns, on account of (1) any defects in plans and specifications submitted, reviewed or approved in accordance with this instrument; (2) any defects, structural or otherwise, in any work done according to such plans and specifications; (3) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by the Grantee, or its successors and assigns, for approval pursuant to the provisions of this instrument; (4) the construction or performance of any work related to such plans, drawings and specifications; (5) bodily injuries (including death) to the Grantee, or its successors and assigns, and their respective guests, employees, servants, agents, invitees or licenses, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any improvements upon the Conveyed Property or the plans and specifications therefor, or any past, present or future soil and/or subsurface conditions, known or unknown (including without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under the Conveyed Property; and (6) any other loss, claim, damage, liability or expense, including without limitation court costs and attorneys' fees, suffered, paid or

incurred by the Grantee, or its successors and assigns, arising out of or in connection with the use and occupancy of the Conveyed Property or any improvements situated thereon.

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

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

E. Except for the options to repurchase set forth hereinabove in paragraphs A and B of the Agreements which are purely personal to the Grantor, (1) the parties hereto and their respective heirs, personal representatives, successors and assigns shall be fully bound by this instrument and each and every agreement, covenant, condition, restriction, provision and term hereof just as they are bound; and (2) each and every agreement, covenant, condition, restriction, provision and term of this instrument inures, and shall inure, to the benefit of the parties hereto their respective heirs, personal representatives, successors and assigns.

F. The captions of contained herein are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this instrument.

Grantor, for Grantor and Grantor's successors and assigns, for and in consideration of the premises, covenants and warrants as follows: (1) that Grantor is seized of the Conveyed Property in fee simple and has a good and lawful right to convey the same subject to the Permitted Title Exceptions; (2) that the Conveyed Property is free from all liens and encumbrances except for the Permitted Title Exceptions; and (3) that Grantor will forever warrant and defend title to the Conveyed Property from and against the lawful claims, title or demands of any and all persons whomsoever except as to the Permitted Title Exceptions.

[Signatures and acknowledgments appearing on the following page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized representatives as of the date first written above.

GRANTOR:

THE CITY OF HUNTSVILLE, ALABAMA, a municipal corporation within the State of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

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

GIVEN under my hand and official seal this the ~~28th~~ day of April, 202~~2~~.

_____
Notary Public
My commission expires: _____

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

Grantors' Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	17 Georgetta Drive SE, Huntsville, AL 35801
Property Address:	Lot 10, North Huntsville Industrial Park Ph. III (PPIN 515371)
Purchase Price:	$70,350.00

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0340

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Cadence Bank Letter of Credit No. 4647079 for Grande Highlands Estates.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Cadence Bank Letter of Credit No. 4647079 for Grande Highlands Estates.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, Cadence Bank issued a certain letter of credit (No. 4647079) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Cadence Bank Letter of Credit No. 4647079, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

CADENCE
BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 4647079
AMENDMENT NO. 9

Date: April 28, 2021

Beneficiary:	Account Party	Bank:
City of Huntsville 308 Fountain Circle SW Huntsville, AL 35801	Heritage Development Partners, LLC 2865 Hampton Cove Way Hampton Cove, AL 35763	Cadence Bank, N.A. 3001 Mountain Cove Blvd. Owens Cross Road, AL 35763

Re: Article 5 Sidewalk, Letter of Credit for Grande Highlands Estates; A Resubdivision of Grande Highlands Third Addition and a Resubdivision of Part of tract A-13 and A-14 of Hampton Subdivision Page 3 of 5 as Recorded in Plat Book 29, Page 37, Huntsville, Alabama

Amount:	$10,000.00 (Ten Thousand and 00/100 U.S.Dollars)
Original Issue Date:	May 15, 2012
Current Expiration Date:	May 15, 2021

Subject Letter of Credit 4647079 is hereby amended as follows:

- The expiration date has been extended through May 15, 2022.

All other terms and conditions remain unchanged.

Please attach this amendment to the original Letter of Credit.

Sincerely,

Cadence Bank, N.A.

By: _____
Ken Hogan
Executive Vice President

MW 5-4-21

MM 5/6/21

JB 5/7/21

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0341

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 510001241 for Sanders Hill Phase at McMullen Cove Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Southern States Bank Letter of Credit No. 510001241 for Sanders Hill Phase at McMullen Cove Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, Southern States Bank issued a certain letter of credit (No. 510001241) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Southern States Bank Letter of Credit No. 510001241, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

SOUTHERN STATES BANK

"The Common Sense Bank"

IRREVOCABLE LETTER OF CREDIT # 510001241

Beneficiary:	Account Party:	Bank:
City of Huntsville P O Box 308 Huntsville, Alabama 35804	Enfinger Development LLC 8624 South Memorial Parkway Huntsville, Alabama 35802	Southern States Bank 415 -H Church St NW Suite 100 Huntsville, Alabama 35801

Subject: Article 5 Sidewalk/ Letter of Credit for Sanders Hill, Phase 3 of McMullen Cove

Amount: $ 19,286.75
Issue Date: 5/15/2021
Expiration Date: 5/15/2022

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective May 15, 2021, for a sum not to exceed the aggregate of $ 19,286.75. 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 duly be honored if drawn and presented for payment to Southern States Bank.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage you with that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Southern States Bank

By: Richard T. Perdue
Richard T. Perdue, Senior Vice President

Date: 5-15-21

MW 7-14-21 MM 7/16/21 JLB 7/20/21

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0342

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke BancorpSouth Bank Letter of Credit No. 362000993772 for LyLa's Gate Phase 1 at McMullen Cove Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke BancorpSouth Bank Letter of Credit No. 362000993772 for LyLa's Gate Phase 1 at McMullen Cove Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, BancorpSouth Bank issued a certain letter of credit (No. 362000993772) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to BancorpSouth Bank Letter of Credit No. 362000993772, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

Amendment Number 001
To
Irrevocable Standby Letter of Credit

BancorpSouth Bank
Tupelo, Mississippi

Amendment Number 001 Date: May 5, 2021
Original Letter of Credit Issuance Date: May 9, 2019
Irrevocable Standby Letter of Credit Number: 362000993772

Beneficiary:
City of Huntsville
308 Fountain Circle
SW Huntsville, AL 35801

Applicant:
Enfinger Development LLC
8624 Memorial Pkwy
Huntsville, AL 35802

Subject: Article 5 Sidewalk Letter of Credit for Lyla's Gate Subdivision – Phase 1 at McMullen Cove

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit (the "Letter of Credit") in the aggregate amount of $47,539.50 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Expiration Date is extended from **May 8, 2021** to **May 8, 2022.**
- Letter of Credit Amount is hereby decreased by USD $28,539.50, to an aggregate amount available not to exceed USD $19,000.00.

ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly if this amendment is not accepted by the Beneficiary.

BANCORPSOUTH BANK
BY: _____
Heather M. Sullivan
ITS: Vice President

MW 5-7-21 KB 5/7/21
MM 5/7/21

BancorpSouth

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issuance: May 9, 2019 **No.:** 362000993772

Place of Issuance: BancorpSouth Bank
2778 West Jackson St.
Building C
Tupelo, MS 38802
Attn: Trade Finance Department

Date of Expiry: May 8, 2021

Place of Presentment/Expiry: BancorpSouth Bank
401 Franklin Street
Huntsville, Alabama 35801
Attn: Huntsville Division President

Beneficiary:	**Account Party:**	**Bank:**
City of Huntsville 308 Fountain Circle Huntsville, AL 35801	Enfinger Development LLC 8624 Memorial Pkwy SW Huntsville, AL 35802	BancorpSouth Bank 2778 West Jackson St. Building C Tupelo, MS 38802

Subject: Article 5 Sidewalk Letter of Credit for Lyla's Gate Subdivision- Phase 1 at McMullen Cove

Amount: $47,539.50 USD

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account of the above-stated applicant for a sum not to exceed the above-stated amount, available by one or more of your drafts drawn on sight at the above-stated address or at the Office of the BancorpSouth Bank in the City of Huntsville, Alabama.

All draft(s) drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if drawn and presented for payment on or before the expiration date noted above and accompanied by a signed statement from a representative of the City of Huntsville, Alabama stating: **"This 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. This Irrevocable Standby 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 amended from time to time.

BANCORPSOUTH BANK

By: _____
Heather M. Sullivan
Its: Assistant Vice President

MM 6/10/19 Received 6/13/19 7(B 6/19/19

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0343

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Trustmark National Bank Letter of Credit No. 21-0350SP for Eagle Trace Phase 1 Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Planning

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

Resolution authorizing the Clerk-Treasurer to invoke Trustmark National Bank Letter of Credit No. 21-0350SP for Eagle Trace Phase 1 Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, Trustmark National Bank issued a certain letter of credit (No. 21-0350SP) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Trustmark National Bank Letter of Credit No. 21-0350SP, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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. 21-035-SP

Issue Date:
May 14, 2021

Expiry Date:
May 14, 2022

Beneficiary:
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

Applicant:
SLW Alabama Management LLC
4400 Deepwoods Drive
Austin, TX 78731

Amount: USD 50,000.00

RE: Article 5 Sidewalk
Letter of Credit for Eagle Trace Phase 1

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. 21-035-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. 21-035-SP" and accompanied by the following:

- A dated statement purportedly signed by an authorized official of the City of Huntsville, Alabama stating as follows:
  "We hereby certify that this draw is being made pursuant to Article 5 of the Subdivision Regulations."

- The original of this Letter of Credit and any amendments thereto.

MW 5-25-21 #5100/#1
MM 5/25/21

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0344

Department: Administration

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Smithsonian Institute Traveling Exhibition Service (SITES).

Resolution No.

Finance Information:

Account Number: 0

City Cost Amount: $ 0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $3,000.00

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
This will be funded with a $3,000.00 grant from the Smithsonian Institute.

Department: Administration

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Smithsonian Institute Traveling Exhibition Service (SITES).

Resolution No.

Finance Information:

Account Number: 0

City Cost Amount: $ 0.00

Total Cost: $0.00

Special Circumstances:

Grant Funded: $3,000.00

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

This will be funded with a $3,000.00 grant from the Smithsonian Institute.

RESOLUTION NO. 22 -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Kanary's which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Exhibition Agreement between the City of Huntsville and the Smithsonian Institute consisting of thirty-five (35) pages with the date of April 28, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April 2022.

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

APPROVED this the 28th day of April 2022.

_____
Mayor of the City of Huntsville, Alabama

SMITHSONIAN INSTITUTION TRAVELING EXHIBITION SERVICE (SITES)
EXHIBITION AGREEMENT

KEY TERMS

Contract #: **00002261**
Exhibition #: **201913**
Date: **March 2, 2022**

Exhibition: ***The Bias Inside Us***

Exhibitor: **The City of Huntsville**

Exhibitor's Billing Address: **City Hall, 8th Floor**
308 Fountain Circle
Huntsville, Alabama 35801

Exhibitor's Shipping Address: **308 Fountain Circle**
Huntsville, Alabama 35801

Display Period: **4/22/2023 to 5/21/2023**
The Display Period includes the first day Exhibition is fully installed and available for events, both public and private, such as VIP or Members previews, press events and previews, etc. through the last day Exhibition is open to the public.

Participation Fee: **There is no fee for the Exhibition.**

Shipping: **There is no fee for shipping. Shipping is arranged by SITES.**

Security Level: **Limited**

SITES Contact Information
Contracts: Minnie Russell, (202) 633-3160, russellm@es11.si.edu

Scheduling and Exhibitor Relations: Minnie Russell, (202) 633-3160, russellm@es11.si.edu

Project Director: Jason Allen, (202) 633-3155, allenj2@si.edu

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Registrar: Margaret Leahy, (202) 633-3171, leahym@es11.si.edu

Accounting Services: Maria Armstead, (202) 633-3151, ArmsteadM@si.edu

Public Relations / Special Events: Jennifer Schommer, (202) 633-3121, schommerj@es11.si.edu
Community Outreach Coordinator: Odia Wood-Krueger, (612) 599-9809, woodkruegero@si.edu

SITES Fax Number: (202)633-5345 SITES'
Federal ID # is 53-0206027.

Within thirty (30) days of receipt, this Agreement must be signed by Exhibitor and returned via DocuSign to SITES. If Exhibitor is unable to meet this deadline, SITES must be contacted immediately at (202) 633-3160. SITES reserves the right to cancel Exhibitor's reservation if the signed Agreement is not returned within thirty (30) days.

THIS EXHIBITION AGREEMENT, effective on the date of last signature (hereinafter, the "Agreement"), is made by and between the City of Huntsville (hereinafter, "Exhibitor") and the Smithsonian Institution, a trust instrumentality of the United States established by an Act of the United States Congress in 1846 (20 U.S.C. § 41 et seq.) on behalf of the Smithsonian Institution Traveling Exhibition Service (hereinafter, "SITES").

WHEREAS, SITES is a program office of the Smithsonian Institution charged with the mission to travel exhibitions that connect the American public to the Smithsonian Institution;

WHEREAS, Exhibitor desires to borrow Exhibition from SITES for the purpose of displaying the same for the duration of the Display Period in Exhibitor's Exhibit Space; and

WHEREAS, SITES desires to lend Exhibition, as defined more fully in **Section 1** below, to Exhibitor for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **EXHIBITION.** Exhibition is generally described as follows:

   The Bias Inside Us is a community engagement project featuring a 1,500 sq. ft. Smithsonian traveling exhibition, the centerpiece for local programs and activities that raise awareness about the science and history of bias and what we (all) can do about it. The exhibition is free of charge and is expected to help people understand and counter their implicit biases, build capacity in communities to convene dialogue that will increase empathy, and inspire more inclusive schools, communities, and workplaces.

Initials (Exhibitor) _____

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Exhibition includes those items shown on Exhibition Checklist, **Exhibit A**, now or hereafter attached hereto as well as Exhibition installation components. Exhibitor shall not add items to, or remove items from Exhibition, and shall not alter or omit any elements of Exhibition installation, without the prior written approval of SITES. SITES reserves the right to make such substitutions in or withdrawals from Exhibition as SITES, in its sole discretion, deems necessary or advisable.

SITES will provide Exhibitor with notice of when Exhibitor Support Materials are available on the SITES portal (i.e., website). **Exhibitor shall review these materials promptly upon notice and bring any questions on these materials to SITES' attention immediately.** Any inability to understand or follow the guidelines presented in these materials shall be discussed with SITES until mutually agreeable solutions to any issues presented in these materials are reached.

2. **USES**. Exhibition may be used for educational purposes only, subject to the following additional requirements and restrictions:

2.1 No commercial or political use may be made of Exhibition.

2.2 A special entrance fee just for Exhibition (other than Exhibitor's customary general admission fee) is not allowed.

2.3 The names of Exhibition, SITES, and the Smithsonian Institution shall not be used in conjunction or connection with any fundraising or political event, or for any other purpose that is not expressly provided for in this Agreement, without prior written approval from SITES.

2.4 Exhibition must be accessible to the public. Access shall not be denied to anyone on the basis of race, color, creed, national origin, physical or cognitive disability, sex, age, or any other basis prohibited by applicable law.

3. **NATIONAL AND LOCAL SPONSORSHIP.**

The Exhibition is currently supported by national sponsors and SITES continues to seek additional national sponsors. Exhibitor acknowledges and understands that current and future national sponsors have reasonable expectations of recognition for their contributions to the organizational and other costs of Exhibition.

Further, Exhibitor acknowledges and understands that Exhibition is made available at no cost due to the support of current and future national sponsors. Accordingly, Exhibitor agrees that current and future national sponsors shall be entitled to certain rights and

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

benefits in connection with Exhibition. A nonexclusive, illustrative list of national sponsor rights and benefits is attached hereto as **Exhibit B**.

Exhibitor shall provide the current and future national sponsors with the rights and benefits enumerated in **Exhibit B**, attached hereto. If and when additional national sponsors are secured, **Exhibit B** may be amended to enumerate additional specific rights and benefits.

Exhibitor understands and agrees that this Agreement is contingent upon SITES executing sponsorship agreements with additional national sponsors. In the event that SITES has not executed such sponsorship agreements at least one hundred eighty (180) days before the first day of the Display Period, SITES may, at its option, either postpone commencement of Exhibition tour to a future date or cancel Exhibition pursuant to **Section 14.2.5**.

3.1 Local Sponsorships. While SITES encourages Exhibitor to seek local sponsors for the Exhibition, the names of any local sponsors will be inextricably linked to the Smithsonian and to current and future national sponsors. Therefore, Exhibitor must receive approval from the SITES Advancement department contact (designated in the **Key Terms** above) for all prospects being solicited for local support **prior to solicitation**. SITES also reserves the right to review and approve any fundraising materials that mention the Smithsonian and/or the national sponsors in advance of their distribution or other use. Exhibitor shall contact SITES Advancement department prior to entering into commitments with local sponsors.

4. RECOGNITION LINE AND RECOGNITION TEMPLATE.

4.1 Official Recognition Line. The recognition line ("Recognition Line") crediting the Smithsonian and the national sponsors is:

The Bias Inside Us is organized by the Smithsonian Institution Traveling Exhibition Service. Major support is provided by The Otto Bremer Trust.

Full recognition line **when space allows**:

The Bias Inside Us is organized by the Smithsonian Institution Traveling Exhibition Service.

Major support is provided by The Otto Bremer Trust.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Major support for "The Bias Inside Us" is provided by the Otto Bremer Trust. Additional support provided by Acton Family Giving, Anonymous donors, the Beverly Foundation, Steve and Sheri Lear, Target, the Margaret A. Cargill Foundation Fund of the Minneapolis Foundation, Thomson Reuters, Allianz of America, Valerie E. and William A. Anders, Julie and David Burton, the Dreier Family, Lennart Ehn and Ginger Lew, Expedia, Trevor and Melissa Fetter, the Roger S. Firestone Foundation, Brenda J. Gaines, Myra Hart and Kent Hewitt, Charlie and Nancy Hogan, Dr. Christine C. Jenkins and Mr. Pierre A. France, KNOCK, inc., Sarah Lawer and Frank Guanco, Kathleen Mason, Elyse Rabinowitz and Jim Porter, Dr. Philip S. and Alice Hoolihan Randall, Gloria del C. Rodriguez, and the Family of Leona Roen, and Naoma Tate.

Based on an original concept developed by Tolerance in Motion: Steve Lear, Laura Zelle, and Elyse Rabinowitz, founders; Ellen Glatstein, Laura Lipshutz, Alice Randall, Joanne Jones-Rizzi, and Susan Shapiro, directors; Don Shelby, founding advisor; and the Jewish Community Relations Council of Minnesota and the Dakotas, Steve Hunegs, executive director.

The Recognition Line, when accompanied by the Smithsonian and national sponsor and/ or collaborator logos (if applicable) will be referred to hereinafter as the "Recognition Template."

Smithsonian reserves the right to amend the Recognition Line and Recognition Template to accommodate future national sponsors.

4.2 Use of Recognition Line and Recognition Template. Exhibitor shall use the full, official Recognition Line on/in all Exhibition Materials approved pursuant to **Section 11** below. "Exhibition Materials" shall mean all printed, visual, audio, electronic and broadcast materials related to Exhibition that use or incorporate content prepared by or for SITES or Exhibitor, including, but not limited to, invitations, brochures, posters, advertisements, banners, signage, websites, audio tours, videocassettes, catalogues, member, educational and public programming publications, and press releases. Exhibitor shall include the Smithsonian Institution logo and the national sponsor logos (both as pre-approved by the Smithsonian) beneath the Recognition Line on all printed and electronic Exhibition Materials in accordance with the Recognition Template.

5. LOCATION OF EXHIBITION; FACILITIES REPORT.

5.1 Location of Exhibition. Exhibition may only be shown in Exhibit Space or in such other location as has been approved in writing in advance by SITES. SITES must be informed of the exact location of Exhibition at all times.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

5.2 Facilities Report. Prior to signing this Agreement, Exhibitor has provided SITES with a completed and current American Alliance of Museums (AAM) General Facility Report (GFR), including a floor plan that clearly indicates the Exhibit Space in which Exhibition will be displayed, and marking the path from the loading area to Exhibit Space, and any additional information as required, such as photographs of Exhibit Space.

6. **FEES AND PAYMENTS.** Exhibitor shall pay the fees and costs associated with Exhibition as follows:

6.1 Participation Fee and Deposit. There is no Participation Fee or Deposit for Exhibition.

6.2 Shipping Costs. There is no shipping fee and SITES has designated a carrier (refer to **Section 9** for further information) as specified in the **Key Terms Section** above. Incoming shipments from the previous venue to Exhibitor are prepaid. If Exhibitor is billed for an incoming shipment, Exhibitor shall not pay the charges and shall contact the SITES Registrar (designated in the **Key Terms** above) immediately for instructions.

6.3 Additional costs. Any other costs associated with Exhibition, including, but not limited to, costs arising from shipping factors, installation, promotion, local outreach or special events, are the responsibility of Exhibitor.

6.4 Survival of Payment Obligations. Exhibitor's payment obligations shall survive expiration or earlier termination of this Agreement, except as otherwise provided in **Section 14** below.

7. **INSURANCE AND INDEMNIFICATION.**

7.1 Insurance for Exhibition. SITES will arrange for insurance against all risks of physical loss or damage from any external cause for Exhibition on a wall-to-wall basis during transit, display, and storage subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, terrorism, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation or radioactive contamination.

The Smithsonian Institution Collection Policy insures all fine arts, collectibles, objects of art or rarity, historical value or artistic merit, as well as all other property of similar nature:

a) Property of the Smithsonian while in transit or on the premises of others;

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

b) Property of others entrusted to the Smithsonian for exhibition or any other purposes whatsoever while in transit or wherever located; covering all such property on a wall-to wall basis from the time said property is removed from its normal repository, incidental to shipment, until return thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and/or while on exhibition and/or otherwise.

Damage or loss shall be determined by condition reports and condition summary reports for all components of Exhibition as well as notifications by Exhibitor while Exhibition is in Exhibitor's possession. The condition of all materials must be noted at both receipt and before outgoing shipment of Exhibition. Exhibitor agrees to notify SITES immediately of any theft, damage, or loss occurring while Exhibition is in its possession.

Exhibitor assumes responsibility for any liability that may arise as a result of Exhibitor's failure to give such timely notice. Exhibitor will be held liable for any damage or loss noted by the following venue that was not previously noted and reported to SITES. Exhibitor shall be responsible for damage or loss to property as a result of the gross negligence, omissions or misconduct of its employees, agents, or contractors, or as a result of Exhibitor's failure to comply with the provisions of the Agreement relating to the inspection, handling, installation and protection of Exhibition. Agents and contractors include, but are not limited to, those selected by Exhibitor for installation, deinstallation, protection, transit (local and outgoing), and storage.

7.2 Exhibitor Insurance. By its execution of this Agreement, Exhibitor warrants and agrees that it is a self-insured municipality with a AAA bond rating. These insurance

requirements are Exhibitor's minimum requirements for compliance with the terms of this Agreement and shall not be considered indicative of the amounts and types of insurance needed by Exhibitor or a limitation of liability in the event of any claim. Neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve Exhibitor from any liability incurred or obligation to indemnify under this Agreement. If Exhibitor is a governmental or quasi-governmental entity, Exhibitor's obligation to insure hereunder shall be subject to such statutory limitations as are imposed on Exhibitor by applicable state or municipal law; provided, however, that evidence in writing satisfactory to SITES of any applicable limitation must be received and approved by SITES and incorporated by addendum into this Agreement as **Exhibit G**. Alabama Code §§ 11-47-190 and 11-93-2 limits municipal liability to $100,000 per individual person and $300,000 for each occurrence.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

If the policy written is on a claims made basis, Exhibitor shall maintain coverage for a period of three (3) years following the expiration or termination of this Agreement. Exhibitor may use a combination of policies to achieve the minimum limits specified in this provision. Coverage must be placed with insurers in good financial standing. Exhibitor shall provide the Smithsonian with evidence of required insurance coverage thirty (30) days prior to the date that Exhibition is shipped to Exhibitor.

7.3 Indemnification by Exhibitor. SITES will have no responsibility for the day-to-day operations of Exhibition. Exhibitor agrees to indemnify and hold harmless the Smithsonian Institution, its Regents, officers, employees, agents, the United States, and the national sponsor(s) (if any) of Exhibition from and against any and all responsibility and liability for third party claims, damage, loss or expense, including legal fees or other expenses, caused by or arising out of Exhibitor's use of Exhibition, Exhibit Space and the operation of Exhibition, except to the extent that any such claims relate to the specific responsibilities expressly undertaken by SITES pursuant to this Agreement. If Exhibitor is a governmental or quasi-governmental entity, Exhibitor's obligation to indemnify hereunder shall be subject to such statutory limitations on liability as are imposed on Exhibitor by applicable state or municipal law; provided, however, that evidence in writing satisfactory to SITES of any applicable limitation on liability must be received and approved by SITES and incorporated by addendum into this Agreement.

8. SECURITY, CARE, AND DISPLAY REQUIREMENTS.

All security, care, and display requirements including, but not limited to, space, environmental controls, protection, collections and exhibition management, shipping and receiving specific to Exhibition are set forth in **Exhibit C**, attached hereto. Exhibitor is required to adhere to all terms and conditions of **Exhibit C**. If lender requirements and/or Exhibition parameters change following execution of this Agreement, then an updated **Exhibit C** will be initialed and forwarded to Exhibitor once finalized for Exhibitor's authorized representative to initial and return to SITES within ten (10) business days (the "Revised **Exhibit C**"). The Revised **Exhibit C** will supersede the original **Exhibit C** and will be deemed to be incorporated into this Agreement.

8.1 Cleaning of Interactives / Touchable Exhibition Components. In order to best protect Exhibitor's staff and visitors, the Smithsonian Institution recommends that venues refer to the Centers for Disease Control and Prevention (CDC) guidance for the targeted cleaning of high-touch interactive surfaces within Exhibition. Below is the most recent link to CDC guidance, however these are updated periodically so please refer to the website at regular intervals:
https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaningdisinfection.html

Initials (Exhibitor) _____

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The Smithsonian Institution will provide guidelines for cleaning exhibition surfaces and specific interactives within the Exhibition in a forthcoming contract addendum and emphasizes the recommendations of the CDC be followed.

If Exhibitor prefers to deliver content in a way that differs from the current presentation or to remove certain touchable interactives or other elements completely, please contact SITES Project Director (designated in **Key Terms** above) for review and written approval prior to installation.

Should Exhibitor observe any damage to a touchable exhibition surface (including but not limited to discoloration or residue on cleaning cloths; surface fading, discoloration, or clouding; lifting of ink or adhesive materials; or any discernable surface irregularity), or should Exhibitor have any questions about cleaning guidelines or their application, contact the SITES Registrar immediately (designated in **Key Terms** above) or General SITES Registrar line: (202) 633-3170.

