

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



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

CITY COUNCIL CHAMBERS

5:30 PM

Thursday, February 8, 2024

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Moment of Silence

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Jennie Robinson

3. APPROVAL OF THE AGENDA

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

- a. [2024-1125](#) Minutes of Regular Meeting of the City Council held January 25, 2024. (Minutes Received)

Sponsors: City Clerk

- b. [2024-1151](#) Minutes of Special Session Meeting of the City Council held January 25, 2024. (Minutes Received)

Sponsors: City Clerk

5. MAYOR: SPECIAL RECOGNITIONS

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

10. PUBLIC HEARINGS TO BE SET

- a. [2024-1126](#) Resolution to set a public hearing on the zoning of 3.66 acres of land lying on the west side of US 431 S Hwy and south of Miller Lane to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set March 28, 2024, Regular Council Meeting)
Resolution No. 24-57
Ordinance No. 24-58
- Sponsors:** Planning
- Attachments:** [Woodling Zoning](#)

11. AGENDA RELATED PUBLIC COMMENTS

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

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

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember John Meredith

Councilmember Devyn Keith

Councilmember David Little

14. FINANCE COMMITTEE REPORT

- a. [2024-1127](#) Resolution authorizing expenditures for payment.
Resolution No. 24-59
- Sponsors:** Finance Committee
- Attachments:** [Expenditures - Complete](#)

15. BOARD APPOINTMENTS TO BE VOTED ON**16. BOARD APPOINTMENT NOMINATIONS****17. HUNTSVILLE UTILITIES ITEMS**

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS**Vacation of Easements**

- a. [2024-1128](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, East of Holladay Road, Inverness Springs Phase 2 Subdivision.
Ordinance No. 24-60
Sponsors: Legal
Attachments: [Elite Properties eas ord Complete.pdf](#)
- b. [2024-1129](#) Ordinance authorizing the vacation of Utility and Drainage Easements, 1658 Zierdt Road, Cambridge Subdivision Phase 4.
Ordinance No. 24-61
Sponsors: Legal
Attachments: [Titanite eas ord Complete.pdf](#)
- c. [2024-1130](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Thornton Acres, 2702 Day Road.
Ordinance No. 24-62
Sponsors: Legal
Attachments: [McCurry eas ord Complete.pdf](#)

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

- a. [2024-1124](#) Ordinance authorizing the Mayor to establish the Huntsville Sustainability Commission. (Introduced January 25, 2024, Regular Council Meeting)
Ordinance No. 24-63
Sponsors: Meredith
Attachments: [HSV Sustainability - Complete](#)
- b. [2024-1120](#) Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced January 25, 2024, Regular Council Meeting)
Ordinance No. 24-55
Sponsors: Human Resources
Attachments: [Complete Amend Classification package Jan 2024.pdf](#)

- c. [2024-1121](#) Ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the departments. (Introduced January 25, 2024, Regular Council Meeting)
Ordinance No. 24-56

Sponsors: Human Resources

Attachments: [Complete Budget package Jan 2024.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. [2024-1131](#) Resolution authorizing travel expenses.
Resolution No. 24-64

Sponsors: Finance

Attachments: [Travel Resolution Complete](#)

- b. [2024-1132](#) 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. 24-65

Sponsors: Finance

Attachments: [Resolution Procurement Summary](#)

- c. [2024-1133](#) Resolution authorizing the acceptance of donations.
Resolution No. 24-66

Sponsors: Finance

Attachments: [Donations Complete](#)

- d. [2024-1134](#) Ordinance amending Budget Ordinance No. 23-762, by changing appropriated funding for various departments and funds.
Ordinance No. 24-67

Sponsors: Finance

Attachments: [Budget Amendment Complete](#)

- e. [2024-1135](#) Ordinance approving transfer of funds from City Council department to Administration/Diversity, Equity & Inclusion.
Ordinance No. 24-68

Sponsors: City Council

Attachments: [Transfer of Funds - Complete](#)

- f. [2024-1136](#) Ordinance approving appropriations, goods, or services for District 5 Council Improvement Funds.
Ordinance No. 24-69
Sponsors: City Council
Attachments: [District 5 Council Improvement Complete](#)
- g. [2024-1137](#) Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville, Alabama and the Huntsville-Madison County Airport Authority.
Resolution No. 24-70
Sponsors: Urban Development
Attachments: [Airport Authority MOU Complete.pdf](#)
- h. [2024-1138](#) Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Pettus Plumbing & Piping, Inc., for the Art Museum HVAC Renovation.
Resolution No. 24-71
Sponsors: General Services
Attachments: [Complete- Pettus - Hsv Art Museum Reno.pdf](#)
- i. [2024-1139](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training.
Resolution No. 24-72
Sponsors: Water Pollution
Attachments: [Water Girl Coll Sys Op Course-COMplete](#)
- j. [2024-1140](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Water Girl Consulting, LLC for the Huntsville Water Pollution Control Wastewater Treatment Plant