Much is still being discovered about the impacts of the COVID-19 virus and information remains fluid. The recommendations set forth above should be used as a recommended guideline only. Exhibitor understands and agrees that the Smithsonian Institution is not responsible or liable for the health or safety of Exhibitor's staff or visitors arising or resulting from contact with the Exhibition during installation, display and deinstallation dates, or at any time after Exhibition has been released from Exhibitor's location.

9. SHIPPING REQUIREMENTS.

9.1 SITES allots two weeks between hosting venues on tour itineraries. **Unless otherwise specified, two weeks is designated for the following steps: deinstallation at the previous venue (4 days), shipping to Exhibitor's venue (4-5 days), and installation at Exhibitor's venue (4 days).** As the Exhibition is scheduled to close on a Friday, deinstallation might need to occur on the weekend in order for the shipping to occur at in the middle of the week. In order to avoid working on the weekend, it is the Exhibitor's discretion to close the Exhibition earlier than the designated Friday so that deinstallation would occur during the weekdays before the outgoing shipping.

SITES will make every effort to have the Exhibition delivered and collected on a weekday during normal business hours, however, shipping may occur any day of the week including weekends and federal holidays. With the shipper, SITES will make every effort to schedule an on-time delivery, however SITES will not be responsible for any delay in shipping caused by factors beyond SITES' reasonable control (e.g., weather, acts of God) and Exhibitor will need to adapt Exhibition schedule accordingly. SITES sets

these time periods to manage the entire tour and accommodate all venues equally. Exhibitor is contractually obligated to follow the schedule established by SITES (detailed in **Section 9.2** below). In the event Exhibitor wishes to receive Exhibition earlier than its established date or to release Exhibition earlier than its established date, these arrangements must be mutually agreed upon between Exhibitor and the institution preceding or following Exhibitor, and any additional costs will be the responsibility of Exhibitor. SITES shall have final approval over any changes in shipping dates.

In addition, in the event that Exhibitor has any special requirements for off-loading or delivery, such as lift-gate, vehicle size restrictions, or limited loading dock hours, Exhibitor is responsible for notifying the designated carrier and SITES. Exhibitor is responsible for any additional costs associated with these special requests.

9.2 Incoming/Outgoing Shipping Procedures. Shipping arrangements will be made by SITES, and Exhibitor must comply with them. SITES has selected a designated carrier and there are no shipping costs for the Exhibitor unless there are additional costs as referenced in **Section 9.1.**

Exhibitor should receive notice by telephone and an email from the designated carrier no later than seven (7) days in advance of Exhibitor's Display Period. If notice is not received by such date, Exhibitor must immediately contact the SITES Registrar. Under no circumstances will SITES bear any responsibility or liability for damages or costs arising from any delay caused by Exhibitor in receipt of Exhibition from previous venue.

Delivery of Exhibition is door-to-door only. Exhibitor is responsible for all off-loading labor and equipment as well as the associated costs.

Release of Exhibition is door-to-door only. Exhibitor is responsible for ensuring that all crates are packed with all contents as listed on the inventory, having packed crates stationed by outgoing door prior to carrier's arrival, and that all packed crates are transferred to the truck. Photograph(s) demonstrating that all crates are loaded onto the truck must be emailed to SITES Registrar directly after loading.

Non-compliance with SITES' shipping arrangements will result in Exhibitor's financial responsibility for all costs, such as, but not limited to, expedited shipping, overnight airfreight expenses, or overtime personnel charges incurred to provide for the safe and timely delivery of Exhibition to the next venue. Exhibitor shall indemnify SITES for any consequential damages incurred by the next venue as a result of the delay, subject to the limits set forth in **Section 7.3** herein.

10. ADDITIONAL OBLIGATIONS OF EXHIBITOR.

10.1 Community Engagement. Due to the high community engagement expectations, the Exhibitor agrees to work with the Community Engagement Coordinator

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

(designated in the **Key Terms** above) to identify organizations to partner with; identify goals of the exhibit; and plan a minimum of two pre-approved engagement programs based on the exhibition application. See **Exhibit D** attached hereto.

10.2 Promotion and Public Relations. Exhibitor agrees to use its best efforts to promote and advertise Exhibition; provided, however, that Exhibitor shall not commence any such promotional activities until this Agreement is executed. For purposes of this **Section 10.2**, best efforts may include, but are not limited to, scheduling press conferences, distributing media packets, organizing media events and conducting public programs. A written description of Exhibitor's public relations plans and strategies to promote and advertise Exhibition shall be submitted to the SITES Public Relations contact (designated in the **Key Terms** above) for written approval no later than six (6) months prior to the commencement of the Display Period or, if less than six (6) months remains before the Display Period commences on the date of Exhibitor's execution of this Agreement, then within thirty (30) days of such execution date.

10.3 Closeout Survey. Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to complete the online Exhibition closeout survey that SITES will provide by email to Exhibitor. A sample of the closeout survey is attached hereto as **Exhibit E**.

10.4 Press Information and Gallery Photographs. Within fourteen (14) days of the end of the Display Period, Exhibitor agrees to provide to the SITES Public Relations contact copies of all press clippings and public announcements and one set of Exhibition gallery photographs showing the fully installed Exhibition at Exhibitor's facility. Exhibitor shall also sign a Smithsonian license agreement allowing Smithsonian use of the photographs for standard non-profit museum use including promotion, publicity and archives. A sample of the Smithsonian license agreement is attached hereto as **Exhibit F**.

10.5 Cooperation. From time to time, SITES may call on Exhibitor to schedule an event on short notice or otherwise request Exhibitor's cooperation and/or the use of Exhibitor's facilities for purposes related to Exhibition. Exhibitor agrees to use its best efforts to accommodate any such requests made by SITES.

11. SUPPLEMENTARY EXHIBITION MATERIALS.

11.1 SITES-Prepared Exhibition Materials. SITES will provide Exhibitor with registration and installation resources (in digital format and, in some cases, hard-

copy) for Exhibitor's internal use, at no charge. The SITES materials include educational materials and publications prepared by SITES, including the Smithsonian Learning Lab site and *The Bias Inside Us* website. In the event that SITES produces multiple copies of these educational materials for distribution to the public, SITES will provide Exhibitor with an initial supply for use in connection with Exhibition.

11.2 Mandatory Review of Exhibitor-Produced Exhibition Materials. Exhibitor shall promptly submit all Exhibition Materials, whether the content thereof has been supplied in whole or in part by SITES or developed in whole or in part by Exhibitor, to the SITES Project Director (designated in the **Key Terms** above) for review prior to publication, production, or use.

In order to facilitate a timely review and response, SITES must receive such materials in draft form at least five (5) business days prior to the date of any applicable deadline for placement, production, printing and/or implementation; in the case of press releases and news media advertisements, a minimum of three (3) full business days is required and Exhibitor must submit the same to SITES for review and approval sufficiently in advance of any deadline for placement.

11.3 Prior Approval of Supplementary Exhibition Materials. Should Exhibitor wish to create its own materials (including, but not limited to, educational and/or promotional materials) to supplement the Exhibition Materials prepared by SITES, in addition to submitting all such Exhibitor-prepared Exhibition Materials for prior review pursuant to **Section 11.2** above, Exhibitor shall first obtain prior written approval from the SITES Project Director.

12. MERCHANDISE.

Exhibitor shall not produce or allow the production of any merchandise of any kind in connection with Exhibition without the prior written approval of SITES. In the event the Smithsonian Institution produces merchandise (such as posters, note cards, T-shirts, etc.) in conjunction with Exhibition that Exhibitor wishes to purchase for resale, Exhibitor shall purchase such merchandise from the Smithsonian's authorized suppliers only.

13. COPYRIGHT; USE OF NAMES.

13.1 The Smithsonian Institution and/or its collaborator(s) own or have secured all rights, including copyright, in and to Exhibition and the Exhibition Materials (as defined in **Section 4.2** above) prepared by SITES. Exhibitor may not reproduce, distribute, display, alter or otherwise use any Exhibition Materials, whether prepared by SITES or by Exhibitor, or any portion thereof, for any purpose without the express written permission of SITES.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

13.2 Exhibitor is hereby put on notice that the Smithsonian owns, controls, or has registered the trademarks "Smithsonian," "Smithsonian Institution," and certain other names, along with the Smithsonian's sunburst logo (the "Smithsonian Marks"). Except as expressly provided in this Agreement, Exhibitor shall not refer to the Smithsonian Marks, or to any of the Smithsonian's museums, exhibits, programs, or facilities in any manner or in any medium for any purpose whatsoever, including but not limited to advertising, marketing, promotion, publicity, solicitation, or fundraising. Exhibitor may use the Smithsonian Marks solely in connection with this Agreement, provided that Exhibitor obtains the Smithsonian's prior, written approval, which shall not be unreasonably withheld. This **Section 13.2** survives the expiration or earlier termination of this Agreement.

14. TERMINATION.

14.1 Cancellation of Reservation. If Exhibitor fails to return this Agreement, duly executed, within thirty (30) days and no alternate arrangements have been agreed upon in writing by SITES, then SITES may, at its discretion, cancel Exhibitor's reservation for Exhibition.

In the event of any such cancellation, neither SITES nor Exhibitor shall have any further liability to the other.

14.2 Termination of Agreement by SITES. SITES reserves the right to terminate this Agreement by written notice based on the following:

14.2.1 Exhibitor breaches a material term of this Agreement, provided SITES has provided Exhibitor with notice of the breach and Exhibitor has failed to cure the breach within thirty (30) days of receipt of the breach notice (excepting a breach of **Exhibit C**, for which there is no cure period and termination is immediate upon receipt of notice).

14.2.2 Exhibitor has unpaid debts that are due and owing to SITES as of ninety (90) days prior to the first day of the Display Period. Exhibitor agrees that unless it promptly pays the full amount remaining due to SITES, Exhibitor will be in breach of this Agreement;

14.2.3 Exhibitor has failed to provide a completed GFR and any additional facility information as required within thirty (30) days of the date of its execution of this Agreement;

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

14.2.4 If upon reviewing Exhibitor's GFR, SITES has determined, in the reasonable exercise of its discretion, that Exhibitor's facilities are inadequate to receive and/or display Exhibition, or to meet the security requirements for Exhibition, SITES shall give notice of such determination and termination is given to Exhibitor; or

14.2.5 SITES is unable to secure national sponsors for Exhibition at least one hundred eighty (180) days before the first day of the Display Period, or in the unlikely event that SITES terminates this Agreement for any reason other than those enumerated above, SITES shall not be responsible for any direct or consequential damages or other costs and expenses arising from such termination.

14.3 Termination by Exhibitor. Exhibitor may terminate this Agreement upon written notice to SITES; however, any such termination shall not relieve Exhibitor of its obligation to pay storage and shipping fees related to Exhibition, as set forth in **Section 6.3 above**.

In the event Exhibitor cancels Exhibition, SITES shall make every reasonable effort to find a suitable, substitute venue (the "Substitute Venue") to cover the Display Period. Though not required by this Agreement, Exhibitor may also make a reasonable effort to find a Substitute Venue which is subject to SITES' final approval.

14.3.1 Should Exhibitor cancel Exhibition prior to the Display Period, and the Smithsonian and/or a third-party have not already paid applicable shipping fees, Exhibitor will not be responsible for paying shipping fees; however, in the event a Substitute Venue is not secured within 180 days, Exhibitor shall be responsible for storage and shipping fees and shall pay same within thirty (30) days of the date of invoice (described in **Section 6.3**).

14.3.2 Notwithstanding anything to the contrary contained in this **Section 14.3**, if SITES is able to recover all or part of the amount due from or paid by Exhibitor from the Substitute

Venue for the same Display Period, then SITES will credit recovered amounts to Exhibitor, minus direct and indirect costs incurred by Smithsonian, to procure a Substitute Venue.

14.4 Force Majeure. Excluding payment of monies due, neither party shall have any liability to the other for any delay or failure to perform, in whole or in part, or for any cancellation in connection with performance of any obligations hereunder, if such failure or cancellation is due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, riots, civil disturbances, government regulation, fires, floods, strikes, terrorist acts or credible threat of

same, lock-outs, labor disputes, failures in public supply of utilities or any other causes beyond the control of either party whether similar or dissimilar to the foregoing.

15. MISCELLANY.

15.1 Not a Partnership. This Agreement is an agreement between two independent parties and shall not be deemed or construed to make either party an agent, representative, employee, partner, joint venture or associate of the other party. Exhibitor has no power or authority to act for, represent, or bind SITES, the Smithsonian Institution, or any entity affiliated with the Smithsonian Institution in any manner.

15.2 Confidentiality. The financial terms of this Agreement are considered proprietary information and shall be kept confidential by Exhibitor, its directors, officers, representatives and employees. Confidential information may be disclosed: (a) to immediate legal and financial consultants as required in the ordinary course of business, provided that such consultants agree to be bound by this provision; (b) as necessary to comply with any law, code, rule or regulation (including the Alabama Open Meetings Act and the Alabama Open Records Act), or (c) to any court or governmental authority pursuant to law, or valid court order, provided that Exhibitor shall assert the confidential nature of the information to be disclosed, immediately notify SITES of the requirement or order to disclose in advance of disclosure and comply with any protective order instituted by the court or governmental authority. The obligation to maintain the confidentiality of such information shall continue until the expiration of three (3) years from the termination or expiration of this Agreement. The Smithsonian Institution is a trust instrumentality of the United States and has adopted a written policy for responding to requests for Smithsonian Institution records, including paper documents, electronic data, email, contracts, and other information stored or maintained by the Smithsonian, consistent with the principles of disclosure under the Freedom of Information Act, 5 United States Code (U.S.C.), §552 as described at https://www.si.edu/OGC/Records-Requests. Any requests submitted to the Smithsonian for records related to this Agreement will be processed in accordance with the Smithsonian's records disclosure policy.

15.3 Change in Operating Name and/or Management. Exhibitor must provide written notice to SITES if Exhibitor changes its name or a significant portion of its operating management. Any such changes shall not operate as a waiver of Exhibitor's obligations under this Agreement.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

15.4 Examination of Records. Exhibitor agrees that for a period of three (3) years after the expiration or termination of this Agreement or on the date final payment under this Agreement is received by SITES, whichever is later, the Smithsonian or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, or records of Exhibitor relating to Exhibition at Exhibitor's principal place of business during regular working hours and may make copies or extracts there from with appropriate safeguards, if any, for confidentiality.

15.5 Notices. For purposes of liaison and direction in contractual interpretation matters, dispute resolution or for modification of this Agreement, the following authorized representatives shall represent each party. All notices shall be given by U.S. certified mail, postage prepaid, return receipt request, express overnight courier, or other method evidencing receipt:

If to SITES:
Smithsonian Institution Traveling Exhibition Service
470 L'Enfant Plaza East, SW
Suite 7103, MRC 941
Washington, DC 20024
Authorized Representative: Marc Wynne, Deputy Director for Operations

If to Exhibitor:
City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801
Authorized Representative: Kenny Anderson, Director, Office of Diversity, Equity & Inclusion

SITES and Exhibitor shall promptly advise one another in writing of any substitution of said representatives.

15.6 Amendments/Assignments. No amendments, modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement. No assignment shall be permitted absent the written approval of all parties to this Agreement. This Agreement shall be binding upon the successors and assigns of the parties.

15.7 Waiver and Breach. The waiver by either party or the failure by either party to claim a breach of any of the provisions of this Agreement shall not be, or be construed to be, a waiver of any subsequent breach, whether of similar or dissimilar nature, or in any way affect the effectiveness of such provision, or a

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

waiver by such party of its rights to insist at any subsequent time upon the full performance of any of the terms of this Agreement.

15.8 Severability. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

15.9 Captions and Headings. The captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

15.10 Counterparts. This Agreement may be executed in counterparts, with each copy having the effect of an original.

15.11 Applicable Law. This Agreement shall be governed by and construed in accordance with applicable federal laws and the laws of the District of Columbia regardless of the place of its execution or performance.

15.12 Entire Agreement. This Agreement, including the **Key Terms** and all **Exhibits** attached hereto, constitutes the entire agreement between the parties and supersedes all previous negotiations, representations, and agreements on this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement.

This Agreement shall not be deemed effective, final, or binding upon Exhibitor or the Smithsonian Institution until it is signed and dated by each party's authorized representative.

Accepted and Agreed:

For Exhibitor

_____ _____

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Tommy Battle, Mayor
City of Huntsville

Date

For Smithsonian Institution

_____

Marc Wynne, Deputy Director for Operations
Smithsonian Institution Traveling Exhibition Service
!

_____

Date

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

A

the

Exhibition Checklist

**** Checklist will be sent once final****

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

B

the

National Sponsor(s) Rights and Benefits

Current and future national sponsors shall be entitled to the following rights and benefits from or involving Exhibitor:

The Recognition Line for the national sponsor(s) must appear first, foremost and most prominently in any use of names, logos or logo faces, in form and appearance approved by SITES, in any and all brochures, advertisements, educational and public programming materials, event invitations, Websites/pages for or about Exhibition, and any other materials in any media produced by or for Exhibitor relating to Exhibition, regardless of any local or other sponsorship or underwriting of any of the foregoing.

Recognition of the national sponsors in a Recognition Line (but without logos) in all press or media releases for Exhibition produced by Exhibitor.

Placement of the Recognition Line for local sponsors shall be below and in smaller typeface than that of the national sponsors. No logo of a local sponsor may appear without the logo of the national sponsors.

The opportunity to host either Exhibition opening or another Exhibition-related, onsite event(s) at Exhibitor, at the sponsor's expense but with all applicable facility and/or rental fees waived by Exhibitor. If Exhibitor is the premier host venue and if there is an opening event for Exhibition, the national sponsor(s) will be invited to participate and to speak if there is a speaking program, whether or not they are also the host of the event.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

C

the

Security, Care and Display Requirements

This Exhibition has been designated **MODERATE SECURITY**. It will be offered only to those institutions able to meet the Smithsonian's requirements set forth herein.

General guidelines are given below for gallery spaces as well as for crate storage and staging areas. These are minimum requirements. Guidelines are subject to change based on lender requirements. Notice, along with the updated guidelines, will be provided to Exhibitor should any changes occur.

Current AAM General Facility Report (GFR) must be reviewed and approved by SITES.

SITES will provide Exhibitor with written instructions (Registration and Installation Resources in the Exhibitor Support Materials) for the receipt, movement, unpacking, handling, storage, installation, display, packing, and shipping of Exhibition. Exhibitor shall ensure strict adherence to all such instructions and requirements.
Failure to provide security equal to or greater than that required herein for Exhibition may result in Exhibitor's liability for loss or damages. SITES registration staff is happy to answer any questions about security requirements.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Exhibit

This Exhibit is incorporated into and made a part of Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

The following conditions must be met for this Exhibition, *The Bias Inside Us.*

Space

- This Exhibition requires a minimum of 1500 square feet of space.
- Exhibitor must have controlled access gallery(ies) of sufficient area, wall space, ceiling height, and wall strength to accommodate Exhibition.
- Exhibition cannot be displayed in an open mall, hallway, lounge area, or temporary structure.
- Exhibitor must provide locked, environmentally stable interior
- Exhibition storage and staging areas with sufficient space to ensure the safe handling of Exhibition at all times.
- All gallery preparation work, especially painting and construction, must be completed at least 48 hours before Exhibition is brought into the gallery.
- Smoking (including electronic cigarettes), eating, and drinking are prohibited in Exhibit Space and staging and storage areas.
- Functioning fire prevention systems and fire protection devices that alert guards and/or local fire department must be available in Exhibit Space and staging and storage areas.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Fire prevention and protection systems, as required by law, must meet local ordinances and are subject to SITES' advance, written approval.

- No part of Exhibition may be stored, crated, or moved off premises without prior written authorization from the SITES Registrar.
- Empty crates and other packing materials for objects must be stored indoors, with lids on and bolted, in a secured, pest-free, and temperature and relative humidity- controlled storage space. Empty crates for all other Exhibition materials do not need humidity controlled storage, but all other requirements stated above apply.

Environmental Controls

- Exhibitor must have a recording hygrothermograph(s) or comparable equipment in Exhibit Space.
- Exhibit Space and staging, and storage areas must have continuous temperature and humidity controls to guarantee an environment a stable environment of 65 - 75 degrees Fahrenheit and 35 - 55% relative humidity, with no extreme spikes.
- Light levels must not exceed 30 foot candles. All doors and windows that allow natural light into Exhibit Space must be draped or shaded.
- Direct sunlight must be eliminated to prevent fading of Exhibition components.
- All lighting sources capable of producing UV light must be filtered.

Protection

- Exhibitor is responsible for the safety and security of Exhibition at all times while it is on Exhibitor's premises.
- Guards or other trained personnel must be present during truck off-loading, unpacking, installation, de-installation, packing, and load-out.
- Exhibition must be under continuous human surveillance during public hours. The supervising person, which can include docents or volunteers, may be performing other duties in addition to watching Exhibition, so long as the entrance and exit to Exhibition remain within view at all times.
- Security cameras may not substitute for human guards during public hours and special events.
- Guards need not be armed.
- Exhibition must be secured during closing hours, including either periodic checks of Exhibit Space by guard personnel or adequately monitored electronic surveillance to detect motion, heat, and smoke. (For the purpose of this Agreement, closed-hours is defined as any time of the day or night during which Exhibition is not open for viewing.)
- Packed crates must never be left unattended in areas that are not locked or secured.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Collections and Exhibition Management

- Upon receipt of Exhibition, all crates must be placed in a secure area and acclimate for 24 hours prior to unpacking.
- Empty crates must acclimate to Exhibit Space 24 hours prior to re-packing, at the close of Exhibition.
- Exhibition is accompanied by a cumulative condition report book with entries for each object and component. Exhibitor is required to complete an entry on the condition of each item in Exhibition during unpacking and re-packing.
- The Incoming and Outgoing Condition Report Summaries must be completed and returned to SITES Registrar within 48 hours of unpacking and repacking.
- Exhibitor shall also examine the condition of Exhibition installation materials upon unpacking and periodically thereafter, and report any malfunctions, impairment of condition, breakage, damage or loss to SITES immediately. If such notice is not given and Exhibitor effects repairs at its own expense, SITES will not pay for such costs. If repair or replacement costs are prepaid by SITES and SITES determines the work is reimbursable, Exhibitor agrees to pay SITES' invoice upon receipt. Exhibitor shall be responsible for repair and/or replacement of parts or components of Exhibition due to negligence while Exhibition is in the possession and control of Exhibitor. Unauthorized repairs or replacements are not permitted.
- No object or AV items in Exhibition may be cleaned, altered, or modified without prior written permission from the SITES Registrar. Exhibition structure, including brackets and hanging hardware, may not be altered or modified and must be used as instructed.
- Follow cleaning instructions for components provided in the Registration and Installation Resources folder in the Exhibitor Support Materials.
- All handling, unpacking, installation, de-installation, and re-packing of AV items and Exhibition components must be performed by professional museum staff trained in handling, packing, and installing works of art. Volunteers and interns may not handle the Exhibition.
- Exhibitor must provide a minimum of three (3) professional exhibition preparators installing Exhibition components (structure, graphics, interactives, and AV) truck off-loading, unpacking, placement, installation, de-installation, packing, and truck loading.
- A member of Exhibitor's professional collections management or conservation staff must check Exhibition once daily in order to note any changes or damage. SITES must be notified immediately of any change or damage to objects, AV items, or other Exhibition components.
- Exhibitors in seismic zones must provide SITES with a plan for securing Exhibition objects 6 months in advance of opening.
- Exhibition includes AV, electronic inter-actives, and mechanical inter-active components. Exhibitor must provide staff to install, trouble-shoot and maintain these components.
- SITES will provide supplementary instructions for the daily use, maintenance, installation, and de-installation of all interactive and technical components. Exhibitor shall

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

ensure strict adherence to such instructions and agrees to provide at least one staff person, or person on contract, with relevant experience for the duration of the Display Period to oversee and maintain any interactive components.

- The use of selfie sticks is prohibited.
- Publicity photographs require prior approval by SITES. Photography for condition reporting purposes is permitted; please forward these images to the SITES Registrar.
- Any images of Exhibition crates used for traditional or social media must have the identifying markers (SITES' name and Exhibition number) blurred in order to maintain security protocols.

Shipping and Receiving

- Exhibition is anticipated to be shipped to each venue in a 53' tractor trailer. Exhibition must be off-loaded directly from the truck into the facility. Any plans that deviate from these requirements must be approved in advance by the SITES Registrar.
- Exhibition will be shipped by a SITES approved designated carrier.
- Exhibition crates may **not** be stacked in the truck unless otherwise indicated on the crate list.
- Exhibition contains oversized crates. The largest crates in this Exhibition are 59 x 94 x 30 feet. Exhibitor must have the facility, staff or contractors, and equipment required for safe receipt of crates and movement into storage and gallery.
- Exhibition contains crates that weigh up to 800+ pounds. Exhibitor must have the facility, staff or contractors, and equipment required for safe receipt of crates and movement into storage and gallery.
- Crates may not be tipped or turned on their sides. Tipping could cause damage to the contents inside.
- Exhibitor's responsibility for the components of Exhibition includes the crates and other packing materials. The conditions of the materials must be noted at both receipt and outgoing shipment of Exhibition. Exhibitor may be held liable for any damage to the crates and packing materials noted by the venue following Exhibitor that Exhibitor had not previously noted and reported to SITES. If crates are delivered damaged: Exhibitor must indicate that damage on any receipts Exhibitor is asked to sign by the shipping company (Bills of Lading, etc.). If Exhibitor does not have time to inspect each crate, then on the carrier's receipt Exhibitor must write "condition pending inspection" before signing.

For any questions regarding this material, please contact the SITES Registrar Margaret Leahy, leahym@si.edu, (202) 633-5031.

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

In the event of damage or theft, immediately contact the SITES General Registrar Line for instructions:

202-633-3170

*****24 hours a day / 7 days a week*****

Exhibit D

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

*****Attach completed venue host application*****

Kenneth Anderson

kenny.anderson@huntsvilleal.gov

[illegible]	Apr 21, 2021 2:57 PM
[illegible]	City of Huntsville Office of Diversity, Equity & Inclusion
[illegible] application	Kenneth Anderson
[illegible]	kenny.anderson@huntsvilleal.gov
[illegible] working to [illegible]	The City of Huntsville's Office of Diversity, Equity and Inclusion supports citywide projects that strengthen organizations to attain a multicultural workforce, assesses diverse community needs in the context of multiculturalism, provides technical support and advice to the Human Relations Commission, neighborhood associations, and community watch groups and promotes social justice among diverse groups across the city.
[illegible]	The University of Alabama Office of Diversity, Equity and Inclusion HudsonAlpha Institute of Biotechnology Oakwood University Drake State Community & Technical College Calhoun Community College Alabama A&M University Committee of 100 Interfaith Mission Service Google Fiber Facebook Phoenix Huntsville/Madison County Chamber of Commerce North Alabama African American Chamber of Commerce Huntsville Area Association of Realtors Huntsville Association of Real Estate Brokers Others

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

What community/organizational goals would The Bias Inside Us help you meet?	Inspire community members to engage in critical thinking about implicit bias Educate community members about the role that implicit bias plays in everyday life and present opportunities to advance the cause of community building and social justice Demonstrate our ongoing commitment to create a beloved community where all people feel valued and affirmed and can participate in the fullness of citizenship
The Bias Inside Us tells the national narrative of bias and it's up to host communities to share their local perspective - each host community is responsible for creating local engagement activities that further the learning. What are examples of engagement activities you hope to develop to continue the project's conversation in your community?	The Future & Beyond Diversity, Equity & Inclusion Forum- a local community conversation about implicit bias and its impact on society Collaborate with local institutions of higher education on community service learning projects for students that operationalize diverse people coming together to build the community
Since this project includes a local engagement component, you may hope to host it concurrently with another event in your community and therefore have a particular timing request. If so, please indicate below which dates work best for your	We are flexible and would be honored to be selected as a host for this important event.

Exhibit E

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Sample Exhibitor Closeout Survey

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

This survey is required for all SITES exhibitors. This advance copy is being provided for your convenience. After your exhibition closes, you will receive an email with a link to complete the survey online.

Organization Name:

Exhibition Name:

Exhibition Opening Date:

Were our exhibitor support materials available in plenty of time to support your planning for this exhibition?

- ○ Yes
- ○ No

Please evaluate our exhibitor support materials.

	Exceeded Expectations	Met Expectations	Below Expectations	Did Not Use	Was not Included in my Support Package
General Information	○	○	○	○	○
Exhibition Materials	○	○	○	○	○
Logistics	○	○	○	○	○
Publicity	○	○	○	○	○
Other Resources	○	○	○	○	○

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Please rate your experience in regard to the shipping / arrival, installation, deinstallation, and outbound shipping for this exhibition.

	Exceeded Expectations	Met Expectations	Below Expectations
Shipping / arrival	o	o	o
Installation	o	o	o
De-installation	o	o	o
Outbound shipping	o	o	o

What impact(s) did this exhibition have on your organization?

	Exceeded Expectations	Met Expectations	Below Expectations	Not Applicable
Additional income/revenues	o	o	o	o
Increased membership	o	o	o	o
New clientele/audiences	o	o	o	o
Increased publicity	o	o	o	o
Increased connection to local community	o	o	o	o

Did you see increased participation from any of the following groups? Please check all that apply.

- School groups
- Families
- Locals
- Tourists
- First-time visitors
- Millennials
- Underserved audiences

Did you have a specific target audience in mind for this exhibition? If so, list the audience below.

Were you successful in reaching this audience?

o Yes o No

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

What was your overall museum attendance while our exhibition was on display?

What was the approximate attendance for our exhibition?

Based on your expectations, attendance at our exhibition:

o Exceeded expectations o Met expectations o Was below expectations o Unsure

What programs or special events did you host in conjunction with our exhibition?

If you count attendance separately for programs or special events, please enter the approximate attendance for the ones you hosted in conjunction with our exhibition:

How do you keep track of attendance?

- o Ticket sales
- o Automatic attendance counters o Hand counting o Estimates
- o Visitor engagement with electronic exhibit components
- o Other

Did your organization use social media to promote this exhibition?

- o Yes
- o No

Which channel(s) did you use?

- Facebook
- Twitter
- YouTube
- Instagram
- Flickr
- Google+ Pinterest
- Tumblr
- Snapchat
- Foursquare

Approximately how many followers does your organization have on social media?

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

- o Less than 5,000 o 5,000 - 10,000 o 10,000 - 25,000 o 25,000 - 50,000 o 50,000 - 100,000
- o More than 100,000

What factors did you consider in your decision to choose a SITES exhibition?

- Topic of exhibit
- Specific features within the exhibit
- Price
- Quality
- Smithsonian name / reputation
- Interaction with SITES staff / level of service
- Other reason(s) - please explain below

How did this exhibition meet your expectations, overall?

	Exceeded Expectations	Met Expectations	Below Expectations
Exhibition Quality	o	o	o
Exhibition Value	o	o	o
Working with SITES	o	o	o

Would you like to work with SITES again?

- o Yes o Maybe
- o No

Do you have any thoughts about how we could have improved this exhibition?

Exhibit F

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Sample License Agreement (Photos from Exhibitor)

[I, _____, hereby grant] or [venue name] hereby grants to the Smithsonian Institution Traveling Exhibition Service (SITES) of the Smithsonian Institution (hereinafter "Smithsonian") a royalty-free, irrevocable, and non-exclusive license to use image(s) specified below for standard non-profit museum uses. Such uses shall include, but not be limited

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

to, exhibition, promotion, publicity, Smithsonian website pages, educational activities, archives, research, brochures, and other non-profit, educational publications created by or on behalf of Smithsonian. For these purposes, publications shall mean print, digital, electronic, and all other forms of media.

RESTRICTIONS ON USE OF MATERIALS, if any:

_____

TYPES OF MATERIALS (please check):

_____ Digital Files _____ Photographs _____ Illustrations
_____Textual Materials _____ Audiotape _____ Videotape
_____ Other (describe) _____

DETAILED DESCRIPTION OF MATERIALS:

CREDIT LINE AND/OR CAPTION:

ADDITIONAL PERMISSIONS NEEDED, IF ANY (for example, copyright owner, subjects in photographs, illustrations in text)

_____

FEE (if required) _____

DISPOSITION OF MATERIALS AFTER USE (please check one):

____ Return to owner ____ May be retained ___ Not applicable

WARRANTY: I warrant and represent that I am the owner of the materials described, including copyright, and that I have the full authority to grant the requested license. If the materials include materials for which multiple permissions are required (for example, subjects depicted in photographs), I warrant that I have obtained all necessary permissions, including without limitation, copyright and rights of privacy and publicity, from the rights-holders or have specified on the "Additional Permissions" line above, all additional permissions that the Smithsonian must obtain in order to fully exercise the rights granted herein. I will indemnify and hold harmless the Smithsonian Institution from any claim, cause or allegation asserted by a third

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

party against the Smithsonian Institution for infringement or violation of copyright or other rights based on its use of the materials.

Name (please print) Signature Date

Organization

Address

Telephone Number FAX Number E-mail address

Smithsonian Unit Procurement Officer Date

Exhibit G

This Exhibit is incorporated into and made a part of the Agreement by and between the City of Huntsville ("Exhibitor") and the Smithsonian Institution Traveling Exhibition Service ("SITES").

Initials (Exhibitor) _____

Initials (Smithsonian Institution) _____

Limitations from Alabama Code

Code of Alabama
Title 11. Counties and Municipal Corporations. (Refs & Annos)
Subtitle 2. Provisions Applicable to Municipal Corporations Only. (Refs & Annos)
Chapter 47. Powers, Duties, and Liabilities Generally. (Refs & Annos)
Article 8. Liability for Negligence of Agents, Etc. (Refs & Annos)

Ala.Code 1975 § 11-47-190

§ 11-47-190. When municipality liable; joint liability of other persons or corporations.

Currentness

No city or town shall be liable for damages for injury done to or wrong suffered by any person or corporation, unless such injury or wrong was done or suffered through the neglect, carelessness, or unskillfulness of some agent, officer, or employee of the municipality engaged in work therefor and while acting in the line of his or her duty, or unless the said injury or wrong was done or suffered through the neglect or carelessness or failure to remedy some defect in the streets, alleys, public ways, or buildings after the same had been called to the attention of the council or other governing body or after the same had existed for such an unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the council or other governing body and whenever the city or town shall be made liable for damages by reason of the unauthorized or wrongful acts or negligence, carelessness, or unskillfulness of any person or corporation, then such person or corporation shall be liable to an action on the same account by the party so injured. However, no recovery may be had under any judgment or combination of judgments, whether direct or by way of indemnity under Section 11-47-24, or otherwise, arising out of a single occurrence, against a municipality, and/or any officer or officers, or employee or employees, or agents thereof, in excess of a total $100,000 per injured person up to a maximum of $300,000 per single occurrence, the limits set out in the provisions of Section 11-93-2 notwithstanding.

Credits
(Code 1907, § 1273; Code 1923, § 2029; Code 1940, T. 37, § 502; Acts 1994, No. 94-641, p. 1202, § 1.)

Notes of Decisions (222)

Ala. Code 1975 § 11-47-190, AL ST § 11-47-190
Current through the end of the 2021 Regular Session, the end of the 2021 First Special Session, and the end of the 2021 Second Special Session.

End of Document

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Code of Alabama
Title 11. Counties and Municipal Corporations. (Refs & Annos)
Subtitle 3. Provisions Applicable to Counties and Municipal Corporations. (Refs & Annos)
Chapter 93. Tort Claims and Judgments Against Local Governmental Entities. (Refs & Annos)

Ala.Code 1975 § 11-93-2

§ 11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.

Currentness

The recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to $300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to $100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts hereinabove set forth.

Credits
(Acts 1977, No. 673, p. 1161, § 2.)

Notes of Decisions (39)

Ala. Code 1975 § 11-93-2, AL ST § 11-93-2
Current through the end of the 2021 Regular Session, the end of the 2021 First Special Session, and the end of the 2021 Second Special Session.

End of Document

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Initials (Smithsonian Institution) _____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0345

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Kanary's for a Diversity Equity and Inclusion assessment.

Resolution No.

Finance Information:

Account Number: 1000-10-10300-515370-00000000

City Cost Amount: $40,000.00

Total Cost: $40,00.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Kanary's for a Diversity Equity and Inclusion assessment.

Resolution No.

Finance Information:

Account Number: 1000-10-10300-515370-00000000

City Cost Amount: $40,000.00

Total Cost: $40,00.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Kanary's which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Kanary's consisting of four (4) pages with the date of April 28, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April 2022.

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

APPROVED this the 28th day of April 2022.

_____
Mayor of the City of Huntsville, Alabama

Kanarys

STATEMENT OF WORK

This Statement of Work ("**Agreement**") is entered into on April 28, 2022 (the "**Effective Date**") by and between the City of Huntsville, Alabama (the "**Company Partner**") and Kanarys, Inc. ("**Kanarys**").

1. Kanarys Platform Objectives

1.1. Kanarys through the use of the platform and other software applications (collectively, the "**Kanarys Platform**") provides services to (a) provide the infrastructure to collect and analyze data to gauge employee diversity, equity, and inclusion ("**DEI**") sentiment with the ability to isolate insights based on various multivariant and intersectional diversity factors (the "**Employee Baseline Diagnostic Assessment**"), (b) provide a targeted assessment to gain understanding of a company's policies, programs, initiatives, and practices and provides recommendations on improvements to avoid unfair practices in hiring, firing, recruitment, retention and discipline (the "**Organizational Systems Assessment**"), and (c) generate specific analytical insights, comparisons, benchmarks, and recommendations derived from data collected from users and third parties sources on the Kanarys Platform.

2. Description of Services and Fees

2.1. The Company Partner hereby commits to an annual subscription of the Equity Innovation Approach with Kanarys for a term of one (1) year (the "**Initial Engagement**") which shall include the assets and services set forth in Section 2.2. At the end of the Initial Engagement, the Company Partner shall have the option to renew for successive one (1) year subscription terms (each, a "**Sustaining Engagement**") in the amount of the Initial Engagement for up to three (3) additional terms. The Mayor of the City of Huntsville shall have authority to renew the Agreement on behalf of the Company Partner. Kanarys may increase the amount of the Sustaining Engagement from year to year once every twelve (12) months by no more than three (3) percent. In the event that Kanarys increases such Sustaining Engagement amount above three (3) percent from the current year Sustaining Engagement amount, such increased amount will require ninety (90) days' written notice prior to the expiration of the then-current term, and the Company Partner will have thirty (30) days from such notice to terminate the Agreement by providing written notice to Kanarys.

2.2. The Company Partner is hereby requesting the following assets at the fees and payment schedule as set forth below:

Initial Engagement: ***$40,000***

☒ *Deployment of Organizational Systems Assessment*

✓ Data-driven DEI inquiries to understand the performance of Company Partner on key DEI factors

☒ *Deployment of Baseline Diagnostic and Ongoing Pulse DEI Workplace Equity Assessments (approximately 2,000 employees)*

☒ *Real-Time DEI Data Reporting and Analytics Dashboard*

☒ *Annual Subscription includes*:

- ✓ Dedicated DEI Client Champion (assist with account management)
- ✓ DEI Communications Templates
- ✓ Planning Sessions (during assessment deployment periods)
- ✓ Insights Reports and Recommendation Plans for each Deployment
- ✓ Up to 20 hours of DEI Consultation Hours (DEI data consultations, thought leadership, coaching, ask-DEI expert-anything hours, and step-by-step frameworks on how to implement recommendations)
  - 5 hours/quarter (must use the allotment by end of each calendar quarter)
  - 72 hours minimum advance notice required for any scheduled calls

Additional DEI Consulting: Please check any box below that applies.

☐ *Learning Journey (topic to be determined based on assessment results)* **$10,000**

Length: 4.5 hours (three 90-minute sessions)
Capacity: 30 people maximum per session

☐ *DEI Consulting Hours* ***$375/Hour***
(training, development, facilitation, strategy, full audits)

2.3. Initial Engagement and Sustaining Engagement(s) deliverables include:

2.3.1. The launch of self-identification campaign providing information regarding demographic categories asked during each deployment to the Company Partner's employee workforce who receives the assessment(s) from Kanarys as set forth under Section 2.2;

2.3.2. Customized dashboards for the Company Partner based on its HRIS data file and discussions with the Company Partner (the "**Dashboard Specifications**"); and

2.3.3. Tailored DEI recommendations for the Company Partner based on (a) the Dashboard Specifications, (b) DEI data and analytics compiled by Kanarys on the Kanarys Platform and (c) DEI data collected during the DEI Baseline Assessment and/or Ongoing Pulse DEI Workplace Equity Assessments.

2.3.4. During the assessment period, Kanarys shall collaborate and discuss various strategies with Company Partner to ensure maximum assessment participation rates. Kanarys shall continually monitor participation rates and communicate progress to Company Partner. Company Partner's dedicated DEI Client Champion (client success manager) shall also continue discussions for optimizing strategies through the assessment period (e.g., sending reminders, prize giveaways, etc.). Given a percentage of employees of Company Partner are non-office workers, Kanarys may also recommend strategies previously used with other similarly situated clients around utilizing supervisors to provide a laptop ("station") for their reports to take the assessment during a team meeting, providing QR codes they can scan with their phones to access the assessment, and distributing the assessment link via text message. Kanarys can also craft DEI communications specifically to the supervisors on the importance of getting their assistance with their non-office workers in order to increase participation and response rates.

2.3 The fees for the Initial Engagement as set forth in Section 2.2 shall be invoiced as of the date hereof. The fees for any Sustaining Engagement shall be invoiced as of the last day of the then-current term.

2.4 Kanarys shall submit invoices by electronic mail to the Billing Contact.

3. Miscellaneous

3.1. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

3.2. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the

third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties hereto at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 3.2).

4. Party Contacts

4.1. Any questions pertaining to this Agreement shall be sent to:

a) For Kanarys:

CONTACT NAME / TITLE: S. Carter / General Counsel

EMAIL: contracts@kanarys.com

PHONE: (214) 308-2033

b) For the Company Partner:

CONTRACT MANAGER NAME/TITLE: Kenny Anderson, Director, Office of Diversity Equity, and Inclusion

EMAIL: kenny.anderson@huntsvilleal.gov

PHONE: 256-883-3993

BILLING ADDRESS:
308 Fountain Circle, 8th floor
C/O Sharon King, Huntsville, Alabama 35801

BILLING CONTACT (FOR INVOICING PURPOSES) (only if different than Contract Manager listed above)

NAME/TITLE: Sharon King, Admin. Aide to the Mayor's Office

EMAIL: sharon.king@huntsvilleal.gov

PHONE: 256-427-5004

BILLING ADDRESS:
308 Fountain Circle, 8th floor
C/O Sharon King, Huntsville, Alabama 35801

AGREED AND ACCEPTED AS OF THE EFFECTIVE DATE:

KANARYS, INC.

By: Mandy Price
Name: Mandy Price

Title: Chief Executive Officer

CITY OF HUNTSVILLE, ALABAMA

By:_____
Name:

Title:

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Kanary's which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Kanary's consisting of four (4) pages with the date of April 28, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April 2022.

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

APPROVED this the 28th day of April 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0346

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and The Arts Council, Inc., dba Arts Huntsville.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Contract for "Concerts in the Park" that will take place in Big Spring Park each summer through September 2025.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville" consisting of six (6) pages, and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE ARTS COUNCIL, INC. dba ARTS HUNTSVILLE

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT made this 28th day of April, 2022, between The Arts Council, Inc., dba Arts Huntsville, a private, non-profit corporation in the State of Alabama (hereinafter "Arts Huntsville"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter "City"), for the purpose of providing musical events for the inhabitants of the City.

Both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this Agreement as follows:

1. This Agreement shall become effective upon the date signed by both parties hereto and shall continue in effect through September 30, 2025.

2. Arts Huntsville will:

   A. Co-produce outdoor musical events called "Concerts in the Park" (the "Events") in Big Spring International Park, Huntsville, Alabama, on every Monday from 6:00 P.M. to 8:30 P.M., commencing the first Monday in June of each year of this agreement, and continuing for ten weeks through the Monday in August immediately following the start of the Huntsville City School year, except for the following:

   Arts Huntsville reserves the right to move the event scheduled around or in proximity to the July 4th holiday, or to cancel the event altogether if, in the opinion of Arts Huntsville and the City, the event would interfere with any other cultural events scheduled on or about July 4th of each year of this agreement.

   B. For each year of this agreement, provide a "not to exceed" budget to the City of Huntsville, to cover the total cost of staging the Events. Said costs include but are not limited to sound/lighting equipment vendors, rental of staging, musical instruments, and other necessary rental equipment. The "not to exceed" budget shall be provided no later than August 31st of the year preceding the Events. The "not to exceed" amount shall be subject to the approval of the City.

C. Audition, select, and schedule performers for all of said Events.

D. Provide to the City a schedule of all the performers, to the extent possible, for all the Events no later than the second Monday in May of each year of this agreement.

E. Notify the City in writing no later than five (5) business days before the date of an event of all staging and equipment needed. In the event the City is unable, for whatever reason, to provide the staging and other rental equipment by the Thursday before the date of the event, Arts Huntsville can rent such equipment as it deems necessary to produce the event, provided such costs are within the amount budgeted for the event as indicated in the notice required in paragraph 2(B) of this agreement.

F. Provide a master of ceremonies (MC) for all the said Events.

G. Be responsible for all publicity of the said events and notification of the media if an event is cancelled due to inclement weather. All advertising and press releases shall indicate that the events are a co-production of Arts Huntsville and the City of Huntsville's Parks and Recreation Department.

H. Be expressly authorized to receive donations at the Events. Arts Huntsville shall maintain documentation of all donations received and make such documentation available for inspection by the City.

I. Be expressly authorized to seek and accept financial sponsorships from vendors, local businesses, and corporations to support the annual Concerts in the Park summer series. Documentation of the terms of the sponsorships is to be maintained on file in the Arts Huntsville administrative office and open to review by the City of Huntsville upon request. The City has the right of approval for all sponsors.

J. Be expressly authorized to contract with and manage all food and commercial vendors for the Events. Arts Huntsville will oversee the vendors' compliance with all applicable laws, ordinances and regulations. Arts Huntsville, 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, court awarded attorney's fees, arising out of or resulting from the contracting and management of food vendors for said Events.

K. Net proceeds from donations, sponsorships, and food vendor payments secured by Arts Huntsville, after Arts Huntsville's expenses for bands/musicians, printed promotional materials, marketing, royalties, and

1.5 Arts Huntsville employees working the Events have been deducted, will be split evenly between the City and Arts Huntsville to defray operational and staff expenses associated with the Concerts in the Park summer series.

L. Contract with sound, lighting and staging vendors for the Events and will pay the charges for said vendors as they are incurred. The City will reimburse Arts Huntsville for these expenses up to the amount budgeted pursuant to paragraph 2(B) of this Agreement The amount reimbursed shall not exceed $15,000.00 per year.

M. Provide an annual written summary of receipts and disbursements, as well as any proceeds due to the City, by September 30th of each year of this agreement.

N. Provide professional staff and service to set up and operate sound, lighting, or any rental staging equipment not provided by the City for the Events.

O. Provide to the City a monthly invoice for professional services provided in paragraphs 2(B), 2(E), 2(L), and 2(N).

3. The City will:

A. Co-produce outdoor musical events (the "Events") in Big Spring International Park, Huntsville, Alabama, on every Monday from 6:00 P.M. to 8:30 P.M., commencing the first Monday in June of each year of this agreement, and continuing for 10 weeks through the Monday in August immediately prior to the start of the Huntsville City School year.

B. Secure all required City permits for all said Events.

C. Provide to Arts Huntsville by May 15th of each year of this agreement, a written list of City owned and contracted equipment available for use by Arts Huntsville for the Events.

D. Assist with selection and scheduling of performers for all said Events.

E. Provide a suitable location in Big Spring International Park, Huntsville, Alabama, for all the Events.

F. Provide staging, or other equipment, owned by the City, as needed and as available for all Events upon notification pursuant to paragraph 2(E) and provided the total costs for the requested equipment does not exceed the amount budgeted and appropriated by the City as indicated by the budget submitted by Arts Huntsville in accordance with paragraph 2(B).

G. Provide an adequate number of privies based on the anticipated crowd at each

of the said Events.

H. Provide professional staff service for setting up the said equipment in paragraph 3(C), setting up the staging in paragraph 3(F), overseeing the delivery of the said privies in paragraph 3(G), and other reasonable and necessary tasks pursuant to the City's obligations herein.

I. Oversee and direct the setting up of sound equipment, staging, and/or rental equipment at 2:00 P.M. prior to each of the Events.

J. Pay all invoices in a timely manner for services referenced in 2(J), and 3(F).

K. Coordinate all event security needs with officials from Huntsville Parks and Recreation Department and other departments as necessary, including Huntsville Police Department, Parking Services, Huntsville Museum of Art and HEMSI.

4. In the event it is raining by 5:30 P.M. on the date of a scheduled Event, the parties to this agreement shall mutually decide whether the Event shall be canceled.

5. All necessary communication with regard to this agreement between Arts Huntsville and the City shall be conducted through the City's Recreation Superintendent of Special Events. If unavailable, contact shall be through the Director of Parks and Recreation. All notices or correspondence required in paragraphs 2(B) and 2(D) shall be submitted in writing directly to the Recreation Superintendent, Community Events, 2411 Ninth Avenue, Huntsville, Alabama 35805.

6. The annual summary of receipts and disbursements required by paragraph 2(H) and 2(I) shall be submitted in writing directly to the Director of Parks and Recreation, 2411 Ninth Avenue, Huntsville, Alabama 35805.

7. Arts Huntsville shall be deemed in all respects to be a contractor and not an agent, joint venturer, or partner of the City. All the services to be performed for the City under this Agreement are to be performed by Arts Huntsville, and Arts Huntsville may utilize the customary services of others under its direct supervision, without further expense or cost to the City. Arts Huntsville shall be responsible for all salaries, wages, taxes, unemployment compensation, workmen's compensation or other "benefits" of its employees and does hereby indemnify and hold harmless the City from any obligation therefor.

8. All promotional advertising and press releases shall indicate that the events are a co-production of the City of Huntsville, through its Department of Parks and Recreation, and Arts Huntsville.

9. Should this Agreement be found by any court of competent jurisdiction to be illegal or unenforceable, it shall be deemed terminated as of the date of any such

decree, without recourse of either party against the other.

10. This document represents the full agreement among the parties. This Agreement shall be construed in accordance with the laws of the State of Alabama.

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

THE ARTS COUNCIL, INC., dba Arts Huntsville, a private, non-profit corporation in the State of Alabama

By: _____
Allison Dillon-Jauken, Executive Director

CITY OF HUNTSVILLE, a municipal corporation in the State of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Kenneth Benion, Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Allison Dillon-Jauken, whose name as executive Director of ARTS COUNCIL, INC., dba Arts Huntsville, a private, non-profit corporation in the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she, as such officer and with full authority, executed the same for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2022

_____
Notary Public

STATE OF ALABAMA)
COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the _____ day of _____, 2022.

_____
Notary Public

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0347

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Assistance Program, Inc., as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 82,800.00

Grant Title - CFDA or granting Agency: ERAP2

Resolution #:

Location:

Address: 1001 Monroe Street SW Huntsville, AL 35801

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

Additional Comments:

The City will grant $82,800.00 to the Sub-recipient for administration of the program.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1493

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Assistance Program, Inc. as a sub-recipient to use grant funds from the U.S. Treasury Emergency Rental Assistance Program.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 82,800.00

Grant Title - CFDA or granting Agency: ERAP2

Resolution #:

Location:

Address: 1001 Monroe Street SW Huntsville, AL 35801

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

Additional Comments:

The City will grant $82,800.00 to the Sub-recipient for administration of the program.

Resolution No. 2022-_____

WHEREAS, the American Rescue Plan Act was enacted by Congress and signed into law by the President on March 11, 2021 to fund states, U.S. Territories, local governments and Indian tribes, and;

WHEREAS, the purpose of the U.S Treasury Department funding is to assist eligible households for rent, rental arrears, utilities, utility arrears and other housing expenses resulting from the COVID-19 pandemic; and

WHEREAS, the Sub-recipient is a nonprofit organization duly organized to promote and assist eligible households with rent, rental arrears, utilities, utility arrears and other housing expenses services for households under the Emergency Rental Assistance Program (ERAP2); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an Agreement between the City of Huntsville, Alabama and Huntsville Assistance Program, Inc., said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND HUNTSVILLE ASSISTANCE PROGRAM, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS" consisting of ten (10) pages, and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 28th day of April 2022

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

APPROVED this the 28th day of April 2022

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE ASSISTANCE PROGRAM, INC. FOR THE ADMINISTRATION OF EMERGENCY RENTAL ASSISTANCE FUNDS

THIS AGREEMENT is made the 28th day of April 2022, by and between Huntsville Assistance Program, Inc., a non-profit Alabama organization, ("Sub-recipient"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

I. Statement of Work

A. The City will grant $82,800.00 to the Sub-recipient for administration of the program. Funds will be used exclusively for expenses related to the Sub-recipient providing direct case management and financial assistance to any eligible City of Huntsville resident who has been financially affected by the COVID-19 pandemic.

B. The Sub-recipient will be funded on a reimbursement basis for actual expenses related to the administration of the program.

C. The Sub-recipient must establish a separate bank account for the sole purpose of providing direct emergency rental and utility assistance to eligible households.

D. The City of Huntsville will manage the pool of available funding and disperse advance direct assistance funding not to exceed the total amount of Emergency Rental Assistance Grant funds allocated to the City of Huntsville from the U.S. Department of Treasury. All grant funds must be for assistance to eligible households and must be used for rent, rental arrears, utilities, utility arrears and other expenses related to housing incurred directly or indirectly due to the COVID-19 pandemic.

_____
President, or President Pro-Tem, of the
City Council of the City of Huntsville, AL
April 28, 2022

E. Households served by this program will meet the following criteria: Renter households with maximum household incomes of no more than 80% of the area median income (AMI) and who meet the following conditions:

1) One or more individuals in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and

2) One or more individual in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:

    a) A past due utility or rent notice or an eviction notice;
    b) Unsafe or unhealthy living conditions; or
    c) Any other evidence of such risk as determined by the grantee

3) The Sub-recipients must prioritize assistance to households at risk of being evicted or with incomes of no more than 50% of AMI and to households in which one or more household member is unemployed and has been unemployed for 90 days and provide case management support to these households, to help them maintain housing for at least 3 months.

4) Payments, including arrearages and future payments for any individual household generally may not exceed 15 months; however a grantee may provide assistance for an additional three months (for a total of 18 months) only if it is necessary to ensure the household remains stably housed and if funding is available.

5) Sub-recipient must make payments directly to a lessor or utility/home energy provider on behalf of the eligible household unless the lessor or utility/home energy provider does not agree to accept the payment, in which case the grantee may make payments directly to the eligible household.

II. National Objective

All activities funded with U.S. Treasury must meet the ERAP2 Program's National Objective: The Sub-recipient certifies that the activities carried out under this Agreement will meet Low- or Moderate-Income Eligibility - 24 CFR 570.208(a)(2)(i)(A). As the Sub-recipient hereby certifies that its activities solely benefit persons who have been adversely affected financially by COVID-19, this activity is presumed to benefit low-income persons.

III. **Use of Funds**

The U.S. Treasury funds shall be used according to the budget submitted by the Sub-recipient during application process(below).

Budget Category	**Source**	**Amount**
Administration	U.S. Treasury	$82,800.00
Total		**$82,800.00**

IV. **Performance Goals**

The Sub-recipient agrees to provide a minimum of 100 households with emergency rental and/or utility assistance during the term of this agreement and shall be reported to the City monthly.

V. **Timetable**

The services of the Sub-recipient shall begin April 28, 2022 and completed by December 31, 2022. All funds must be obligated or expended by December 31, 2022. All funds that are not expended by December 31, 2022 shall be returned to the City of Huntsville no later than January 5, 2023. Regulations and time deadlines are subject to change contingent on U.S. Department of the Treasury Emergency Rental Assistance Program updated guidance.

VI. **Payments**

A. Advance payments for eligible rent and utility expenses shall be made from the available pool of Emergency Rental Assistance funds as administered by the City of Huntsville and in accordance with performance and monthly reviews.

B. The Sub-recipient shall submit an advanced payment requests for eligible rent and utility expenses via e-mail with copies of bank statements showing that funds have been expended. Verification that funds have been expended must be proven before next advanced payment will be given. The Sub-recipient shall submit reimbursement forms via e-mail monthly for case worker salaries with evidence to the City of properly executed payrolls, time records, invoices, vouchers or other official documentation for each reimbursement request. The Sub-recipient must also maintain a financial management system in accordance with the standards specified in 24 CFR 84.21.

C. The City of Huntsville Alabama shall advance the Sub-recipient upon submission of a payment request form. The City of Huntsville staff must approve all requests for payment per policies and procedures; therefore, reimbursement will be processed in a timely manner. Allowable payments are those necessary and proper costs identified by the Sub-recipient's application and approved by the Staff, unless any or all costs are disallowed by the City of Huntsville staff. All costs must be incurred within the allowable time specified within this agreement.

VII. **Subrogation**

A. In consideration of Sub-recipient's funds from the City, the Sub-recipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Sub-recipient.

B. Under this Agreement and at the sole discretion of the City, there shall be a determination that there has been no duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Sub-recipient, that can be used to pay for the costs described under Budgeted Costs for the scope of work described in this agreement that are to be paid for by the U.S. Treasury funds.

C. Upon receiving any proceeds from other relief programs, or loan programs for this scope of work, that were not already described in the grant application, Sub-recipient agrees to immediately notify the City. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

VIII. **Records and Reports**

A. Sub-recipient is expected to have met the performance goals by the end of the agreement. Sub-recipient is also expected to have met the performance goals stated in the "Timetable." If not, Sub-recipient will have to provide evidence of factors beyond their reasonable control. Staffing issues will not be considered beyond their reasonable control. Accordingly, a final "Performance Report" should be submitted no later than 15 days after the agreement period.

B. The Performance Reports will provide all information necessary to determine that projected activities are being accomplished. Performance Reports also should include justification for lack of progress or delays in accomplishing the scope of work.

C. Sub-recipient must provide quarterly and final Performance Reports on the use of funds, including the following information:

D. The number of eligible households that receive assistance;

E. The acceptance rate of applicants for assistance;

F. The type(s) of assistance provided to each household;

G. The average amount of funding provided per household;

H. Incomes of eligible households by income tier (less than or equal to 30 percent of AMI, between 30 and 50 percent of AMI, between 50 and 80 percent of AMI);

I. The average number of monthly rental or utility payments that each household received; The data above must be disaggregated by gender, race, and ethnicity of primary applicant;

J. Sub-recipient must establish data privacy and security requirements.

IX. Financial Reporting

The Sub-recipient shall:

A. Maintain a separate bank account and an effective system of internal fiscal control and accountability for all U.S. Treasury funds, and make sure the same are used solely for authorized purposes.

B. Ensure that all costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. The Sub-recipient shall also keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Sub-recipient's accounting records.

D. Inform the City concerning any funds allocated to the Sub-recipient, that the Sub-recipient anticipates will not be expended during the term of this Agreement and return the unexpended funds to the City.

X. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Sub-recipient, City, or their designees for review upon request.

XI. Uniform Administrative Requirements

The Sub-recipient will, to the maximum possible extent, ensure compliance with regulations regarding:

A. Office of Management and Budget (OMB) Uniform Guidance, "Cost Principles, Audit and Administrative Requirements for Federal Awards" (2 CFR Part 200), which establishes principles for determining costs of grants, contracts, and other agreements with nonprofit organizations. These regulations are applicable for determining acceptable/allowable costs of work performed by nonprofit organizations. For example, to be allowed under an award, costs must meet general criteria such as:

1. Be reasonable for the performance of the award,
2. Be accorded consistent treatment,
3. Be determined in accordance with generally accepted accounting principles, and
4. Be adequately documented.

B. Office of Management and Budget (OMB) Uniform Guidance which, in part, provide that financial management systems operated by recipients of federal assistance will provide for accurate, current, reliable, and complete disclosure of financial and accounting records relating to the use of federal dollars.

All records will identify the source and application of funds for activities, and accounting records are to be made available for audit(s) at the City's direction to determine the fiscal integrity of financial transactions and performances. All future procurement transactions for supplies, equipment, construction, and other services, regardless of whether negotiated or advertised, will be conducted in a manner so as to provide maximum open and free competition.

The Sub-recipient will give the U.S. Treasury, the City of Huntsville Alabama, or any authorized representatives access to the right to examine all records and documents related to the grant. Such records will be maintained for a period of at least five (5) years after receipt of federal funds.

XII. Additional Federal Requirements

The Sub-recipient will ensure compliance with regulations regarding:

A. Civil Rights

1. General Compliance

Title VI and Title IX of the Civil Rights Act of 1964 (Public Law 88-352)(42 U.S.C. 2003d et seq.); and implementing regulations issued at 24 CFR Part 1; as amended by

Executive Order 11375 and 12086, and implementing regulations at 41 CFR Chapter 60, which prohibits discrimination in any activity receiving federal financial assistance.

2. Nondiscrimination

Title VIII of the Civil Rights Act of 1968, (Public Law 90-284)(42 U.S.C. 3601 et seq.); as amended, which prohibits discrimination in housing on the grounds of race, color, religion, national origin, sex, disability, or familial status.

Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) which requires that no person will on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity funded in whole or in part with U.S. Treasury funds.

Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, (Public Law 93-112) as amended, and implementing regulations when published for effect. Said regulation provides for nondiscrimination based on disability in federally assisted programs and activities.

B. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

2. No employee, officer or agent of the Sub-recipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to U.S Treasury-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the U.S. Treasury-assisted activity,

or with respect to the proceeds from the U.S. Treasury-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Sub-recipient, or any designated public agency.

D. Anti-Lobbying

The Sub-recipient certifies that to the best of its knowledge and belief:

No federal-appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

XIII. City Recognition

The Sub-recipient shall ensure recognition of the role of the City of Huntsville and The U.S. Treasury in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

XIV. Suspension and Termination

The Sub-recipient further agrees that this Agreement may be terminated or suspended in the event the Sub-recipient fails to perform any of the conditions contained herein and that the City may take appropriate and corrective action in order to ensure compliance with this Agreement, including withholding payments, re-allocating funds, an order to audit the Sub-recipient's books and records pertaining to its activities and the utilization of federal funds.

In the event of default or violation by the Sub-recipient or the necessity of corrective action, the City will provide the Sub-recipient, by written notice, a demand to cure default explaining the nature and extent of the default or violation. The Sub-recipient will cure, or remedy said violation or default within ten (10) days after receipt of said notice, unless a longer time is agreed upon by the parties in writing. In case the default or violation is not cured, and corrective action is not completed within ten (10) days or a longer time as may be agreed upon, this Agreement may be terminated, and the City may have whatever remedy is authorized pursuant to state, local, and federal laws, including return of any funds previously given to the Sub-recipient.

XV. Amendments

Any changes or amendments to the agreement with regards to the performance goals, budget changes of not more than 25%, or the timeline may be approved in writing by City staff and Sub-recipient project manager. All other changes in the grant agreement will require an amendment to the Agreement and would require approval from the City of Huntsville Alabama.

XVI. Independent Status

Nothing contained herein, nor any act of the City, the Sub-recipient, or any other party, will be deemed or construed by any party, or by any other third person, to create any relationship with third party beneficiary, principal or agent, limited or general partnership, or joint venture, or of any association or relationship involving the City. The Sub-recipient is at all times considered an independent agency and not an agency or branch of the City.

XVII. Insurance

The Sub-recipient, its officers and directors, agree to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all damages to property or to persons or death of any person or persons, including employees and volunteers of the Sub-recipient, and will defend, indemnify, save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims, of or by anyone whomsoever, resulting or arising out of the operations of the Sub-recipient, including operations of subcontractors, and acts or omissions of employees or agents of the Sub-recipient or its subcontractors.

Sub-recipient will procure and maintain, at its cost and expense, amounts of insurance that may be necessary for property protection in connection with the operations of the Sub-recipient's activity. Said insurance will provide for the applicable statutory workmen's compensation liability and public liability insurance in the sum of at least $500,000. Said insurance will be maintained and in full force and effect during the term of the project. The Sub-recipient will also provide evidence of property damage insurance if the funded activity involves physical improvements.

XVIII. Electronic Signature

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

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this agreement on this 28th day of April 2022.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle,
Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

HUNTSVILLE ASSISTANCE PROGRAM, INC.

DATE:_____

_____
Its: President

ATTEST:

_____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0348

Department: Planning

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

Resolution authorizing the Mayor to sign plat entitled: MidCity Subdivision Phase 14; A Resubdivision of Unit "2" of RP Condominium Plat.

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:

Address:

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

Additional Comments:

Property is owned by COH.

N

50' 25' 0' 50' 100'

SCALE: 1" = 50'

BEARINGS SHOWN HEREON ARE REFERENCED TO GRID NORTH AS DEFINED BY THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST OF THE NORTH AMERICAN DATUM OF 1983 (NAD83).

THE CENTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, MADISON COUNTY, ALABAMA

(r) S89°21'36"E 274.03'

#5 REBAR FOUND

FLOODWAY BOUNDARY ZONE "AE"

SPC
N: 1541899.69
E: 404875.76

N1°39'24"E 70.05'

L2

PARCEL #14-09-31-0-000-014.000
CITY OF HUNTSVILLE
PO BOX 308,
HUNTSVILLE, AL 35804
INST. 2019-76642

#4 REBAR FOUND

#4 REBAR FOUND

#4 REBAR FOUND

S89°16'57"E
396.12'

DRAINAGE EASEMENT
DEED BOOK 644, PAGE 165

20' UTILITY & DRAINAGE EASEMENT

PARCEL #14-09-31-0-000-013.001
CITY OF HUNTSVILLE
P O BOX 308,
HUNTSVILLE, AL 35804
INST. 2019-76648

S27°48'53"E
79.53'

10' P.U.D.E. TO BE VACATED

(m)(r) S89°19'42"E 421.19'

#5 REBAR FOUND AT THE NORTHWEST CORNER OF LOT 1 OF UNIT "2" OF R P CONDOMINIUM PLAT AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA IN INSTRUMENT 2010-122260

PARCEL #14-09-31-0-000-014.002
MID CITY OWNER LLC
920 BOB WALLACE AVE SUITE 320,
HUNTSVILLE, AL 35801
INST. 2019-76647

PARCEL #14-09-31-0-000-013.016
MID CITY OWNER LLC
920 BOB WALLACE AVE SUITE 320,
HUNTSVILLE, AL 35801
INST. 2019-52464

SANDERSON ROAD (R.O.W. VARIES)

(OA)(c) S89°19'56"E 341.26'
(OA)(r1) S89°13'33"E 341.54'

285.73'
25' UTILITY & DRAINAGE EASEMENT

55.53'

SPC
N: 1541821.24
E: 405594.58

5' P.U.D.E.

AMPHITHEATER DRIVE
(59.5' R.O.W.)
0.61 ACRES +/-

S1°15'51"E 490.09'

(c) S1°15'51"E 473.21'
(r1) S1°14'39"E 470.89'

PARCEL #14-09-31-0-000-051.001
TOP OF ALABAMA REGIONAL COUNCIL OF
115 WASHINGTON ST.
HUNTSVILLE, AL 35804
INST. 2010-93600

PARCEL #14-09-31-0-000-049.000
CITY OF HUNTSVILLE
P O BOX 308,
HUNTSVILLE, AL 35804
INST. 2020-92316

(m)(r) S0°47'10"W 335.01'
(r1) N0°46'14"E 333.46'

25' UTILITY & DRAINAGE EASEMENT TO BE VACATED

LOT 1
10.79 ACRES +/-

15' BUFFER, SCREEN PLANTING EASEMENT

25' UTILITY & DRAINAGE EASEMENT

C5

#4 REBAR FOUND

(m)(r) S89°15'18"E 203.99'

#4 REBAR FOUND

#4 REBAR FOUND

(m)(r) N89°10'07"W 191.26'
(r1) S89°11'03"E 191.20'

RESEACH PARK BOULEVARD
DEED BOOK 389, PAGE 413
(RIGHT-OF-WAY VARIES)

(m)(r) N4°49'25"W 165.74'

PARCEL #14-09-31-0-000-050.000
CITY OF HUNTSVILLE
P O BOX 308,
HUNTSVILLE, AL 35804
INST. 2020-92316

(m)(r) S1°05'27"W 164.94'
(r1) N1°04'40"E 164.98'

25' UTILITY & DRAINAGE EASEMENT TO BE VACATED

PARCEL #14-09-31-0-000-051.003-CONDO
CITY OF HUNTSVILLE
P O BOX 308,
HUNTSVILLE, AL 35804
INST. 2020-22420

#5 REBAR FOUND

(m)(r) N89°15'36"W 186.91'
(r1) S89°12'38"E 187.16'

25' UTILITY & DRAINAGE EASEMENT TO BE VACATED

#4 REBAR FOUND

Line Table		
Name	Length(ft.)	Direction
L1	43.73	S 88°45'47" W
L2	13.97	N 89°19'42" W

Curve Table				
Name	Radius(ft.)	Arc Length(ft.)	Chord Length(ft.)	Chord Direction
C1	298.73	257.42	249.53	S 43°23'36" W
C2	478.00	64.86	64.81	N 86°09'48" W
C3	522.00	81.64	81.56	N 86°45'23" W
C4	1065.00	108.22	108.18	N 9°54'49" W
C5	57160.78	335.17	335.17	N 3°39'14" W
C6	298.73	57.58	57.49	S 73°36'05" W
C7	298.73	34.13	34.11	S 15°26'02" W
C8	1065.00	60.76	60.75	N 5°22'05" W

(m)(r1) N11°10'22"W 59.34'
(r) N11°13'20"W 58.34'

25' UTILITY & DRAINAGE EASEMENT

15' BUFFER, SCREEN PLANTING EASEMENT

C4

L1

SPC
N: 1541168.04
E: 404952.59

C3

S82°16'34"E
76.50'

C2

N89°56'58"E 215.76'

5' P.U.D.E.

255 OFF RAMP
(R.O.W. VARIES)
0.48 ACRES +/-

(c) S88°49'59"W 466.71'
(r1) N88°45'31"E 466.71'

#4 REBAR FOUND

C8

SPC
N: 1541149.94
E: 405433.96

C7

PARCEL #14-09-31-0-000-051.000-CONDO
HUNTSVILLE GSA LLC
P O BOX 13470
ATTN:WHITNEY CANTY,
RICHMOND, VA 23225
INST. 2011-690980

PARCEL #:
14-09-31-0-000-060.000
CITY OF HUNTSVILLE
P O BOX 308,
HUNTSVILLE, AL 35804
INST. 2020-22417

#5 REBAR WITH A CAP STAMPED "GW JONES & SONS CA 00020E" FOUND

#4 REBAR FOUND

SPC
N: 1541331.27
E: 405605.39

C6

5' P.U.D.E.

25' UTILITY & DRAINAGE EASEMENT
20' TO BE VACATED

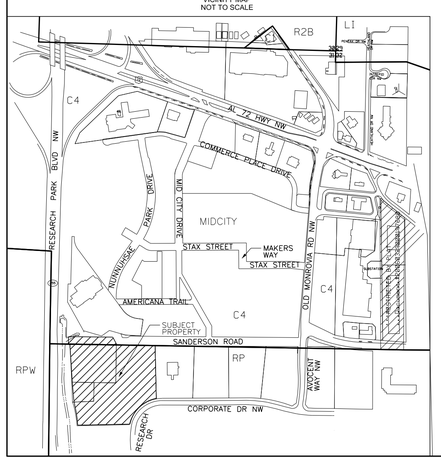
C1

RESEARCH DRIVE
(80' R.O.W.)

#5 REBAR WITH A CAP STAMPED "GW JONES & SONS CA 00020E" FOUND

FLOODWAY BOUNDARY

VICINITY MAP
NOT TO SCALE



CITY OF HUNTSVILLE TRAFFIC ENGINEER

The undersigned, as Traffic Engineer of the City of Huntsville or his duly authorized representative, hereby approves the within plat for the recording of same in the Probate Office of Madison County, Alabama this the___ day of_____, 2022.

_____
Traffic Engineer Date
City of Huntsville, Alabama

CITY ENGINEER, CITY OF HUNTSVILLE

The undersigned, as City Engineer of the City of Huntsville, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Madison County, Alabama this the ___ day of _____, 2022.

_____
City Engineer
City of Huntsville, Alabama

PLANNING COMMISSION

The within Minor Plat of MidCity Subdivision Phase 14, a Resubdivision of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260, Lot 2 of Midcity Subdivision Phase 1 as recorded in Instrument 2017-69290 and Instrument 2020-92316 all recorded in the Office of the Judge of Probate for Madison County, Alabama, is hereby approved by the Planning Commission for the City of Huntsville, Alabama, for the recording of same in the Probate Office of Madison County, Alabama, this the ___ day of _____, 2022.

The recording must be accomplished by the ___ day of _____, 2022.

If the plat is not recorded by this date, the approval of the plat by the Planning Commission shall be deemed to have expired.

Planning Commission for the City of Huntsville, Alabama

By_____
Title_____

STATE OF ALABAMA
MADISON COUNTY PROBATE JUDGE

I, _____, Judge of Probate of the county and state aforesaid, certify that the within and foregoing instrument of writing was filed for record in this office on the _____ day of _____, 2022, at _____ o'clock and duly recorded as Document No.

_____.

_____
Judge of Probate
Madison County
State of Alabama

HUNTSVILLE UTILITIES

The undersigned, a duly authorized representative of Huntsville Utilities of the City of Huntsville, Alabama, hereby approves the within plat for the recording of same in the Probate Office of Madison County, Alabama this the ___ day of_____, 2022.

_____
Name and Title
Huntsville Utilities

FLOOD HAZARD CERTIFICATE

I, Loyd W. Carpenter, the Land Surveyor of record, certify that the subdivision shown hereon lies within the flood hazard area Zone(s) X and AE as shown on the Federal Insurance Administration's Flood Insurance Rate Maps for Huntsville, Alabama.

Firm Panel # 01089C0306E
Dated October 2, 2014

No field survey was performed to determine these Zones.

STATE OF ALABAMA
MADISON COUNTY

I, Loyd W. Carpenter, do hereby certify that I am a licensed land surveyor and licensed in Huntsville, Alabama, and that I have surveyed the lands embraced in the within plat or map designated as MidCity Subdivision Phase 14, a Resubdivision of Lot 1 of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260, Lot 2 of Midcity Subdivision Phase 1 as recorded in Instrument 2017-69290 and Instrument 2020-92316 all lying within Madison County, Alabama.

It is further certified that said plat or map is a true plat or map of lands embraced therein, giving the length and bearings of the boundaries of each block and lot and block number; showing the streets, alleys, and public grounds; giving the bearings,length, width and name of each street; showing the relation of the lands to the survey of Lot 1 of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260; and that monuments shown hereon shall be installed at all lot corners and curve points prior to final inspection by the City Engineer of the City of Huntsville, Alabama.

I also hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

I, Tommy Battle and Kenneth Benion, whose names as Mayor and Clerk-Treasurer, respectively of the City of Huntsville, Alabama, an Alabama municipal corporation, the owner of the lands embraced in said plat, hereby join in this certificate as required by law for the purpose of giving full force and effect to the platting of said lands embraced in said plat as contemplated and required by law.

In witness whereof, said Loyd W. Carpenter, Land Surveyor, Tommy Battle Mayor, and Kenneth Benion, City Clerk of City of Huntsville, Alabama, an Alabama municipal corporation, owner, have caused these presents to be duly executed and hereunto set our hand and affix our seals as of _____ day of _____, 2022, which date is the last date upon which the signatory last to execute the same shall affix his/her/its signature, and which date is intended by the signatory parties as the effective date hereof.

_____
Loyd W. Carpenter, Surveyor
Alabama License No. 26012

Owners:
City of Huntsville, Alabama,
an Alabama municipal corporation

_____
By: Tommy Battle
Its: Mayor

ATTEST:

_____
By: Kenneth Benion
Its: City Clerk-Treasurer

STATE OF ALABAMA
MADISON COUNTY

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

Given under my hand and official seal this _____ day of _____, 2022.

_____
Notary Public

My commission expires:

STATE OF ALABAMA
MADISON COUNTY

I, the undersigned, a Notary public in and for said County of said State, hereby certify that Loyd W. Carpenter whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing certificate, he has executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2022.

Notary Public_____

My commission expires:_____

LEGEND

○	PROPERTY CORNER FOUND (TYPE NOTED)
●	#5 REBAR WITH A CAP STAMPED "GARVER LLC CA-445-LS" SET
SPC	STATE PLANE COORDINATES-AL EAST NAD83
(m)	MEASURED BEARING AND DISTANCE
(c)	CALCULATED BEARING AND DISTANCE
(r)	BEARING AND DISTANCE PER RECORDED DEED-INST. 2020-92316
(r1)	BEARING AND DISTANCE PER RECORDED PLAT-INST. 2010-122260
(OA)	OVERALL
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY

PLAT NOTES:

1. OWNERs/DEVELOPERs:
   CITY OF HUNTSVILLE
   PO BOX 308,
   HUNTSVILLE, AL 35804
2. THIS SUBDIVISION CONTAINS 1 LOT, 2 STREETS AND 11.88 ACRES±.
3. SMALLEST LOT: LOT 1 10.79 ACRES +/-
3. EASEMENTS ARE AS SHOWN HEREON.
4. COORDINATES SHOWN HEREON ARE REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST OF THE NORTH AMERICAN DATUM OF 1983(NAD83).
5. SOURCE OF TITLE: INST. 2019-76648
   INST. 2020-22420
   INST. 2020-92316

GARVER

© 2018 GARVER, LLC
THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

REV.	DATE	DESCRIPTION	BY

MIDCITY SUBDIVISION PHASE 14

A RESUBDIVISION OF LOT 1 OF UNIT "2" OF R P CONDOMINIUM PLAT AS RECORDED IN INSTRUMENT 2010-122260, LOT 2 OF MIDCITY SUBDIVISION PHASE 1 AS RECORDED IN INSTRUMENT 2017-69290 AND INSTRUMENT 2020-92316 ALL RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN
HUNTSVILLE, ALABAMA

FINAL
PLAT
(MINOR)

JOB NO.: 18056590
DATE: APRIL 2022
CHECKED BY: LWC
DRAWN BY: JEL

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

JELambright 4/11/2022 11:31:43 AM
WORKSPACE:Garver_2012
L:\2018\18056590 - MidCity Amphitheater\Survey\Plat - 2022\6590-V-MIP-MC AMP Ph14.dgn

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1499

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to sign plat entitled: MidCity Subdivision Phase 14; A Resubdivision of Unit "2" of RP Condominium Plat

Resolution No.

Ordinance 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:

Address:

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

Additional Comments:

Property is owned by COH.

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to sign the plat entitled:

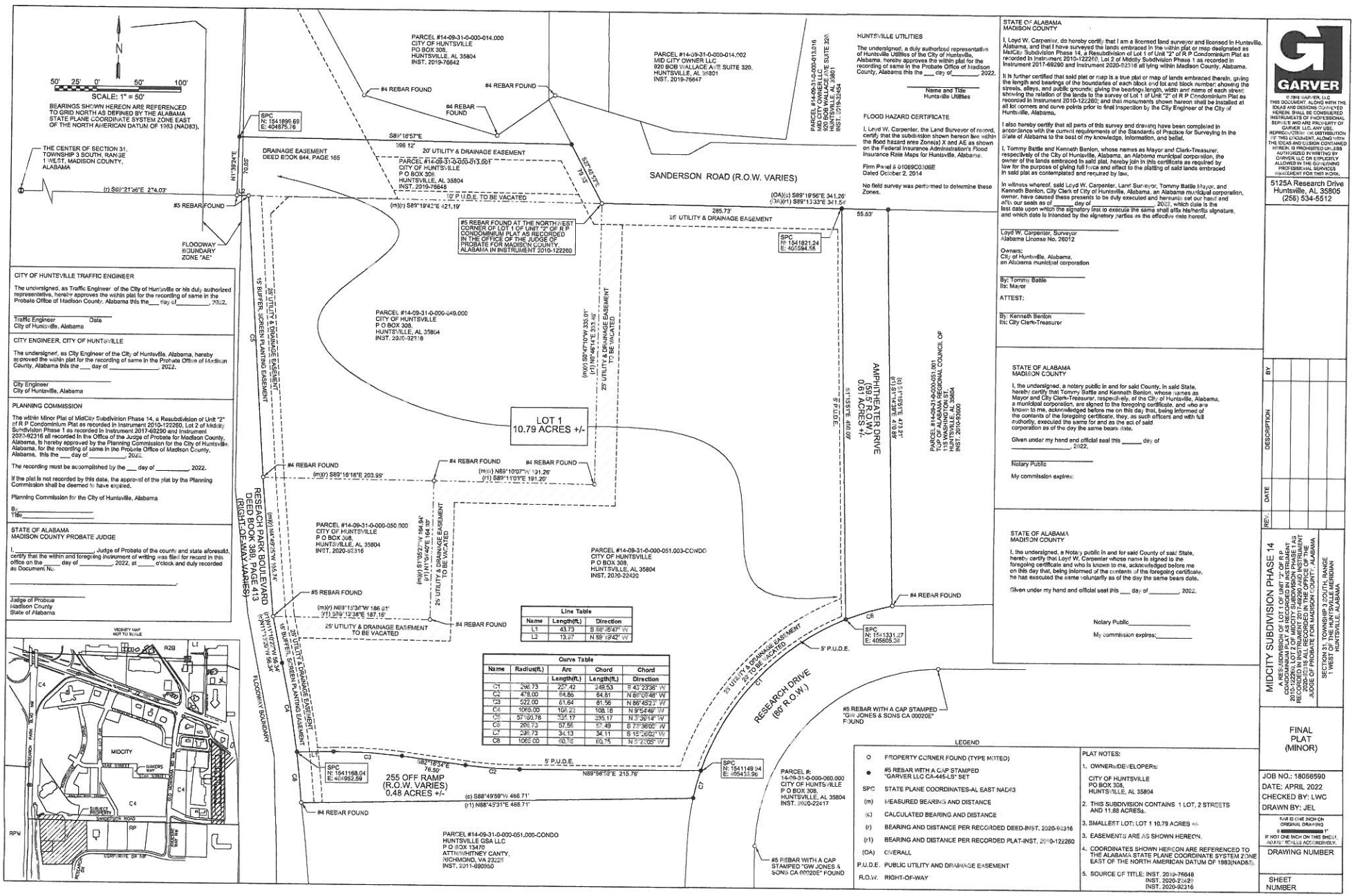
MidCity Subdivision Phase 14, A Resubdivision of Unit "2" of RP Condominium Plat".

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022 .

_____
Mayor of the City of Huntsville,
Alabama



Line Table		
Name	Length(ft.)	Direction
L1	43.73	S 89°-0547" W
L2	13.97	N 89°19'42" W

Curve Table				
Name	Radius(ft.)	Arc Length(ft.)	Chord Length(ft.)	Chord Direction
C1	296.73	257.42	249.53	S 43°23'36" W
C2	478.00	84.86	84.81	N 88°08'48" W
C3	522.00	61.64	61.56	N 86°46'27" W
C4	1065.00	191.23	108.18	N 9°54'46" W
C5	57°00.78	335.17	335.17	N 3°39'14" W
C6	261.73	57.56	57.49	S 73°38'02" W
C7	296.73	34.13	34.11	S 15°26'02" W
C8	1065.00	60.76	60.75	N 5°26'05" W

HUNTSVILLE UTILITIES

The undersigned, a duly authorized representative of Huntsville Utilities of the City of Huntsville, Alabama, hereby approves the within plat for the recording of same in the Probate Office of Madison County, Alabama this the ___ day of _____, 2022.

Name and Title
Huntsville Utilities

FLOOD HAZARD CERTIFICATE

I, Loyd W. Carpenter, the Land Surveyor of record, certify that the subdivision shown hereon lies within the flood hazard area Zone(s) X and AE as shown on the Federal Insurance Administration's Flood Insurance Rate Maps for Huntsville, Alabama.

Firm Panel # 01089C0108E
Dated October 2, 2014

No field survey was performed to determine these Zones.

STATE OF ALABAMA
MADISON COUNTY

I, Loyd W. Carpenter, do hereby certify that I am a licensed land surveyor and licensed in Huntsville, Alabama, and that I have surveyed the lands embraced in the within plat or map designated as MidCity Subdivision Phase 14, a Resubdivision of Lot 1 of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260, Lot 2 of Midcity Subdivision Phase 1 as recorded in Instrument 2017-69290 and Instrument 2020-92316 all lying within Madison County, Alabama.

It is further certified that said plat or map is a true plat or map of lands embraced therein, giving the length and bearings of the boundaries of each block and lot and block number; showing the streets, alleys, and public grounds; giving the bearings length, width and name of each street; showing the relation of the lands to the survey of Lot 1 of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260; and that monuments shown hereon shall be installed at all lot corners and curve points prior to final inspection by the City Engineer of the City of Huntsville, Alabama.

I also hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

I, Tommy Battle and Kenneth Benton, whose names as Mayor and Clerk-Treasurer, respectively of the City of Huntsville, Alabama, an Alabama municipal corporation, the owner of the lands embraced in said plat, hereby join in this certificate as required by law for the purpose of giving full force and effect to the platting of said lands embraced in said plat as contemplated and required by law.

In witness whereof, said Loyd W. Carpenter, Land Surveyor, Tommy Battle Mayor, and Kenneth Benton, City Clerk of City of Huntsville, Alabama, an Alabama municipal corporation, owner, have caused these presents to be duly executed and hereunto set our hand and affix our seals as of _____ day of _____, 2022, which date is the last date upon which the signatory first to execute the same shall affix his/her/its signature, and which date is intended by the signatory parties as the effective date hereof.

Loyd W. Carpenter, Surveyor
Alabama License No. 26012

Owners:
City of Huntsville, Alabama,
an Alabama municipal corporation

By: Tommy Battle
Its: Mayor

ATTEST:

By: Kenneth Benton
Its: City Clerk-Treasurer

STATE OF ALABAMA
MADISON COUNTY

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

Given under my hand and official seal this _____ day of _____, 2022.

Notary Public

My commission expires:

STATE OF ALABAMA
MADISON COUNTY

I, the undersigned, a Notary public in and for said County of said State, hereby certify that Loyd W. Carpenter whose name is signed to the foregoing certificate and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing certificate, he has executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2022.

Notary Public

My commission expires:

CITY OF HUNTSVILLE TRAFFIC ENGINEER

The undersigned, as Traffic Engineer of the City of Huntsville or his duly authorized representative, hereby approves the within plat for the recording of same in the Probate Office of Madison County, Alabama this the ___ day of _____, 2022.

Traffic Engineer Date
City of Huntsville, Alabama

CITY ENGINEER, CITY OF HUNTSVILLE

The undersigned, as City Engineer of the City of Huntsville, Alabama, hereby approved the within plat for the recording of same in the Probate Office of Madison County, Alabama this the ___ day of _____, 2022.

City Engineer
City of Huntsville, Alabama

PLANNING COMMISSION

The within Minor Plat of MidCity Subdivision Phase 14, a Resubdivision of Unit "2" of R P Condominium Plat as recorded in Instrument 2010-122260, Lot 2 of Midcity Subdivision Phase 1 as recorded in Instrument 2017-69290 and Instrument 2020-92316 all recorded in the Office of the Judge of Probate for Madison County, Alabama, is hereby approved by the Planning Commission for the City of Huntsville, Alabama, for the recording of same in the Probate Office of Madison County, Alabama, this the ___ day of _____, 2022.

The recording must be accomplished by the ___ day of _____, 2022.

If the plat is not recorded by this date, the approval of the plat by the Planning Commission shall be deemed to have expired.

Planning Commission for the City of Huntsville, Alabama

By: _____
Title: _____

STATE OF ALABAMA
MADISON COUNTY PROBATE JUDGE

I, _____, Judge of Probate of the county and state aforesaid, certify that the within and foregoing instrument of writing was filed for record in this office on the _____ day of _____, 2022, at ____ o'clock and duly recorded as Document No. _____.

Judge of Probate
Madison County
State of Alabama

LEGEND

O	PROPERTY CORNER FOUND (TYPE NOTED)
●	#5 REBAR WITH A CAP STAMPED "GARVER LLC CA-445-LS" SET
SPC	STATE PLANE COORDINATES-AL EAST NAD83
(m)	MEASURED BEARING AND DISTANCE
(c)	CALCULATED BEARING AND DISTANCE
(r)	BEARING AND DISTANCE PER RECORDED DEED-INST. 2020-92316
(r1)	BEARING AND DISTANCE PER RECORDED PLAT-INST. 2010-122260
(OA)	OVERALL
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
R.O.W.	RIGHT-OF-WAY

PLAT NOTES:

1. OWNERS/DEVELOPERS:
   CITY OF HUNTSVILLE
   PO BOX 308,
   HUNTSVILLE, AL 35804
2. THIS SUBDIVISION CONTAINS 1 LOT, 2 STREETS AND 11.88 ACRES±.
3. SMALLEST LOT: LOT 1 10.79 ACRES +/-
4. EASEMENTS ARE AS SHOWN HEREON.
5. COORDINATES SHOWN HEREON ARE REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM ZONE EAST OF THE NORTH AMERICAN DATUM OF 1983(NAD83).
6. SOURCE OF TITLE: INST. 2019-76648
   INST. 2020-22420
   INST. 2020-92316

GARVER
© 2018 GARVER, LLC
THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

5125A Research Drive
Huntsville, AL 35805
(256) 534-5512

REV.	DATE	DESCRIPTION	BY

MIDCITY SUBDIVISION PHASE 14
A RESUBDIVISION OF LOT 1 OF UNIT "2" OF R P CONDOMINIUM PLAT AS RECORDED IN INSTRUMENT 2010-122260, LOT 2 OF MIDCITY SUBDIVISION PHASE 1 AS RECORDED IN INSTRUMENT 2017-69290 AND INSTRUMENT 2020-92316 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE IN MADISON COUNTY, ALABAMA.
SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN
HUNTSVILLE, ALABAMA

FINAL PLAT (MINOR)

JOB NO.: 18056590
DATE: APRIL 2022
CHECKED BY: LWC
DRAWN BY: JEL

SHEET SIZE IS ONE INCH ON ORIGINAL DRAWING
0 1" 2"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.

DRAWING NUMBER

SHEET NUMBER

JE Lentsch
4/11/2022 11:31:43 AM
W:\Surveying\Projects\Huntsville\18056590 - MidCity Amphitheater\Survey\Plat - 20220509-V-ARP-MC AMP Ph14.dgn
L:\2018\18056590 - MidCity Amphitheater\Survey\Plat - 20220509-V-ARP-MC AMP Ph14.dgn

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0349

Department: Public Transit

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

Resolution authorizing the Mayor enter into an agreement between the City of Huntsville and Nova Bus (US) Inc., for the purchase of public transit buses.

Resolution No.

Finance Information:

Account Number: 2000-54-54M11-520100-PT111040

City Cost Amount: $105,085.60 per bus

Total Cost: $525,428.00 per bus

Special Circumstances:

Grant Funded: $420,342.40 per bus

Grant Title - CFDA or granting Agency: G5307

Resolution #: AL-2019-019-01

Location:

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

Additional Comments:
80/20 split

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1504

Department: Public Transit

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

Resolution authorizing the Mayor enter into an agreement between the City of Huntsville and Nova Bus (US) Inc., for the purchase of public transit buses.

Resolution No.

Finance Information:

Account Number: 2000-54-54M11-520100-PT111040

City Cost Amount: $105,085.60 per bus

Total Cost: $525,428.00 per bus

Special Circumstances:

Grant Funded: $420,342.40 per bus

Grant Title - CFDA or granting Agency: G5307

Resolution #: AL-2019-019-01

Location:

Address:

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

Additional Comments:

80/20 split

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and NovaBus (US) Inc., for award of contract to purchase public transit buses, which is similar to certain document attached hereto and identified as "Agreement between the City of Huntsville and NovaBus (US) Inc.," consisting of forty-four (44) pages and the date of April 28, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a 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 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND NOVA BUS (US) INC. FOR THE PURCHASE OF PUBLIC TRANSIT BUSES

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made this 28th day of April, 2022 by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the "City") and Nova Bus (US) Inc., a corporation duly constituted in virtue of the laws of Delaware, (hereinafter referred to as "Nova Bus") for the purchase and sale of public transit buses. The City and Nova Bus hereby agree as follows:

STATEMENT OF BACKGROUND AND INTENT

A. The City issued Request for Proposals Number 27-2022-87-2 for Buses, dated January 6, 2022. This Request for Proposals, together with all attachments and amendments, is referred to as the "RFP", and is attached hereto and incorporated by reference as exhibit "A". The RFP sought a one-year contract with two one-year renewable options to purchase a minimum of two (2) buses annually and up to four (4) buses per order and with no more than sixteen (16) total buses purchased over three years.

B. In response to the RFP, Nova Bus submitted to the City a proposal dated February 24, 2022. This proposal, together with all attachments, is referred to herein as the "Proposal", and is available for inspection at the City's Office of Parking and Public Transportation located at 500B Church Street, Huntsville, AL 35801.

C. The City and NovaBus have negotiated and now desire to enter into an agreement for Nova Bus to buses to the City, in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1.0 Scope of Work.

Nova Bus will manufacture and deliver to the City's facility located at 500B Church Street, Huntsville, AL 35801a minimum of two buses per year. The term of this contract is one year, effective April 28, 2022. The City shall have the option to renew for two additional one-year terms.

President of the City Council of the City of Huntsville, Alabama
Date: April 28, 2022

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals #27-2022-87-2, dated January 6, 2022, and in the Proposal submitted by Nova Bus, dated February 24, 2022. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

2.0 Contract Amount and Payment Schedule.

The unit price for the buses and options are as set forth in Nova Bus's price proposal dated February 24, 2022 and attached hereto and incorporated by reference as Exhibit B. The City will pay the unit price (including all options selected) upon delivery and acceptance by the City. Delivery is as defined in the RFP.

3.0 General Terms and Conditions

3.1 ~~Notices.~~

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Nova Bus (US) Inc.
Attn: Alexandre Pelland
260 Banker Road
Plattsburgh, New York 12901
Alexandre.pelland@volvo.com

City Of Huntsville
Attention: John Autry
500B Church Street
Huntsville, Alabama 35801
(256) 427-6826
john.autry@huntsvilleal.gov

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Nova Bus may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Nova Bus shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Nova Bus shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Nova Bus of any responsibility for performing this contract. The City's Project ~~Manager shall have final approval of any proposed subcontractor~~.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

6.0 Termination

The contract may be terminated in accordance with Section 14 (Termination Provisions) of Appendix E of the RFP

7.0 Nonexclusiveness of Remedies.

Any right or remedy on behalf of the City or Nova Bus provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Nova Bus.

~~Nova Bus is obligated to obtain sufficient liability insurance coverage (as well as worker's~~ compensation coverage, if required by law) for the benefit of Nova Bus and its agents and/or employees. Nova Bus waives any and all rights to recovery from the City for any injuries that Nova Bus (and/or its agents and/or employees) may sustain while performing services under this Agreement.

9.0 Insurance and Indemnity.

Nova Bus shall meet the insurance and bond requirements set forth in Appendix D of the RFP.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

~~This Agreement shall be governed by and construed in accordance with the laws of the~~ State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

~~10.2~~ Force Majeure.

Should any delays to delivery emanating from Force Majeure events (non-exhaustive examples of this event: earthquake, flood, any other natural disaster, pandemic, civil disturbance, strikes, labor disputes, fires, explosions, government imposed restrictions, war and other hostilities or embargo), Nova Bus shall be excused from said delay and liability.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

~~10.4. Agreement Deemed to Have Been Jointly Drafted.~~

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no

supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

10.8 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.9 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this ~~Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and~~ conditions of Nova Bus's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.12 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Nova Bus is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals No. 27-2022-87-2; and 3) Nova Bus's Response to Request for Proposals No. 22-2022-87-2 dated February 24, 2022.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first ~~above written~~.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

Attest: _____
Kenneth Benion
Its: Clerk Treasurer

NOVA BUS (US) INC.

By:_____
Its: Martin Larose - President

By:_____
Its: Krzysztof Trembecki - VP & CFO

HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Request For Proposals
Buses

Request for Proposal #:	27-2022-87-2
Issue Date:	January 10, 2022
Bid Bond Requirements:	No, a bid bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Proposal Teleconference Date and Time:	N/A
Pre-Proposal Conference Date:	N/A
Deadline for Questions Date:	January 24, 2022 @ 2:00:00 PM
RFP Closing Date:	February 1, 2022 @ 2:00:00 PM
Post-Closing Proposer Teleconference Date:	N/A
Post-Closing Proposer Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power Carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
RFP E-Documents:	40 Foot Bus Technical Specifications
Proposal Copies to be Submitted	1 original, 3 copies
City File Reference:	Buses RFP 2022

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APPENDIX B:	EVALUATION CRITERIA
APPENDIX C:	PROPOSAL PREPARATION CHECKLIST
APPENDIX D:	BONDS & INSURANCE REQUIREMENTS
APPENDIX E:	SPECIAL TERMS & CONDITIONS
APPENDIX F:	DETAILED REQUIREMENTS CHECKLIST
APPENDIX G:	PROPOSAL PRICING FORM
APPENDIX H:	PROPOSER INFORMATION & ACKNOWLEDGEMENTS
APPENDIX I	MAILING LABELS
APPENDIX J:	REPORT OF OWNERSHIP FORM
APPENDIX K:	DETAILED PROPOSER INFORMATION

SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

"City"	City of Huntsville, Alabama
"Contract"	The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal.
"Contractor"	The party with whom the City will execute the Contract.
"Proposal"	The response to this RFP submitted by a Proposer.
"Proposer"	A person or entity submitting a response to this RFP.
"RFP"	This Request for Proposal, all addenda, and appendices.
"RFP E-Documents"	The documents referenced by this name on the cover of this RFP.

1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

A. Pre-Proposal Conference: A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password on the day of the conference. Any Conferences will be held in the City Council Chambers located on the 1st floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.

B. Deadline for Questions: All questions must be received in writing not later than the deadline for questions date and time noted on the cover of this RFP.

C. RFP Closing Date: Proposals are due no later than 2:00:00 PM City time on the proposal closing date noted on the cover of this RFP.

D. Proposer Teleconference/Presentation/Demonstration: To possibly be held as described herein on the date and time noted on the cover of this RFP.

E. Proposal Selection: Within ninety (90) days of proposal closing date, unless extended by the City.

F. Proposal Negotiation: To be announced.

G. Contract Award: Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.

H. Award Notification: City will provide final notification of award and/or notification to proceed when all City requirements have been met.

SECTION 2. GENERAL TERMS & CONDITIONS

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled.

2.1 INTERPRETATIONS

The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

2.2 ADDENDA

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at www.huntsvilleal.gov/ebids.

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G). Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

2.3 PRE-PROPOSAL CONFERENCES & QUESTIONS

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing not later than the deadline for questions noted on the cover of this RFP.

2.4 PRICE REDUCTIONS

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

2.5 BID BOND

An original Bid Bond is required as specified in Appendix D unless it is waived on the cover of this RFP. Any proposal submitted without an original Bid Bond, when required, will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond. Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

2.6 LOCAL PREFERENCE

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to the local responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

2.7 PROPOSAL AWARDS

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City.

The award will be made to the responsive and responsible proposer providing the best value to the City, based on the City's sole discretion in making this determination. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to a request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

2.8 INVOICING THE CITY

Invoices submitted pursuant to this RFP must include:

a. Name and remittance address of Proposer.
b. Invoice date.
c. Invoice number.
d. RFP number.
e. City purchase order number.
f. Contact information of the person to be notified in event of a discrepancy in the invoice.

2.9 PAYMENT TERMS

The City will render payment to the successful Proposer(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in the Contract.

2.10 NON-APPROPRIATION

As required by State of Alabama law, the City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

2.11 SPECIFICATIONS

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the proposer to the specified brand, make, manufacturer, or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary in the Proposal, in which case, the Proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

2.12 NEW EQUIPMENT

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

2.13 WARRANTY

The Proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

2.14 CONTRACT TERM

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;

b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

2.15 CONTRACT ASSIGNMENT AND SUBLETTING

Except for any internal reorganization activities, such as intra-group transfers, mergers or intercompany changes, The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

2.16 INSURANCE REQUIREMENTS

Contractor must maintain insurance as described in Appendix D, which shall be incorporated into the Contract, for which proof of insurance shall be required.

2.17 HOLD HARMLESS

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

2.18 ORDER OF PRECEDENCE

Any expressed terms or conditions made in this RFP shall supersede any provisions outlined herein the General Terms &Conditions.

2.19 ALABAMA IMMIGRATION LAW

Proposer must agree to comply with Alabama Immigration Law - see Appendix H, Section 3.3; and complete Appendix J.

2.20 EQUAL OPPORTUNITY

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

2.21 ADA

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

2.22 RIGHT TO INSPECT

At reasonable times, the City may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g), if required by federal regulations that may pertain the Contract.

2.23 ETHICS, COMPLIANCE AND OTHER MATTERS

For purposes of this Section, Proposer includes Proposer's parent company(ies) , subsidiary(ies), and affiliate(s). In Appendix H, Section 3.4, Proposer must acknowledge;

1) Proposer is fully qualified to provide the requested goods and services to the City.
2) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
3) This Proposal is true, accurate and complete.
4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.
6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
7) Except as disclosed in Proposal, Proposer:
   i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
   ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
   iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
   iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
   v) Has not been adjudged bankrupt (Chapter 7) or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
8) Neither the Proposer nor any individuals as key employees who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
9) Proposer is not indebted to the City and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
10) Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

2.24 GOVERNING LAW

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change, and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference, if applicable.

2.25 TERMINATION

The City reserves the right to terminate, without cause, any award made as a result of RFP by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered non-responsive and may be rejected at the discretion of the City.

The City intends that this RFP is accurate and complete but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquiries of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

3.1 SUBMISSION OF PROPOSALS

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. The number of copies specified on the RFP cover must be delivered to:

City of Huntsville
Procurement Services
P. O. Box 308 (35804)
308 Fountain Circle (35801)
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Appendix I.

3.2 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

3.3 LATE PROPOSALS

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00:00 PM City time on the proposal closing date specified on the cover of this RFP. Any proposal received after this date and time will not be considered.

3.4 PROPOSAL OPENINGS

All Proposal Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama. The City will notify Proposers of the date and time for such.

3.5 RESPONSIVE PROPOSALS

Each Proposal must be submitted in accordance with the requirements of this RFP. A Proposal that is not completed or submitted as required by the RFP will be rejected as "non-responsive." Proposals may be disqualified and rejected for any of (but not limited to) the following causes:

a. Failure to use the proposal forms furnished by the City.
b. Lack of signature by an authorized representative on the proposal form.
c. Failure to properly complete the proposal form and Proposer compliance.
d. Evidence of collusion among proposers.
e. Unauthorized alteration of the proposal form.
f. Failure to submit a Bid Bond, if required.
g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than $50,000.

3.6 RESPONSIBLE PROPOSERS

The City shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be "non-responsible" and may reject the Proposal.

3.7 RIGHT TO REJECT PROPOSALS

The City reserves the right to reject any part of any Proposal or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

3.8 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMAITON

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

3.9 DELIVERY/COMPLETION SCHEDULE

The delivery or completion schedule must be provided as noted in this RFP. If all items cannot be delivered on the same schedule, please note variances. (See Appendix G: Proposal Pricing Form)

3.10 GENERAL PROPOSAL REQUIREMENTS

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. All signatures on all submitted documents must be signed by officials of the corporation or company duly authorized to bind Proposer.

3.11 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Appendix H and Appendix J.

Tab 3: Qualification and Experience of Proposer. See Appendix K.

Tab 4: Scope of Work. See Appendix K.

If required by Appendix F, Proposer must submit forms documenting its compliance with the City's required/ desired performance specifications.

Tab 5: Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form (Appendix G) and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

3.12 PRICE PROPOSAL

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix G. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

> The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes.

The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to the City shall remain firm for a minimum of 90 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in this RFP. Discounts will be considered in determining the lowest price, however, any payment term based on less than 30 days may not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

3.13 PROPOSAL SUBMISSION CHECKLIST

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

APPENDIX A
CITY OF HUNTSVILLE, ALABAMA
SCOPE OF WORK & RELATED INFORMATION

CITY OBJECTIVES
The City of Huntsville Public Transit is seeking a one year contract, with 2 one year renewable options to purchase a minimum of 2 buses annually up to 4 buses per order; with no more than sixteen (16) total buses purchased over three years.

GENERAL REQUIREMENTS
Technical specifications describe requirements for up to sixteen (16) 40-foot heavy-duty diesel transit buses. Buses shall have a minimum expected life of twelve (12) years or 500,000 miles, whichever comes first, and are intended for the widest possible spectrum of passengers, including children, adults, the elderly and individuals with disabilities. The City of Huntsville is seeking to purchase 40 foot buses complete with L9 280 hp, 8.9 Cummins Diesel Engine with compatible B400 R Allison Transmission or approved equal. Other components and subcomponents in this specification include, but not limited to, EMP Engine Cooling system, or equivalent, Disk Brakes, 8-Camera Seon Security Camera System, Route Match AVL System including, but not limited to wiring harnesses, scroll sign, VLU, Control Module, Modem, McKenzie Voice Annunciation System, Electronic Tablet, and mounting brackets, 2-Way Radios, Diamond Farebox or approved equal, Heavy Duty ArowGuard Driver Cabin Barrier or approved Equal, Q'Straint QPOD Wheelchair Restraint System or approved equal, 3-Station Bicycle rack by SportWorks, or approved equal, and a 4-color exterior high gloss painted graphics package.

SPECIFIC REQUIREMENTS
See RFP E-Document, 40 Foot Bus Technical Specifications

NEW EQUIPMENT
All manufactured commodities shall be new, latest model unless otherwise stipulated. Proposer shall guarantee that commodities submitted for their bid shall be new, and of the latest and most improved model of the current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

INSPECTION OF WORK
All goods and services to be provided under the Contract shall be subject to inspection and acceptance by an authorized City representative while in process or after completion. If any such goods or services are found to be unsatisfactory and not in accordance with the requirements of the Contract, the City shall notify the Contractor for immediate corrective action.

APPENDIX B
CITY OF HUNTSVILLE, ALABAMA
EVALUATION CRITERIA

1. EVALUATION PROCESS

After the proposal closing date, the City will perform an evaluation of each Proposal. During the evaluation, the City may conduct interviews of Proposer, and request Proposer to participate in a mandatory teleconference, or to make presentations to the City and/or demonstrate its products that are the subject of this RFP. Concerning a teleconference, presentation or demonstration, Proposer will be given at least ten (10) days' notice of the date and time for such, and the City may consider a Proposer non-responsive or non-responsible if it does not participate in such to the City's satisfaction. Also, the City may interview and/or visit other customers who have purchased similar goods and services from Proposer.

2. RESPONSIVE PROPOSALS

The City will determine if a Proposal is "responsive" to the requirements of the RFP based on Section 3 and on any other information available to the City and reserves the right to waive minor informalities (Section 2.5).

3. RESPONSIBLE PROPOSALS

The City will determine if Proposer is deemed "responsible" based on Section 3 and on any other information available to the City.

4. AWARD INTENTION

The City intends to award a contract to the responsive, responsible Proposer(s) whose Proposal offers the best value for the City, after selection and negotiation.

5. EVALUATION CRITERIA

Proposers shall submit the following information / documents in its proposal and this same information shall be the basis for the proposal evaluation:

1. Price proposal to include unit price per bus per year and extended price to purchase up to 4 units per year (with a 2 bus minimum per year). 25%
2. Complete Altoona Test (Evaluated for Tested and Demonstrated Durability) 25%
3. Delivery Date (Lead Time) in months 10%
4. Compliance with Specifications (including all local, state, ADA and Federal Transit Administration (FTA) requirements and certifications. 5%
5. Financial Stability and Qualifications of Manufacturer, Experience with the manufacturing and service of bus model proposed including Years and numbers of same model units. 25%
6. Warranties, Quality Assurance Statement, Parts Availability and Service 10%

The City reserves the right to enter into negotiations with the successful Proposer(s) with regard to specifications, terms, and cost.

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APPENDIX C
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PREPARATION CHECKLIST

The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

Description	Reference	
RFP Schedule	Section 1.3 & Cover	_____
General Terms & Conditions	Section 2	_____
Proposer Responsibilities	Section 2	_____
Bid Bond Requirements	Appendix D	_____
Performance Bond & Insurance Requirements	Appendix D	_____
Business Licensing Requirements	Section 2.23	_____
Alabama Immigration Law	Appendix H & J	_____
Proposal Instructions:	Section 3	_____
Proposer Information Form	Appendix H	_____
Price Proposal Instructions and Form	Section 3.12 & Appendix G	_____
Addenda Acknowledgement	Appendix G	_____
Proposal Submission Requirements	Section 3	_____
Evaluation Criteria	Appendix B	_____
Scope of Work	Appendix A	_____
Special Terms and Conditions	Appendix E	_____

APPENDIX D
CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

1. BID BOND

An original Bid Bond is required in the amount of five (5) percent of the total price specified in the Proposal Pricing Form (Appendix G) unless another amount is specified or waived on the cover of this RFP. Any bid submitted without an original Bid Bond will not be considered. A company check is not an acceptable bid bond.

2. PERFORMANCE & PAYMENT BOND

A Performance Bond must remain in effect for the entire term of the Contract in the amount of 100% of the annual contract amount. A Payment Bond shall be included with the Performance Bond, or separately provided.

3. INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

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

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

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

CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

B. LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Automobile Liability:

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

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4. Employers Liability:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease
$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice 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.

CITY OF HUNTSVILLE, ALABAMA
BONDS & INSURANCE REQUIREMENTS

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

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for the Contractor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

APPENDIX E
CITY OF HUNTSVILLE, ALABAMA
SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all *relevant* clauses herein and that all sub-contractors under this contract shall certify all *relevant* clauses herein, if applicable.

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES** - The Federal Government shall not be subject to any obligations or liabilities to any third-party contractor or other participant at any tier of the Project.

2. **PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS** – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. Dot Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

3. **ACCESS TO RECORDS AND REPORTS –**
   1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
   2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
   3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. **FEDERAL REQUIREMENT CHANGES** – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other

provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

6. **DISADVANTAGED BUSINESS ENTERPRISE** – The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

7. **CIVIL RIGHTS** - The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

1) 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.
4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. **ENERGY CONSERVATION** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

9. **TRAFFICKING in PERSONS** – The contractor agrees that it and its employees, may not:

1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
3) Use forced labor in the performance of the contract or sub-contracts.

10. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. _____ Signature of Contractor's Authorized Official
II. _____ Name and Title of Contractor's Authorized Official
III. _____ Date

11. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
2) Distracted Driving, Including Text Messaging While Driving – The contractor agrees to:
   I. Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
   II. Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
   III. Extension of Provision. Include this Special Provision in each third party subagreement at each tier supporting this agreement.

12. ADA ACCESS –The contractor agrees to comply with mandatory requirements relating to Federal protections for individuals with disabilities under the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Section 12101 *et seq.*, prohibiting discrimination against qualified individuals with disabilities in all programs, activities, and services. It also imposes specific requirements on public and private public and private entities. The contractor must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA employment, public services, public accommodations, telecommunications, and other provisions.

13. **SAFETY SENSITIVE INFORMATION** – The contractor must protect, and take measures to ensure that its sub-contractor(s) at each tier protect, "sensitive security information" made available during the administration of a contract or sub-contract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. Section 114(r), and implementing Department of Homeland Security regulations, 49 C.F.R. Part 1520.

14. **TERMINATION PROVISIONS** – ***(Applicable to contracts exceeding $10,000).*** **The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.**

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.
2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.
4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering

to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

15. **DEBARMENT AND SUSPENSION** *(Applicable to Procurements Exceeding $25,000)* - The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at www.sam.gov , and will include a similar term or condition in each of its covered transactions. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1) Debarred from participation in any federally assisted Award;
2) Suspended from participation in any federally assisted Award;
3) Proposed for debarment from participation in any federally assisted Award;
4) Declared ineligible to participate in any federally assisted Award;
5) Voluntarily excluded from participation in any federally assisted Award; or
6) Disqualified from participation in ay federally assisted Award

16. **LOBBYING AND CERTIFICATION DISCLOSURE** *(Applicable to Procurements Equal to or Exceeding $100,000)* - 31 U.S.C. 1352 (a), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. **The undersigned certifies, to the best of his or her knowledge and belief, that**:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award

documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I. _____
Signature of Contractor's Authorized Official

II. _____
Name and Title of Contractor's Authorized Official

III. _____
Date

17. BREACHES AND DISPUTE RESOLUTION *(Applicable to Procurements Exceeding $250,000)*

1) The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.
2) In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.
3)
4) Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof. Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
5) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
6) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City of Huntsville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Huntsville is located.
7) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City of Huntsville, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Procurements Exceeding $150,000)* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and 33 U.S.C. §§ 1251 through 1388, as amended;

1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
2) Refrain from using any violating facilities,
3) Report violations to FTA and the Regional U.S. EPA Office, and

4) Comply with the inspection and other applicable requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387
5) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

19. SUBSTANCE ABUSE TESTING *(Applicable to Contracts with Safety Sensitive Work Performed, Maintenance on Revenue Vehicles)* - - Drug and Alcohol Testing Policy-U.S. Department of Transportation (DOT), 49 C.F.R., part 40; Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R., part 382.

1) The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Alabama, or The City of Huntsville, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees to submit the Management Information System (MIS) reports before January 31st of the following calendar year to the City of Huntsville's Employee Clinic & Resource Coordinator, 2227 Drake Avenue SW, Suite 26, Huntsville, AL 35805.
2) The Contractor agrees to comply and assures compliance of its Sub-Contractor(s) or other participants, with all Drug and Alcohol Testing Policies as required under the above referenced DOT, FTA, and FMCSA mandates. These requirements are outlined in the Scope of Work, section XI. Contractor's Personnel.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – NON-CONSTRUCTION *(Applicable to non-Construction Activities)* - The contractor or subcontractor agrees to comply with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of $2,000 for construction work and $2,500 for non-construction work set forth in the Common Grant Rules to $150,000. A federally assisted contract must exceed $150,000 before these wage and hour requirements apply to that contract.

21. CARGO PREFERENCE *(Applicable to Products Requiring Shipping)* - Use of United States-Flag Vessels - The contractor agrees:

1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
3) to include these requirements in all subcontracts issued pursuant to this contract when the

subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. FLY AMERICA REQUIREMENTS *(Applicable to Products Requiring Flight Transport)* - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. BUS TESTING - The Contractor/Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and indicate one of the following three alternatives:

1) _____ The buses offered herewith have been tested in accordance with 49 CFR Part 665 on _____ (date). If multiple buses are being proposed, provide additional bus testing information below or on attached sheet. The vehicles being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.
2) _____ The manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.
3) _____ The vehicle is a new model, or vehicle configuration and components are not identical, and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

I. **Certification of Compliance with FTA's Bus Testing Requirements** -

1. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29. Certified by Authorized Official.
   a. Date: _____
   b. Signature: _____
   c. Company Name: _____
   d. Title: _____

24. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

25. Buy America Certification– Rolling Stock *(Applicable to Procurements exceeding $150,000)* - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

1) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

   I. Date _____

   II. Signature _____

   III. Company _____

   IV. Name _____

   V. Title _____

2) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

   I. Date _____

II. Signature _____

III. Company _____

IV. Name _____

V. Title _____

26. **TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION** - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

1) **TVM Certification** _____(name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year _____ and has either been approved or not disapproved by FTA.

2) Or, _____ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied _____ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

I. Date: _____

II. Signature: _____

III. Company Name: _____

IV. Printed Name: _____

V. Title: _____

27. **COMPLIANCE with COPELAND ANTI-KICK BACK ACT requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

1) 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 Federal Transit Administration may by appropriate instructions require, 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.

2) 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.

28. **SEISMIC SAFETY** - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

29. **STATE and LOCAL LAW DISCLAIMER** - The use of many of the suggested clauses may not be governed by Federal Law, but may be significantly affected by State law. Contractors should consult with their attorneys before using language in the sub-contractors procurement documents.

30. PUBLIC TRANSIT PROTEST PROCEDURES – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Scott Freeman, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, _____, certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.

_____
Legal Name of Firm

_____
Signature of Bidder

_____
Print or Type Name of Bidder

_____
Date

APPENDIX F
CITY OF HUNTSVILLE, ALABAMA
DETAILED FUNCTIONAL OBJECTIVES

N/A

APPENDIX G
CITY OF HUNTSVILLE, ALABAMA
PROPOSAL PRICING FORM

Proposer shall acknowledge receipt of all addenda in the space provided on the Proposal Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Proposer of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

PLEASE PROVIDE PRICING IN A SEPARATE SEALED ENVELOPE

APPENDIX H
CITY OF HUNTSVILLE, ALABAMA
PROPOSER INFORMATION & ACKNOWLEDGEMENTS

3.1 PROPOSER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

_____

Doing-Business-As Name of Proposer:

_____

Principal Office Address:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Form of Business Entity [check one ("X")]

Corporation ____
Partnership ____
Individual ____
Joint Venture ____
Other (describe): ____ _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____
Location of incorporation: _____
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

_____

_____

_____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

3.2 CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No _____
If "Yes," Department _____

Member of Household City Employee Yes _____ No _____
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No _____
If "Yes," Name (s) _____

3.3 CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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

3.4 ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this RFP. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the RFP supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of the firm named below I do hereby certify and represent that this business 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.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Signature of Proposer

Print or Type Name of Proposer

Date

Legal Name of Firm

Mailing Address

City State Zip Code

Phone Fax

Email Address

Website Address

APPENDIX I
MAILING LABELS

The below mailing labels are provided to assist you in submitting your Proposal and to insure proper identification of Proposal documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

MAILING ADDRESS:

FROM: _____ _____ _____ IFB/RFP# _____ FOR _____ OPENING DATE _____ **2:00:00 PM local time** GC LICENSE # (If applicable)	**TO:** **THE CITY OF HUNTSVILLE** **PROCUREMENT SERVICES - 5th FLOOR** **P. O. BOX 308** **HUNTSVILLE, AL 35804**

PHYSICAL ADDRESS:

FROM: _____ _____ _____ IFB/RFP# _____ FOR _____ OPENING DATE _____ **2:00:00 PM local time** GC LICENSE # (If applicable)	**TO:** **THE CITY OF HUNTSVILLE** **PROCUREMENT SERVICES – 5TH FLOOR** **308 FOUNTAIN CIRCLE** **HUNTSVILLE, AL 35801**

APPENDIX J
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):_____.
- City of Huntsville current taxpayer identification number (if available): _____.

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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:
❑ Other, please explain:	Number & State (if a filing entity under state law):

C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable):_____

Type or legibly write name: _____ Date: _____

APPENDIX K
CITY OF HUNTSVILLE, ALABAMA
DETAILED PROPOSER INFORMATION

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0350

Department: Police

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Lonnie Jones.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 70,000

Total Cost: $ 70,000

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Special Employee Contract renewal for the police department's Peer Support Coordinator, Lonnie Jones

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Lonnie Jones, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and Lonnie Jones" consisting of three (3) pages and the date of April 28, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND LONNIE JONES
STATE OF ALABAMA
COUNTY OF MADISON

THIS AGREEMENT is made and entered into on the 28th of April 2022, by and between Lonnie Jones, an individual, ("Employee") 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. Employee shall be employed by the City of Huntsville as a Special Programs Coordinator in the Police Department, shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police. Duties of the position, Special Programs Coordinator, shall include all work describe on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of $50.00 per hour not to exceed a total of 28 hours per week, with the total sum not to exceed $70,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of the contract shall be for a period of one (1) year commencing on April 28, 2022.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall provide Employee a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

_____
President of the City Council
Of the City of Huntsville, AL
Date: April 28, 2022

6. Except as specified herein, Employee shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Employee acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Employee 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.

Lonnie Jones

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

Exhibit A

Special Programs Coordinator (SPC)

Job Specification and Duties

General Purposes

The SPC will be responsible for the following: Supporting and ensuring compliance with ACT#2019-416 (Peer Support) that was passed in the general session of the Alabama Legislature and signed into law March 28, 2018; Coordinating and being responsible for the Peer Support Program (PSP); Co-chair and provide oversight and responsibility for the department's Critical Incident Team (CIT); Provide Chief of Police and Command Staff advice, insight and consultation of potential employee related issues based on CIT and PSP experiences; Provide departmental members information and/or training in mental health related issues; Oversight and management of the department's Chaplaincy program.

Essential Functions

- Provide administrative direction, training and oversight for the department's Peer Support program.
- To ensure departmental compliance with Act #2018-416.
- To co-chair and provide administrative direction, training and oversight for the department's CIT program regarding critical incidents and our department's interaction with citizens displaying an altered mental state.
- To assist the Chief of Police with the screening and selection of Peer Support members.
- To assist the Chief of Police with the screening and selection of Critical Incident Team members.
- To serve as Chief of Police's liaison to the Police Chaplaincy program.
- To conductor provide on-going departmental training on topics (and not limited to) related to stress management, conflict resolution, leadership training, post-traumatic stress and mental health awareness.
- To provide the Chief of Police insight and advice with the Chaplaincy Program Board pending decisions and procedures relative to the Chaplains activities within the department before implementation.
- To provide administrative support with the Employee Assistance Program (EAP) while ensuring compliance with city of Huntsville and insurance guidelines as it relates to EAP.
- To ensure departmental compliance with the Commission on Accreditation for Law Enforcement Agencies (CALEA).
- To train cadets and officers with training skills associated with mental health, survival skills and mental preparation for duties related to public service.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0351

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 16.99 acres of land lying on the north side of Hwy 72 East and west of Jordan Road.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1521

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 16.99 acres of land lying on the north side of Hwy 72 East and west of Jordan Road.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

WHEREAS, The Douglas C. Martinson Trust Estate, by Douglas C. Martinson II and Abbott McWhorter Martinson, as its Personal Representatives, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 14, Township 3 South, Range 1 East of the Huntsville Meridian in Madison County, Alabama. Being more particularly described as follows: Commencing at the Southwest corner of the Southeast quarter of said section 14; thence, North 01 degree 14 Minutes 41 Seconds East for a distance of 866 feet to a 5/8-inch iron pin being the Point-of-Beginning. thence, North 00 Degrees 28 Minutes 59 Seconds East for a distance of 148.17 feet to a 2 inch open top pipe; thence, North 73 Degrees 03 Minutes 52 Seconds West for a distance of 206.20 feet to a hex iron pin; thence, North 16 Degrees 55 Minutes 22 Seconds East for a distance of 258.25 feet to a hex iron pin; thence, South 73 Degrees 11 Minutes 22 Seconds East for a distance of 132.11 feet to a 5/8-inch capped iron pin (Garver); thence, North 01 Degrees 00 Minutes 09 Seconds East for a distance of 555.05 feet

to a 3/4-inch pinched top pipe on the Southern right-of-way of Norfolk Southern railway; thence along said right-of-way, along a curve to the right through an angle of 31 Degrees 29 Minutes 34 Seconds, having a radius of 2875.00 feet, and a chord bearing and distance of South 67 Degrees 17 Minutes 47 Seconds East for a distance of 1560.44 feet to a point on the Northern right-of-way of Abbottsford road. Thence, leaving said railway right-of-way along said Abbottsford road Northern right-of-way South 88 Degrees 16 Minutes 10 Seconds West for a distance of 869.97 feet to a point; thence, North 89 Degrees 59 Minutes 49 Seconds West for a distance of 414.74 feet to a point; thence, leaving said Abbottsford Northern right-of-way, South 00 Degrees 09 Minutes 19 Seconds West for a distance of 49.88 feet to a point on the Southern right-of-way of Abbottsford road; thence, along said Abbottsford road Southern right-of-way South 89 Degrees 59 Minutes 49 Seconds East for a distance of 215.72 feet to a 1/2-inch capped iron pin (hill); thence, South 56 Degrees 12 Minutes 06 Seconds West for a distance of 214.04 feet to a 5/8-inch iron pin; thence, South 18 Degrees 29 Minutes 25 Seconds West for a distance of 191.84 feet to a 1 inch pinched top pipe; thence North 87 Degrees 08 Minutes 46 Seconds West a distance of 147.61 feet to the Point-of-Beginning. Said parcel containing 15.95 acres more or less.

INCLUDING

All that part of Section 14, Township 03 South, Range 01 East of the Huntsville Meridian in Madison County, Alabama. Being more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of said Section 14; thence, North 01 Degree 14 Minutes 41 Seconds East for a distance of 375.73 feet to a 5/8-inch iron pin; thence, North 56 Degrees 52 Minutes 58 Seconds West for a distance of 1457.26 feet to a 5/8-inch iron pin; thence, South 08 Degrees 27 Minutes 50 Seconds West for a distance of 1062.94 feet to a point in the center of the road; thence along said centerline and along a curve to the left, having a radius of 2615.00 feet, and a chord bearing and distance of North 76 Degrees 36 Minutes 52 Seconds West for a distance of 810.50 feet to a point; thence, North 84 Degrees 28 Minutes 52 Seconds West for a distance of 383.50 feet to a 5/8-inch iron pin and being the Point-of-Beginning. Thence, from the Point of Beginning, North 01 Degree 08 Minutes 51 Seconds East for a distance of 304.83 feet to a point; thence, North 84 Degrees 25 Minutes 09 Seconds West for a distance of 150 feet a point; thence, South 00 Degrees 48 Minutes 30 Seconds West for a distance of 305.14 feet to point; thence South 84 Degrees 28 Minutes 53 Seconds East for a distance of 148.18 feet back to the Point of Beginning; Said parcel containing 1.04 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: The Douglas C. Martinson Trust Estate, by Douglas C. Martinson II and Abbott McWhorter Martinson, as its Personal Representatives (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **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 "Martinson Ranch Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I, the undersigned Petitioner have hereunto subscribed my name as of the 18 day of April, 2022.

PETITIONER:
The Douglas C. Martinson Trust Estate

Signature: _____
Douglas C. Martinson II

Signature: _____
Abbott McWhorter Martinson

As its: Personal Representatives

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas C. Martinson 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 18 day of April, 2022.

Alicia Smith (SEAL)
NOTARY PUBLIC

Expiration Date: _____

ALICIA SMITH MY COMMISSION EXPIRES FEBRUARY 14, 2024 NOTARY PUBLIC ALABAMA, STATE AT LARGE

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Abbott McWhorter Martinson, 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 18 day of April, 2022.

Alicia Smith (SEAL)
NOTARY PUBLIC

Expiration Date: _____

ALICIA SMITH MY COMMISSION EXPIRES FEBRUARY 14, 2024 NOTARY PUBLIC ALABAMA, STATE AT LARGE

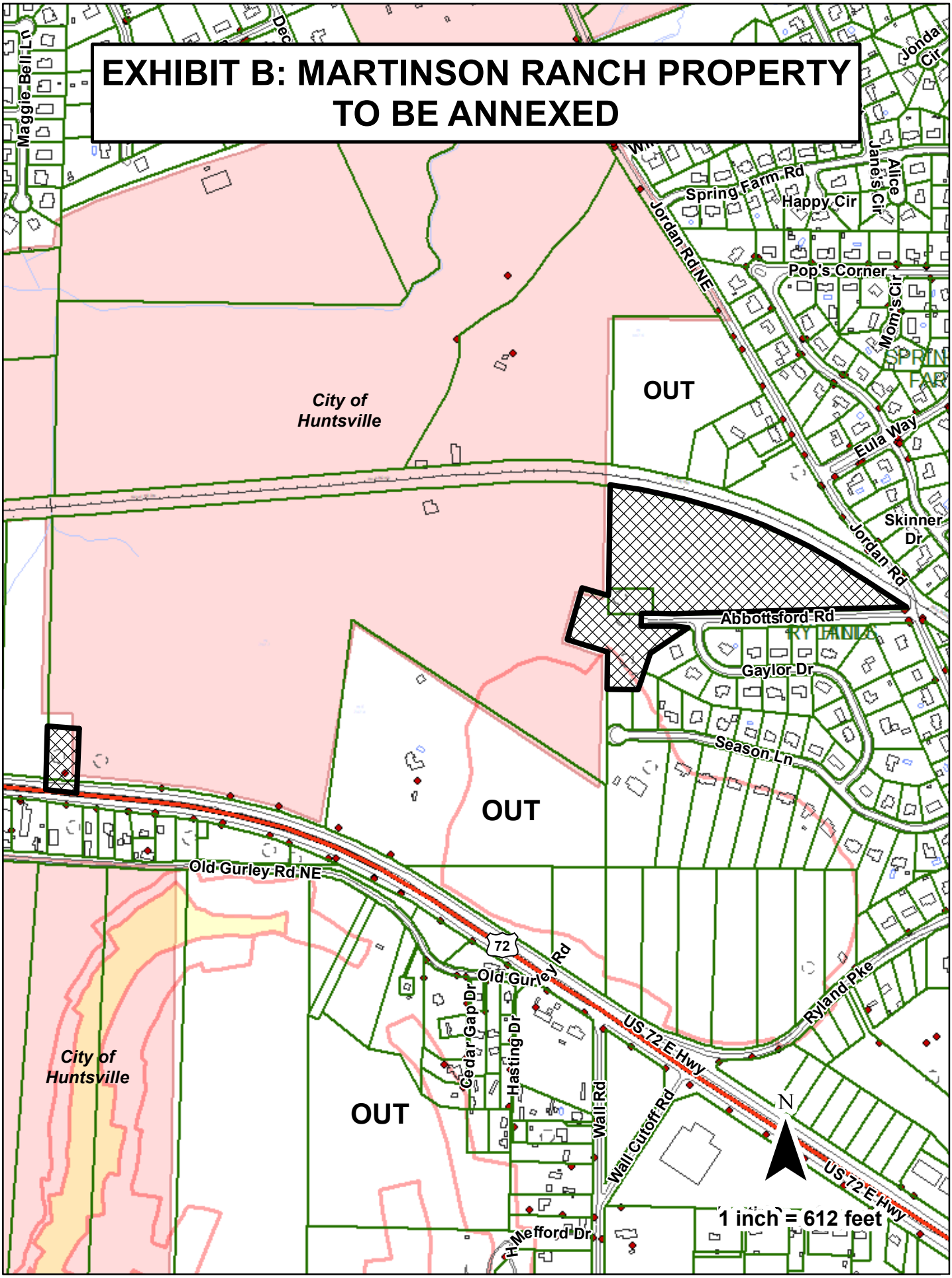
Exhibit “A”
(Legal Description of the Property)

All that part of Section 14, Township 3 South, Range 1 East of the Huntsville Meridian in Madison County, Alabama. Being more particularly described as follows: Commencing at the Southwest corner of the Southeast quarter of said section 14; thence, North 01 degree 14 Minutes 41 Seconds East for a distance of 866 feet to a 5/8-inch iron pin being the Point-of-Beginning. thence, North 00 Degrees 28 Minutes 59 Seconds East for a distance of 148.17 feet to a 2 inch open top pipe; thence, North 73 Degrees 03 Minutes 52 Seconds West for a distance of 206.20 feet to a hex iron pin; thence, North 16 Degrees 55 Minutes 22 Seconds East for a distance of 258.25 feet to a hex iron pin; thence, South 73 Degrees 11 Minutes 22 Seconds East for a distance of 132.11 feet to a 5/8-inch capped iron pin (Garver); thence, North 01 Degrees 00 Minutes 09 Seconds East for a distance of 555.05 feet to a 3/4-inch pinched top pipe on the Southern right-of-way of Norfolk Southern railway; thence along said right-of-way, along a curve to the right through an angle of 31 Degrees 29 Minutes 34 Seconds, having a radius of 2875.00 feet, and a chord bearing and distance of South 67 Degrees 17 Minutes 47 Seconds East for a distance of 1560.44 feet to a point on the Northern right-of-way of Abbottsford road. Thence, leaving said railway right-of-way along said Abbottsford road Northern right-of-way South 88 Degrees 16 Minutes 10 Seconds West for a distance of 869.97 feet to a point; thence, North 89 Degrees 59 Minutes 49 Seconds West for a distance of 414.74 feet to a point; thence, leaving said Abbottsford Northern right-of-way, South 00 Degrees 09 Minutes 19 Seconds West for a distance of 49.88 feet to a point on the Southern right-of-way of Abbottsford road; thence, along said Abbottsford road Southern right-of-way South 89 Degrees 59 Minutes 49 Seconds East for a distance of 215.72 feet to a 1/2-inch capped iron pin (hill); thence, South 56 Degrees 12 Minutes 06 Seconds West for a distance of 214.04 feet to a 5/8-inch iron pin; thence, South 18 Degrees 29 Minutes 25 Seconds West for a distance of 191.84 feet to a 1 inch pinched top pipe; thence North 87 Degrees 08 Minutes 46 Seconds West a distance of 147.61 feet to the Point-of-Beginning. Said parcel containing 15.95 acres more or less.

INCLUDING

All that part of Section 14, Township 03 South, Range 01 East of the Huntsville Meridian in Madison County, Alabama. Being more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of said Section 14; thence, North 01 Degree 14 Minutes 41 Seconds East for a distance of 375.73 feet to a 5/8-inch iron pin; thence, North 56 Degrees 52 Minutes 58 Seconds West for a distance of 1457.26 feet to a 5/8-inch iron pin; thence, South 08 Degrees 27 Minutes 50 Seconds West for a distance of 1062.94 feet to a point in the center of the road; thence

along said centerline and along a curve to the left, having a radius of 2615.00 feet, and a chord bearing and distance of North 76 Degrees 36 Minutes 52 Seconds West for a distance of 810.50 feet to a point; thence, North 84 Degrees 28 Minutes 52 Seconds West for a distance of 383.50 feet to a 5/8-inch iron pin and being the Point-of-Beginning. Thence, from the Point of Beginning, North 01 Degree 08 Minutes 51 Seconds East for a distance of 304.83 feet to a point; thence, North 84 Degrees 25 Minutes 09 Seconds West for a distance of 150 feet a point; thence, South 00 Degrees 48 Minutes 30 Seconds West for a distance of 305.14 feet to point; thence South 84 Degrees 28 Minutes 53 Seconds East for a distance of 148.18 feet back to the Point of Beginning; Said parcel containing 1.04 acres, more or less.


EXHIBIT B: MARTINSON RANCH PROPERTY TO BE ANNEXED
Maggie Bell Ln
Jonda Cir
Spring Farm Rd
Happy Cir
Alice Jane's Cir
Jordan Rd NE
Pop's Corner
Mom's Cir
City of Huntsville
OUT
Eula Way
Skinner Dr
Jordan Rd
Abbottsford Rd
Gaylor Dr
Season Ln
OUT
Old Gurley Rd NE
72
Old Gurley Rd
Ryland Pke
US 72 E Hwy
Cedar Gap Dr
Hasting Dr
Wall Rd
Wall Cutoff Rd
City of Huntsville
OUT
N
1 inch = 612 feet
H Mefford Dr

ANNEXATION SUMMARY: MARTINSON RANCH

April 8, 2022

PETITIONER:	The Douglas C. Martinson Trust Estate, by Douglas C. Martinson II and Abbott McWhorter Martinson, as its Personal Representatives
LOCATION:	On the north side of Hwy 72 East and west of Jordan Road Township 3 South, Range 1 East, Section 14
ACREAGE:	16.99 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Martinson Ranch

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL AND RESIDENTIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner _____ Date 4.8.2022

For: The Douglas C. Martinson Trust Estate As its: Co-Executor

Petitioner _____ Date 4-8-2022

For: The Douglas C. Martinson Trust Estate As its: Co-Executor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0352

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II of the Code of Ordinances of the City of Huntsville, to add Section 3-31, Bridge Street Arts & Entertainment District.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** TMP-1523

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II of the Code of Ordinances of the City of Huntsville, to add Section 3-31, Bridge Street Arts & Entertainment District.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

Section 1. Chapter 3, Article II of the Code of Ordinances of the City of Huntsville, Alabama is hereby amended by adding the following section:

Sec. 3-31. Bridge Street Arts and Entertainment District.

(a) *Definitions.* The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this subsection (a), except where the context clearly indicates a different meaning.

Approved container means a purple colored, non-glass container not exceeding a volume of 16 fluid ounces, which is provided to a customer by the seller who is a district permittee, bearing the name or logo of the permittee.

Arts and entertainment district event means a Chapter 23 special event that meets each of the following criteria:

(1) The event is open to the general public and may or may not include an admission fee for entrance into the event.

(2) The purpose of the event is to promote local arts, culture, or entertainment, through a venue that is consistent with the purpose of the arts and entertainment district.

Brewery means a brewery located within the district that holds a manufacturers license from the ABC board and city, which is authorized by law to sell beer at retail for off-premises consumption.

Chapter 23 special event means a special event governed by Chapter 23, Article VI of this Code.

Customer means an individual who is not a minor, as that term is defined by the state alcoholic beverage control laws, that possesses an alcoholic beverage provided by a district permittee for consumption in the district area during the hours of the operation of the district.

District means the Bridge Street Arts and Entertainment District established hereinafter in subsection (c) of this section, as such district may be from time to time amended.

District area or *area* means public places within the district, except for an excluded public place.

District permittee or *permittee* means the holder of a permit issued by the city pursuant to subsection (h) of this section.

Excluded public place means a public place within the district that is not included within the district area as follows:

(1) A public building, facility, garage, or parking lot that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;

(2) Property privately owned or controlled that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;

(3) An area being used for a Chapter 23 special event that is posted with signage at each entrance or in conspicuous places occupied by the event that no open containers of alcoholic beverages are allowed on the premises;

(4) An area being used for a Chapter 23 special event that is licensed to sell alcoholic beverages; or

(5) The premises of a city licensee.

On-premise retailer means an on-premise alcoholic beverage retailer located within the district that holds a license from the state and city authorizing the retail sale of alcoholic beverages for on-premise consumption.

(b) *Purpose.*

(1) *Purpose of section.* The purpose of this section is as follows:

a. With regard to on-premise retailers, to establish a district authorized by section 28-3A-17.1, Code of Ala. 1975, within which certain conduct that is otherwise prohibited by this article is permitted, specifically, regulations against possessing an open container and drinking in a public place under subsection 3-22(b), regulations against removal of open containers under subsections 3-24(a) through (c), regulations against allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee under subsection 3-24(d), and regulations against brown bagging on the premises of another city business licensee under subsection 3-25(a);

b. With regard to breweries, to establish a district within which certain conduct that is otherwise prohibited by this article is permitted, specifically, regulations against possessing an open container and drinking in a public place under subsection 3-22(b), regulations against allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee under subsection 3-24(d), and regulations against brown bagging on the premises of another city business licensee under subsection 3-25(a); and

c. To establish regulations governing the district.

(2) *Purpose of arts and entertainment district*. In addition to the foregoing, the purpose of establishing an arts and entertainment district is to enhance the public enjoyment of the district and to promote local arts, culture, and entertainment, while, at the same time, protecting existing uses and preserving the unique character of each district.

(c) *Bridge Street Arts and Entertainment District established*.

(1) Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the Bridge Street Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to section 28-3A-17.1, Code of Ala. 1975:

> All that part of the Southwest Quarter of Section 06, Township 04 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama; particularly described as commencing at the Southwest Corner of said Section 06; thence from the Point of Commencement, North 73 Degrees 09 Minutes 47 Seconds East, a distance of 2179.97 feet to the Point of Beginning of the following described tract of land; Thence from the Point of Beginning, South 01 Degree 31 Minutes 03 Seconds West, a distance of 19.08 feet; thence North 88 Degrees 28 Minutes 57 Seconds West, a distance of 39.34 feet; thence North 64 Degrees 39 Minutes 13 Seconds West, a distance of 27.38 feet; thence North 88 Degrees 07 Minutes 22 Seconds West, a distance of 15.89 feet; thence South 68 Degrees 11 Minutes 56 Seconds West, a distance of 26.65 feet; thence North 88 Degrees 20 Minutes 41 Seconds West, a distance of 45.07 feet; thence North 00 Degrees 46 Minutes 28 Seconds West, a distance of 19.27 feet; thence North 87 Degrees 58 Minutes 23 Seconds West, a distance of 348.81 feet; thence North 88 Degrees 37 Minutes 30 Seconds West, a distance of 265.36 feet; thence North 02 Degrees 29 Minutes 41 Seconds East, a distance of 136.28 feet; thence South 88 Degrees 13 Minutes 51 Seconds East, a distance of 217.16 feet; thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 93.56 feet; thence North 29 Degrees 10 Minutes 39 Seconds East, a distance of 31.02 feet; thence North 71 Degrees 53 Minutes 24 Seconds East, a distance of 43.56 feet; thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 10.68 feet; thence North 07 Degrees 51 Minutes 12 Seconds West, a distance of 71.15 feet; thence South 90 Degrees 00 Minutes 00 Seconds East, a distance of 53.86 feet; thence North 00 Degrees 00 Minutes 00 Seconds

East, a distance of 16.67 feet; thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 14.75 feet; thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 69.78 feet; thence North 78 Degrees 57 Minutes 36 Seconds West, a distance of 16.96 feet; thence North 05 Degrees 49 Minutes 38 Seconds East, a distance of 23.41 feet to a point at the beginning of a curve to the left; thence along said curve with a radius of 56.22 feet; a chord bearing and chord distance of North 42 Degrees 43 Minutes 55 Seconds West, 67.94 feet; thence North 86 Degrees 57 Minutes 52 Seconds West, a distance of 39.61 feet; thence North 02 Degrees 27 Minutes 14 Seconds East, a distance of 33.63 feet; thence North 87 Degrees 32 Minutes 46 Seconds West, a distance of 288.08 feet; thence North 02 Degrees 27 Minutes 14 Seconds East, a distance of 243.52 feet; thence North 87 Degrees 32 Minutes 46 Seconds West, a distance of 50.54 feet; thence North 02 Degrees 27 Minutes 14 Seconds East, a distance of 57.23 feet; thence South 66 Degrees 27 Minutes 41 Seconds East, a distance of 56.54 feet; thence South 87 Degrees 38 Minutes 29 Seconds East, a distance of 303.73 feet; thence North 02 Degrees 21 Minutes 31 Seconds East, a distance of 37.16 feet; thence South 87 Degrees 38 Minutes 29 Seconds East, a distance of 165.96 feet; thence North 07 Degrees 47 Minutes 44 Seconds West, a distance of 92.08 feet; thence South 80 Degrees 16 Minutes 21 Seconds West, a distance of 24.66 feet; thence North 09 Degrees 27 Minutes 44 Seconds West, a distance of 81.27 feet; thence South 79 Degrees 17 Minutes 54 Seconds West, a distance of 25.73 feet; thence North 17 Degrees 44 Minutes 03 Seconds West, a distance of 17.95 feet; thence North 32 Degrees 40 Minutes 50 Seconds West, a distance of 43.73 feet; thence North 05 Degrees 42 Minutes 38 Seconds West, a distance of 13.96 feet; thence North 01 Degree 43 Minutes 48 Seconds East, a distance of 241.99 feet; thence North 03 Degrees 29 Minutes 42 Seconds East, a distance of 79.66 feet; thence North 01 Degree 37 Minutes 32 Seconds East, a distance of 232.73 feet to a point at the beginning of a curve to the right; thence along said curve with a radius of 33.07 feet; a chord bearing and chord distance of North 49 Degrees 23 Minutes 55 Seconds East, 44.82 feet; thence South 88 Degrees 07 Minutes 18 Seconds East, a distance of 339.07 feet to a point at the beginning of a curve to the right; thence along said curve with a radius of 46.74 feet; a chord bearing and chord distance of South 44 Degrees 33 Minutes 21 Seconds East, 63.35 feet; thence South 02 Degrees 07 Minutes 26 Seconds West, a distance of 265.19 feet to a point at the beginning of a curve to the left; thence along said curve with a radius of 44.39 feet; a chord bearing and chord distance of South 50 Degrees 13 Minutes 08 Seconds East, 55.71 feet; thence South 87 Degrees 39 Minutes 47 Seconds East, a distance of 319.27 feet; thence South 02 Degrees 20 Minutes 14 Seconds West, a distance of 63.46 feet; thence South 87 Degrees 39 Minutes 46 Seconds East, a distance of 104.61 feet; thence South 02 Degrees 20 Minutes 14 Seconds West, a distance of 112.40 feet; thence North 87 Degrees 39 Minutes 46 Seconds West, a distance of 91.84 feet; thence South 02 Degrees 20 Minutes 14 Seconds West, a distance of 46.91 feet to a point at the beginning of a curve to the right; thence along said curve with a radius of 103.40 feet; a chord bearing and chord distance of South 87 Degrees 07 Minutes 54 Seconds East, 104.67 feet; thence South 04 Degrees 43 Minutes 44

Seconds West, a distance of 615.77 feet; thence North 88 Degrees 26 Minutes 43 Seconds West, a distance of 239.83 feet; thence South 01 Degree 33 Minutes 17 Seconds West, a distance of 144.59 feet; thence South 88 Degrees 26 Minutes 43 Seconds East, a distance of 58.27 feet; thence South 01 Degree 33 Minutes 17 Seconds West, a distance of 334.71 feet; thence North 88 Degrees 26 Minutes 45 Seconds West, a distance of 228.70 feet back to the Point of Beginning and containing 30.86 acres, more or less.

Less and Except the following from the above described tract:

All that part of the Southwest Quarter of Section 06, Township 04 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama; particularly described as commencing at the Southwest Corner of said Section 06; thence from the Point of Commencement, North 67 Degrees 29 Minutes 18 Seconds East, a distance of 1718.68 feet to the Point of Beginning of the following described tract of land; thence from the Point of Beginning, North 88 Degrees 34 Minutes 19 Seconds West, a distance of 32.96 feet to a point at the beginning of a curve to the left; thence along said curve with a radius of 67.58 feet; a chord bearing and chord distance of North 22 Degrees 39 Minutes 51 Seconds East, 16.83 feet; thence North 01 Degree 24 Minutes 26 Seconds East, a distance of 109.53 feet; thence North 88 Degrees 13 Minutes 51 Seconds West, a distance of 10.05 feet; thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 89.96 feet; thence North 28 Degrees 54 Minutes 00 Seconds East, a distance of 22.27 feet; thence North 71 Degrees 53 Minutes 24 Seconds East, a distance of 20.41 feet; thence South 87 Degrees 39 Minutes 40 Seconds East, a distance of 155.43 feet; thence North 59 Degrees 28 Minutes 53 Seconds East, a distance of 70.69 feet; thence South 86 Degrees 39 Minutes 22 Seconds East, a distance of 75.12 feet; thence South 03 Degrees 20 Minutes 38 Seconds West, a distance of 22.12 feet; thence South 86 Degrees 39 Minutes 22 Seconds East, a distance of 17.37 feet; thence South 03 Degrees 20 Minutes 38 Seconds West, a distance of 82.15 feet; thence North 86 Degrees 39 Minutes 22 Seconds West, a distance of 106.36 feet; thence South 03 Degrees 20 Minutes 38 Seconds West, a distance of 35.40 feet; thence North 86 Degrees 39 Minutes 22 Seconds West, a distance of 71.87 feet; thence North 03 Degrees 20 Minutes 38 Seconds East, a distance of 25.90 feet; thence North 86 Degrees 39 Minutes 22 Seconds West, a distance of 77.47 feet; thence North 03 Degrees 20 Minutes 38 Seconds East, a distance of 21.20 feet; thence North 86 Degrees 39 Minutes 22 Seconds West, a distance of 38.16 feet; thence South 01 Degree 50 Minutes 04 Seconds West, a distance of 190.95 feet back to the Point of Beginning and containing 0.78 acres, more or less.

(2) Notwithstanding anything in this section to the contrary, at any time and from time to time, the district established in this section may be enlarged, reduced, modified, or eliminated, in whole or part, and the regulations set forth in this section are subject to amendment at any time and from time to time. No vested rights shall be acquired by or be

conferred upon any person as a result of the establishment of the district or permitting under this section.

(3) In the event the entertainment district established by this section falls below the number of alcoholic beverage licensees required for the establishment of the district according to section 28-3A-17.1, Code of Ala. 1975, then the city may amend this section to either eliminate the entertainment district or modify the district so as to remain in compliance with section 28-3A-17.1, unless applicable state alcoholic beverage control laws allow for continuance of a once-established district regardless of the number of alcoholic beverage licensees remaining.

(d) *Opening of the district.*

(1) *Regular hours of district.* The regular hours of operation for the entertainment district shall be between the hours of 4:00 pm to 10:00 pm on Thursday and between the hours of 12:00 noon to 10:00 p.m. on Friday, Saturday, and Sunday.

(2) *Chapter 23 special event opening of district.*

a. An event organizer of a Chapter 23 special event that is an arts and entertainment district event, including an organized event on private property that requires city event services in accordance with section 23-202(d) of this Code, may request, with the organizer's application for a Chapter 23 special event permit and on forms provided by the city, that the district be opened during the chapter 23 special event.

b. The request shall be processed with the application for a Chapter 23 special event permit and the event organizer, as that term is defined in Chapter 23, Article VI of this Code, shall be responsible for all costs incurred by the city as a result of the opening of the district during the Chapter 23 special event, including safety, traffic and crowd control; clean-up costs; and the use of city equipment. City services necessitated by the conduct of the Chapter 23 special event independent of the opening of the district shall be governed by Chapter 23, Article VI of this Code.

c. The event administrator, as that term is defined in Chapter 23, Article VI of this Code, shall have the authority to determine whether the proposed event meets the definition of an arts and entertainments district event, based on recommendations that he may elect to obtain from the city's planning division, and to approve, approve with conditions, or disapprove the opening of the district during the special event based on the grounds for denying a special event permit or other public health, safety, or general welfare concerns. No appeal or other right of review shall be available to an event organizer who has had its request to open the district denied.

(3) *City-sponsored opening of the district.* At any time and from time to time the city, through the mayor or his designee, may elect to sponsor the opening of the district.

(e) *Exemptions in the district for on-premise retailers and their customers.* In the case of on-premise retailers who are district permittees and their customers, each of the following shall apply:

(1) The regulations of subsection 3-22(b) of this article, concerning the possession of an open container or drinking an alcoholic beverage in a public place, shall not apply in the case of the possession or consumption of alcoholic beverages in an approved container within the confines of the district area during the hours of operation of the district. Otherwise, the regulations of subsection 3-22(b) shall apply.

(2) The regulations of subsections 3-24(a) through (c) of this article, concerning removal of an open container from an authorized licensed premise, shall not apply in the case of the removal of an approved container of alcoholic beverages from the premises of an on-premise retailer who is a district permittee during the hours of operation of the district. Otherwise, the regulations of subsections 3-24(a) through (c) shall apply.

(3) The regulations of subsection 3-24(d) of this article, concerning allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee, shall not apply in the case of the possession or consumption of alcoholic beverages in an approved container within the confines of the district area during the hours of operation of the district by a customer wearing an approved wristband. Otherwise, the regulations of subsection 3-24(d) shall apply.

(4) The regulations of subsection 3-25(a) of this article, concerning brown bagging on the premises of another city business licensee, shall not apply in the district area during the hours of operation of the district in the case of alcoholic beverages in an approved container. Otherwise, the regulations of section 3-25(a) shall apply. Nothing in this subsection (4) shall be construed to allow brown bagging on city licensed premises, which includes patios or sidewalk café areas of the city licensee.

(f) *Exemptions in the district for breweries and their customers*. In the case of breweries who are district permittees and their customers, each of the following shall apply:

(1) The regulations of subsection 3-22(b) of this article, concerning the possession of an open container or drinking an alcoholic beverage in a public place, shall not apply in the case of the possession or consumption of beer in an approved container within the confines of the district area during the hours of operation of the district. Otherwise, the regulations of subsection 3-22(b) shall apply.

(2) The regulations of subsection 3-24(d) of this article, concerning allowing an open container or consumption of alcoholic beverages on the parking area of a city licensee, shall not apply in the case of the possession or consumption of beer in an approved

container within the confines of the district area during the hours of operation of the district. Otherwise, the regulations of subsection 3-24(d) shall apply.

(3) The regulations of subsection 3-25(a) of this article, concerning brown bagging on the premises of another city business licensee, shall not apply in the district area during the hours of operation of the district in the case of beer in an approved container. Otherwise, the regulations of section 3-25(a) shall apply. Nothing in this subsection (2) shall be construed to allow brown bagging on city licensed premises, which includes patios or sidewalk café areas of the city licensee.

(g) *Required conduct in the district.*

(1) Nothing in this section shall be construed to relieve a brewery, its servants, agents, or employees from complying with the hours of sale set forth in section 3-133(b) of this article or those set forth in the state alcoholic beverage control laws.

(2) For beer that will be removed from the licensed premises for off-premise consumption, a brewery, its servants, agents, and employees, shall furnish the beer to its customers in authorized unopened containers, which shall remain sealed while on the brewery's licensed premises.

(3) No person shall remove an open container of alcoholic beverages from the district.

(4) All alcoholic beverages possessed or consumed within the district shall be obtained from district permittees.

(5) It shall be unlawful for any person to re-use or to knowingly allow the re-use of an approved container for an alcoholic beverage and nothing in this section shall be construed to authorize the same.

(h) *Permitting*.

(1) *Qualifications*. In order to qualify for a permit under this subsection, an applicant shall meet each of the following conditions:

a. The applicant shall be a city licensee that is an on-premise retailer or a brewery; and

b. No adverse criminal, quasi-criminal, or administrative action shall be pending or shall have been taken in the immediately preceding 12-month period against the city licensee or its owner related to its license or the operation of the city licensed premises.

(2) *Application process; permit duration.* A city licensee that meets the qualification of subsection (1) above may apply with the city-clerk's office to become a district permittee by filling out a form provided by the city. The city clerk treasurer may deny a permit if the applicant does not meet the qualifications stated in subsection (1) above. The applicant may appeal the denial of the application for a permit to the liquor license review committee by filing a written notice of appeal with the city clerk-treasurer within 15 days after the denial. A permit shall be valid for a license year, at the end of which a renewal application must be made.

(3) *Action against permit.* A permit may be revoked, suspended, or not renewed by the city clerk-treasurer if the permittee or applicant for renewal no longer meets the qualifications stated in subsection (1) above. The permittee or applicant for renewal may appeal the adverse decision of the city clerk-treasurer to the liquor license review committee by filing a written notice of appeal with the city clerk-treasurer within 15 days after the adverse action.

(4) *Number of permits*. The chief of police shall have the authority at any time and from time to time to limit the number of district permits issued in a given license year should he, in his discretion, determine that it is in the interest of public, health, safety, or general welfare to do so. In such event, permits shall be issued on a first come, first serve basis based on the time a completed application is submitted to the office of the city clerk-treasurer. If there is a question as to first in time, the city clerk-treasurer is authorized to conduct a random drawing to decide the issue.

(i) *Security*.

(1) *Temporary closure of district.* At any time and from time to time, the chief of police shall have the authority to temporarily close the district, which includes the authority to require persons to disperse from the area, should he, in his sole discretion, determine it is appropriate to do so in order to protect the public health, safety, or general welfare. The district shall remain closed until the chief of police allows the district to be re-opened. The city shall not be responsible for any costs incurred by any person as a result of the closing and the city shall still be entitled to a reimbursement for city services provided in connection with the opening of the district for a Chapter 23 special event.

(j) Nothing in this section shall be construed to authorize any person to violate the state's open container law found at section 32-5A-330, Code of Ala. 1975.

(k) Nothing in this section shall be construed to authorize any person to violate the state and city's laws against under-age drinking.

(l) Nothing in the section shall be construed to authorize a brewery to operate contrary to the state alcoholic beverage control laws governing manufacturers, including section 28-3A-6 Code of Ala. 1975.

Section 2. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

Section 3. This Ordinance shall become effective upon its adoption and approval.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama


BRIDGE STREET
Proposed Arts & Entertainment District
Governors West NW
The Bridge St NW
Research Park Blv
255
N
GIS
CITY OF HUNTSVILLE
669

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0353

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to amend Section 10.6 (Annual Leave), Section 10.7 (Sick Leave), Section 10.8 (Family and Medical Leave), Section 10.14 (Leave Without Pay Unexcused) and Section 10.22 (Voluntary Leave Transfer Program) of Ordinance No. 04-315, Personnel Policies and Procedures Manual.

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:

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

Additional Comments:

ORDINANCE NO. 22-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Sections 10.6 (Annual Leave), 10.7 (Sick Leave), 10.8 (Family And Medical Leave), 10.14 (Leave Without Pay Unexcused) and 10.22 (Voluntary Leave Transfer Program) of Ordinance No. 04-315 (Personnel Policies and Procedures Manual), as adopted and approved on December 16, 2004, as amended, is hereby further amended as follows:

10.6 ANNUAL LEAVE (ORD. 07-897)

Accrual of annual leave for City employees will be as follows:

Less than 10 years of service -	4 hours per pay period
10 years to 15 years of service -	5 hours per pay period
15 years to 20 years of service -	6 hours per pay period
20 years or more of service-	7 hours per pay period

For purposes of determining years of service under this subsection, all time worked for the City of Huntsville will be considered, without regard to any break in service.

Annual leave accrued shall be prorated in the case of employees whose normal workweek requires a greater number of hours to be worked other than the standard forty (40) hour workweek.

Eligible employees will be credited with annual leave as it is earned. Annual leave becomes available for use at the beginning of the next pay period after which it was earned.

Leave time shall not accrue while in a non-pay status.

Supervisors and employees have a mutual obligation to plan and schedule leave. Consequently, if annual leave must be denied or previously approved leave canceled, an alternative period of time should be scheduled.

Employees may accrue and carry forward to the next calendar year 260 hours (or the equivalent for fire suppression employees) of annual leave, to be used at the discretion of the employee and the convenience of the City. In the event an employee is denied scheduled vacation by the Department Head or other designated representative for the convenience of the City, or is called back to work from a scheduled vacation, resulting in a carry-over balance in excess of the authorized maximum, the employee shall, upon request and approval of the Mayor, have such leave reinstated. Otherwise, any leave in excess of 260 hours (or equivalent for fire suppression employees) must be taken by the beginning of the first pay period in January or be forfeited.

An employee who is on scheduled annual leave and becomes sick or disabled, as supported by proper medical authority, may request such annual leave be changed to sick leave.
Upon termination of employment, employees shall receive compensation for accrued annual leave, not to exceed the maximum 260 hours (or equivalent for fire suppression employees). In

the event of an employee's death, payment for all accrued annual leave credited to the employee's leave balance at the time of death shall be made to the beneficiary or estate of the deceased employee.

10.7 SICK LEAVE (ORD. 21-871)

(D) Sick Leave Accrual

Eligible employees shall be credited with sick leave at the rate of four (4) hours per pay period. Sick leave accrued shall be prorated in the case of employees whose normal workweek is less than the standard forty (40) hour workweek or requires a greater number of hours to be worked other than the standard forty (40) hour workweek. Sick leave becomes available for use at the beginning of the next pay period after which it was earned. There shall be no maximum amount of sick leave an employee may accrue.

Leave time shall not accrue while in a non-pay status.

No employee shall be authorized to take paid sick leave without proper and sufficient accrual. If such leave credits are inadequate to cover absences for which sick leave is granted, the time lost may be charged first to any other authorized accrued leave and then as leave without pay excused.

An employee will not be charged for sick leave on any legal holiday that may be observed by the City during the term of the illness.

All other provisions of Section 10.7 (Sick Leave) shall remain unchanged.

10.8 FAMILY AND MEDICAL LEAVE (ORD. 08-776)(ORD. 10-922)(ORD. 16-266)

(G) Employment and Benefit Protection

(1) Eligible employees who have been granted family or medical leave under this policy shall be entitled, on return from such leave, to be restored by the City to the position of employment held by the employee when the leave commenced, if that position is vacant. If that position is not vacant, the employee shall be restored to an equivalent position with equivalent employment benefits, base pay, and other terms and conditions of employment in effect at the time the leave commenced.

(2) Taking family or medical leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

(3) The City shall maintain coverage under any group health plan for the duration of any approved leave at the level and under the conditions that coverage would have been provided, if the employee had continued in employment. Employees will be required to pay all premiums for group health plans during the period of absence to maintain eligibility for such benefits. Payment will be due at the same time as it would be made if

by payroll deduction. The City will provide the employee with advance written notice of the terms and condition under which these payments must be made. The City reserves the right to use future pay checks to make up any arrears.

(4) The City's obligation to maintain health insurance coverage will cease if the employee's premium payment is more than 60 days late. The City will provide written notice to the employee that the payment has not been received. Such notice shall be mailed to the employee at least 15 days before the coverage is to cease. The effective date of the cancellation of coverage, if premium payment is not deducted through payroll and is not received within 60 days, will retroactively cancel to the last paid-through date.

(5) If coverage lapses because an employee has not made required premium payments, upon the employee's return from Leave, the City will restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and the premium payments had not been missed, including family or dependent coverage.

(H) Failure to Return to Work

(1) The City may recover the premium that the City paid for maintaining coverage for the employee under a group health plan during any period of unpaid leave under this policy under the following conditions:

(a) If the employee fails to return from the leave, after the period of leave to which the employee is entitled has expired; and,

(b) The employee fails to return to work for a reason other than the following:

(i) The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under Section 10.8(B)(1)(c), Section 10.8(B)(1)(d) or Section 10.8(C); or,

(ii) Other circumstances beyond the control of the employee.

(2) The City may require that a claim that an employee is unable to return to work because of the continuation, recurrence, or onset of the serious health condition described in Section 10.8(H)(1)(b)(i) be supported by the following:

(a) A certification issued by the health care provider of the son, daughter, spouse, or parent of the employee, as appropriate, in the case of an employee unable to return to work because of a condition specified in Section 10.8(B)(1)(c);

(b) A certification issued by the health care provider of the eligible employee, in the case of a employee unable to return to work because of a condition specified in Section 10.8(B)(1)(d); or,
(c) A certification issued by the health care provider of the covered service member being cared for by the employee, in the case of an employee unable to return to work because of a condition specified in Section 10.8(C). The employee may be subject to section 10.14 Leave Without Pay Unexcused of the Personnel Policies and Procedures Manual.

All other provisions of Section 10.8 (Family And Medical Leave) shall remain unchanged.

10.14 LEAVE WITHOUT PAY UNEXCUSED

Any employee who, without good cause, fails to report to work, without the permission of his/her Department Head, Division Manager, or supervisor, shall be considered as on Leave Without Pay Unexcused and shall be subject to disciplinary action up to and including termination, and shall have all hours absent reported as Leave Without Pay Unexcused.

An employee who fails to report to work without permission of the Department Head, Division Manager, or supervisor for a period of three (3) consecutive workdays shall be considered to have abandoned the job and to have resigned without notice.

10.22 VOLUNTARY LEAVE TRANSFER PROGRAM (ORD. 06-97)(ORD. 10-922) (ORD. 11-257) (ORD. 21-871)

(A) Purpose

The purpose of the Voluntary Leave Transfer Program is to allow a regular, full-time employee of the City of Huntsville to transfer portions of his/her unused annual leave, accrued holiday leave or unused sick leave to another regular, full-time employee of the City of Huntsville, who is (or is expected to be) absent from duty, without available paid leave because of a medical emergency, for a period of time, which may be consecutive or intermittent.

(B) Definitions

Immediate Family Member: For purposes of the Voluntary Leave Transfer Program, immediate family member shall mean spouse, parent or child(ren) as defined in the City of Huntsville's Personnel Policies and Procedures Manual, Section 10.8 (A) of the Family and Medical Leave policy.

Leave Donor: The regular, full-time employee who voluntarily donates unused annual leave, accrued holiday leave or unused sick leave to a leave recipient.

Leave Recipient: The regular, full-time employee who qualifies and is approved to receive donated leave under the Voluntary Leave Transfer Program.

Medical Emergency: A medical emergency is a medical condition of either the employee or the employee's immediate family member that is expected to require the employee to be absent from full-time duty for a period of time, which may be consecutive or intermittent.

(C) Application to Become a Leave Recipient

Any regular, full-time employee of the City of Huntsville, entitled to use and accrue leave benefits, encountering a medical emergency, may make written application for such benefits by completing a "Leave Recipient Application Form." The employee must attach to the "Leave Recipient Application Form" a completed FMLA (Family and Medical Leave Act) medical certification or a completed Non-FMLA medical certification from the treating physician or healthcare provider documenting the employee's or the immediate family member's medical emergency. The applicable medical certification must include the following:

(1) Identification of the nature of the illness and/or extent of injury;

(2) Date of initial onset of this particular condition;

(3) Anticipated date eligible to return to work on a full-time or intermittent basis; and,

(4) Anticipated hours, if any, for follow-up examinations.

Any application which does not contain all required information and attachments is subject to rejection. In addition, other pertinent information and/or documents may be requested and/or required in order for a determination to be made.

The employee shall submit the Leave Recipient Application Form and the required medical certification to his/her Department Head. The Department Head will forward the submitted information to the Director of Human Resources. If such employee is not capable of making application on his/her behalf, another employee of the City of Huntsville or a member of the employee's immediate family may make application on behalf of the employee. However, before applying on behalf of another employee, every effort must be made to obtain consent from the potential leave recipient, or in situations where this is not possible, the potential recipient's guardian.

(D) Approval of Application

Application for a potential leave recipient shall be reviewed by the Department Head and a recommendation for approval or disapproval forwarded to the Director of Human Resources. The Director of Human Resources shall review the Department Head's approval or disapproval and forward recommendation to the Mayor who shall have final authority for approving the application.

The following criteria will be used to evaluate the application to become a leave recipient:

(1) Whether the potential leave recipient has been affected by a medical emergency; and,

(2) The absence from duty without available paid leave, appropriate for the situation because of the medical emergency, is (or is expected to be) for a period of time, which may be consecutive or intermittent.

In evaluating the above criteria, the authorizing officials may take into account, for purposes of approving or disapproving the application, the manner in which the employee has utilized previous leave benefits, whether or not the emergency was foreseeable, the extent to which it requires the personal attention of the potential leave recipient, and whether there are reasonable alternatives available to being absent from the job, and any other circumstances unique to the medical emergency.

The general financial status of an employee will not be considered in determining whether a "medical emergency" is likely to result in a substantial loss of income.

If the application is approved, the leave recipient will be notified. Description information will be made available to all departments for other City of Huntsville employees to consider a request for voluntary donation of leave to the account of the leave recipient.

If the application is not approved, the applicant will be notified that the application was not approved and of the reasons for its disapproval.

Approval of an employee’s application for leave pursuant to this Voluntary Leave Transfer Program does not constitute approval for leave pursuant to the Family and Medical Leave Policy or other leave programs which may have differing qualification criteria.

(E) Donation of Annual, Holiday or Sick Leave

The Department of Human Resources, upon final approval of the leave recipient’s application by the Mayor, will distribute to each department of the City a description of the leave recipient's medical emergency which potential donors may review. Such description may have identifying information removed at the request of the leave recipient.

A regular, full-time employee, desiring to donate such authorized leave, must complete and submit to the Payroll Division a "Request to Donate Leave Form" requesting that a specified number of hours of his/her unused accrued annual leave, accrued holiday or unused sick leave be transferred from the current leave accrued to the leave account of an eligible leave recipient. A leave donor may not donate more leave than available as of the date of donation.

A leave donor may not request the return of donated hours. If the leave recipient has unused leave after the medical emergency ends, it will be restored on a pro rata basis to the leave donors who are still employed by the City of Huntsville in the manner described in subsection (H).

(F) Use of Transferred Leave

All annual leave, compensatory leave, holiday leave, and sick leave) accrued by the leave recipient shall first be used and depleted before using any transferred leave.

Leave privileges shall stop when the medical emergency terminates, as outlined in subsection (G).

(G) Termination of Medical Emergency

The medical emergency affecting a leave recipient shall terminate when any of the following occur:

(1) The leave recipient's employment is terminated;

(2) It is declared by the leave recipient or the authorizing officials that the recipient is no longer substantially affected by the medical emergency; or,

(3) Application for disability retirement for the leave recipient is approved; or,

(4) The leave recipient has returned to work on a regular, full-time basis.

The leave recipient may be periodically asked by his/her supervisor or an authorizing official to provide information on the status of the medical emergency to ensure that he/she continues to satisfy applicable requirements. Failure to provide the required information, as requested, may subject the employee to Section 10.14 (Leave Without Pay Unexcused) of the City of Huntsville's Personnel Policies and Procedures manual.

When the medical emergency affecting a leave recipient terminates, based upon the criteria in subsection (G), no further requests for transfer of leave to the leave recipient may be granted, and any unused transferred leave remaining to the credit of the leave recipient shall be restored to the leave donors in the manner described in subsection (H).

(H) Restoration of Transferred Annual, Holiday or Sick Leave

Any transferred leave unused by the leave recipient when the medical emergency terminates shall be restored, to the extent administratively feasible, to leave donors still employed by the City of Huntsville.

Transferred leave will be restored only when the total number of hours of unused leave equals or exceeds the number of eligible leave donors. The leave donor may not have more leave restored than the amount he/she transferred to the leave recipient.

To determine the amount of unused transferred leave to restore to each donor, the following formula will be used:

(1) Divide the numbers of hours of unused transferred leave by the total number of hours of leave transferred to the leave recipient;

(2) Multiply the ratio obtained in paragraph (1) by the number of hours of leave transferred by each leave donor eligible for restoration; and,

(3) Round the results to the nearest whole hour.

(I) Prolonged Absence from Full-Time Work (Continuous or Intermittent)

Employees, who are approved for the Voluntary Leave Transfer Program, may also be deemed eligible in accordance with Section 10.8 (Family and Medical Leave) of the City of Huntsville's Personnel Policies and Procedures manual. In addition, employees who are unable to return to work on a full-time basis or who return to work on an intermittent basis shall be subject to other applicable provisions of the City of Huntsville's Personnel Policies and Procedures manual.

(J) Prohibition of Coercion or Promise of Benefit

The decision to donate leave must be completely voluntary. An employee may not directly or indirectly intimidate, threaten, coerce, or promise any benefit to any other employee for the purpose of interfering with any right such employee may have with respect to donating, receiving, or using leave.

ADOPTED this the _____day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0354

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. Ordinance No.

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:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

Section 1. The position of Horticulture/Forestry Supervisor, classified at a salary grade 17, is hereby renamed City Arborist, classified at a salary grade 19.

Section 2. The position of Engineering Development Manager is hereby created and classified at a salary grade 20.

Section 3. The position of Engineering Project Manager is hereby created and classified at a salary grade 20.

Section 4. The position of Senior Engineering Technician is hereby created and classified at a salary grade 16.

Section 5. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0355

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 21-867 to modify the authorized strength of the departments.

Ordinance No.

Finance Information:

Account Number: 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:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the authorized strength of the City of Huntsville, as determined by Budget Ordinance No. 21-867, adopted and approved on September 23, 2021, is hereby amended as follows:

Section 1. The staffing level is hereby increased within Engineering by four (4) Civil Engineer III positions, grade 19.

Section 2. The staffing level is hereby increased within Engineering by one (1) Engineering Development Manager position, grade 20.

Section 3. The staffing level is hereby increased within Engineering by one (1) Engineering Project Manager position, grade 20.

Section 4. The staffing level is hereby increased within Engineering by one (1) Senior Engineering Technician position, grade 16.

Section 5. The staffing level is hereby decreased within Engineering by four (4) Civil Engineer II positions, grade 18.

Section 6. The staffing level is hereby decreased within Engineering by one (1) Deputy Director of Engineering position, grade 20.

Section 7. The staffing level is hereby decreased within Engineering by one (1) Construction Superintendent position, grade 18.

Section 8. The staffing level is hereby decreased within Engineering by one (1) Real Estate Officer position, grade 18.

Section 9. The staffing level is hereby decreased within Engineering by one (1) Professional Land Surveyor position, grade 18.

Section 10. In all other respects, Ordinance No. 21-867, as amended, shall remain in full force and effect.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/28/2022 **File ID:** 2022-0356

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare certain real property as surplus and no longer need for a municipal purpose and authorizing its sale to ANA Hollywood, LLC.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare certain real property as surplus and no longer need for a municipal purpose and authorizing its sale to ANA Hollywood, LLC.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Ordinance No. 2022- _____

Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing 2.567 acres more or less, as more particularly described as follows in Exhibit "1" attached hereto (the "Subject Property"); and

WHEREAS, ANA Hollywood, LLC, an Alabama limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

WHEREAS, it is the opinion of the Mayor and the City Council of the City of Huntsville that, pursuant to §11-47-20 of the *Code of Alabama* (1975), that the Subject Property is no longer used or needed for a public purpose; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and ANA Hollywood, LLC, attached hereto as Exhibit "2" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to ANA Hollywood, LLC, in exchange for Five Hundred Fifty-Nine Thousand Twenty and No/100 Dollars ($559,020.00); and

WHEREAS, in the opinion of the Mayor and the City Council of Huntsville, Alabama, said compensation is fair and reasonable compensation for the Subject Property; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to ANA Hollywood, LLC; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser of surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the *Code of Alabama* (1975); and

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement and to execute and deliver all documents required to close said sale for and on behalf of the City; and

3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and
4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Tommy Battle, Mayor

U:\Sam\CITY\Hollywood 16 Remnant\Ordinance to Declare Surplus.docx

EXHIBIT "1"
(Legal Description of Subject Property)

A TRACT OF LAND SITUATED IN A PORTION OF THE LAND DESCRIBED IN OLD HUNTSVILLE/MADISON COUNTY AIRPORT PARK AS RECORDED IN PLAT BOOK 24, PAGE 19 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR CAPPED "SMITH ENG. CA #0122" AT THE SOUTHWEST CORNER OF LOT 2, ACCORDING TO THE PLAT OF R.C. COBB HOLLYWOOD SIXTEEN THEATRE AS RECORDED IN PLAT BOOK 30, PG 10 IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, AL; THENCE S23°19'36"E ALONG THE WEST BOUNDARY LINE OF LOT 1 OF SAID SUBDIVISION A DISTANCE OF 230.03 FEET; THENCE S66°40'45"W (LEAVING SAID BOUNDARY LINE OF LOT 1) A DISTANCE OF 135.02 FEET; THENCE N23°19'17"W A DISTANCE OF 392.80 FEET; THENCE N89°59'53"W A DISTANCE OF 102.90 FEET; THENCE N1°39'56"W A DISTANCE OF 349.64 FEET TO A 1 INCH CRIMP IRON PIPE AND BEING THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S89°10'42"E ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR; THENCE S89°24'02"E CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE 10.06 FEET TO A 5/8 INCH REBAR; THENCE S23°19'24"E CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 483.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 111,804 SQUARE FEET OR 2.567 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD AFFECTING PROPERTY.

EXHIBIT "2"
(Purchase and Sale Agreement)

[Attach copy of Purchase and Sale Agreement between the City of Huntsville and ANA Hollywood, LLC]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **ANA Hollywood, LLC**, an Alabama limited liability company, or its assigns ("ANA Hollywood" or "Purchaser") effective as of this _____ day of _____, 2022 (the "Effective Date").

WHEREAS, the City owns that certain parcel of real property, lying to the East of Highway 231/Memorial Parkway, said parcel consisting of 111,804 square feet or approximately 2.567 acres, more or less, and as further described in Exhibit "A" attached hereto and incorporated herein and as further identified in that certain drawing attached hereto and incorporated herein as Exhibit "B" (the "Land").

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), which amount is non-refundable, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Land, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (collectively, the "Property").

2. Purchase Price. The purchase price for the Property shall be $5 per square foot, or a total of Five Hundred Fifty Nine Thousand Twenty and No/100 ($559,020.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

3. Title Commitment and Survey. Purchaser shall obtain a title commitment to issue an owner's policy of title insurance (the "Title Commitment") from a title company selected by Purchaser (the "Title Company") to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property; (iii) rights of way for public roads; (iv) subdivision regulations and zoning ordinances of applicable governmental entities; and (v) such other matters, if any, as may be waived by Purchaser pursuant to Section 5 below. Notwithstanding anything to the contrary contained herein, Seller shall remove or have released, at its expense, all monetary liens affecting the Property, if any, regardless of whether Purchaser objects thereto, prior to Closing.

4. Inspection Period. Purchaser shall have up to two hundred forty (240) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, employees, representatives, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with Section 14 below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall

provide the Seller with copies of all Reports performed, and shall restore the Property to the same condition as existed prior to the Inspection Period, normal wear and tear excepted.

5. Title Review. During the Inspection Period, Purchaser may examine title and give Seller written notice of any objections to items set forth in the Title Commitment. Purchaser may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the initial Title Commitment, but Purchaser's failure to specify in its initial notice of title objections any objection appearing of record as of the effective date of such initial Title Commitment shall be deemed to be, and shall constitute a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement. Seller, at Seller's option, shall have until the date five (5) days after receipt of Purchaser's title objection notice, in which to review Purchaser's notice of title objections and, if Seller elects, in which to give Purchaser written notice of any valid objections specified therein which Seller does not intend to attempt to satisfy. If Seller fails to satisfy all of such objections to Purchaser's reasonable satisfaction prior to Closing, then Purchaser may either, (i) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions hereunder, or (ii) terminate this Agreement in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void.

6. Closing Conditions. Purchaser's obligation to close is contingent upon the following conditions being satisfied (collectively, the "Closing Conditions"):

(a) Approval by City Council. Declaration of the Property as "Surplus" by the Huntsville City Council and approval of this Agreement by the Huntsville City Council. Seller agrees to cooperate with Purchaser and shall promptly take all actions necessary or desirable in order to cause the City Council to approve this Agreement and declare the Property as Surplus prior to the end of the Inspection Period.

(b) Final Subdivision Plat. The Property shall be subdivided or re-subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Seller shall be responsible for the subdivision or re-subdivision of the Property. Purchaser agrees to cooperate with Seller and shall promptly take all actions necessary or desirable in order to complete such subdivision or re-subdivision. The Plat shall be recorded, at Purchaser's expense, on or before Closing in the Office of the Judge of Probate of Madison County, Alabama. Accordingly, once finalized and recorded, the legal description of the Property shall be deemed to be the Property as described in, and with reference made to the recorded Plat.

(c) Design Charette Process. Purchaser and Seller shall work in good faith in the design charrette process and will participate, coordinate, and cooperate with one another to create and develop mutually agreeable plans and specifications for the design and construction of Purchaser's intended development. Purchaser's design plans shall be subject to approval by the City Planning Department, which approval shall not be unreasonably withheld.

(d) Design Plans, Construction Schedule, and Other Documents. Purchaser shall have submitted all design plans, a detailed construction schedule, and any other documents required for the approval and issuance of a building permit (notwithstanding that fact that Purchaser is not the owner of the Property at the time of its submittal). The City will use commercially reasonable efforts to assist Purchaser in securing necessary building permits, as may be required.

(e) General Contractor. Purchaser shall hire a general contractor, licensed by the State of Alabama, for construction of its development, and shall provide Seller with the name of its general contractor along with a copy of the fully-executed construction contract between Purchaser and its general contractor.

In the event those Closing Conditions are not completed prior to the end of the Inspection Period, then Purchaser shall have the option to extend the Inspection Period by an additional sixty (60) days. If the Closing Conditions contained in Sections 6(a) and (b) are not satisfied prior to Closing, Purchaser may either waive such Closing Conditions and proceed to Closing, or terminate this Agreement, in which event all rights and obligations of the parties shall expire and this Agreement shall become null and void. At Closing, Purchaser may elect for Closing Conditions 6(c), (d) and (e) to become post-closing requirements, and in such event, those obligations shall survive Closing.

7. Closing. Closing shall occur upon the earlier to occur of (i) five (5) business days after written notice from Purchaser, (ii) within sixty (60) days following the satisfaction of the Closing Conditions, or (iii) at such earlier date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Maynard, Cooper & Gale, P.C., as an agent of First American Title Insurance Company or Fidelity National Title Insurance Company ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) An owner's affidavit and any other documents, certificates and agreements that the Closing Agent and/or the Title Company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) All other documents reasonably requested by the title company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

8. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

9. Closing Costs. Except as otherwise stated herein, all closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs"). Provided, Closing Costs shall not include the cost of deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

10. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this

provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

11. Default. If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Purchaser under this Agreement, then Seller shall have the right to terminate this Agreement. If the Closing is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, then Purchaser may (a) terminate this Agreement, or (b) enforce specific performance of this Agreement.

12. Option to Repurchase. In the event Purchaser fails to commence construction on the first phase of Purchaser's development of which the Property is a part, within one (1) year from the date of conveyance, then upon Purchaser's failure to commence construction within the time prescribed herein, then Seller may, at its option, within three (3) months of Purchaser's failure to commence construction on the Property, repurchase the Property for a sum equal to the Purchase Price paid by Purchaser for the Property ("Option to Repurchase"). For purposes herein, the term "commence construction" shall mean foundations and footings have been poured and completed for the first phase of Purchaser's development of which the Property is a part, and actual physical construction of a mixed use or commercial structure has begun. The parties hereto understand and agree that the Property is intended to be part of a multi-phase, approximately 12.8-acre development. Therefore, commencement of construction on any mixed use or commercial structure within any portion of the development encompassing the Property shall satisfy this requirement. The provisions of this paragraph shall survive Closing and shall be contained in the Deed.

13. 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.

14. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

15. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

16. Notice. All notices shall be in writing and may be delivered by any of the following methods: hand delivery, certified United States Mail, nationally recognized overnight delivery service (i.e., FedEx or UPS), or using electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller:	The City of Huntsville Attn: Shane Davis and Jim McGuffey 320 Fountain Circle Huntsville, AL 35801 Ph: (256) 427-5300 Email: shane.davis@huntsvilleal.gov jim.mcguffey@huntsvilleal.gov
With a copy to:	Samuel H. Givhan & Katie Beasley Wilmer & Lee, PA

100 Washington Street
Huntsville, Alabama 35801
Ph: (256)533-0202
Email: sgivhan@wilmerlee.com
kbeasley@wilmerlee.com

If to Purchaser: ANA Hollywood LLC
Attn: Dr. Rao Thotakura
1518 Petersburg Drive
Huntsville, Alabama 35802
Ph: (256) 348-1896
Email: nrthot@hotmail.com

With a copy to: Maynard Cooper & Gale, PC
Attn: Leslie Sharpe
655 Gallatin St SW
Huntsville, Alabama 35801
Ph: 256-512-0103
Email: lsharpe@maynardcooper.com

17. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the deed.

18. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

19. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

20. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

21. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein and in accordance with the terms of the Agreement.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

23. Real Estate Commissions. Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no

broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

24. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

25. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

26. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Samuel H. Givhan and Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of their representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the dates set forth above.

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

[*Purchaser's Signature Page to Purchase and Sale Agreement*]

PURCHASER:

ANA Hollywood, LLC, an Alabama limited liability company

By: _____
N. Rao Thotakura, Manager

WITNESSED:

By: _____

Date: 4/18/2022

Exhibit "A"
(Legal Description of the Property)

A TRACT OF LAND SITUATED IN A PORTION OF THE LAND DESCRIBED IN OLD HUNTSVILLE/MADISON COUNTY AIRPORT PARK AS RECORDED IN PLAT BOOK 24, PAGE 19 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" REBAR CAPPED "SMITH ENG. CA #0122" AT THE SOUTHWEST CORNER OF LOT 2, ACCORDING TO THE PLAT OF R.C. COBB HOLLYWOOD SIXTEEN THEATRE AS RECORDED IN PLAT BOOK 30, PG 10 IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, AL; THENCE S23°19'36"E ALONG THE WEST BOUNDARY LINE OF LOT 1 OF SAID SUBDIVISION A DISTANCE OF 230.03 FEET; THENCE S66°40'45"W (LEAVING SAID BOUNDARY LINE OF LOT 1) A DISTANCE OF 135.02 FEET; THENCE N23°19'17"W A DISTANCE OF 392.80 FEET; THENCE N89°59'53"W A DISTANCE OF 102.90 FEET; THENCE N1°39'56"W A DISTANCE OF 349.64 FEET TO A 1 INCH CRIMP IRON PIPE AND BEING THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S89°10'42"E ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR; THENCE S89°24'02"E CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE 10.06 FEET TO A 5/8 INCH REBAR; THENCE S23°19'24"E CONTINUING ALONG THE BOUNDARY LINE OF SAID LOT 2 A DISTANCE OF 483.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 111,804 SQUARE FEET OR 2.567 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD AFFECTING PROPERTY.

Exhibit "B"
(Drawing of the Property)

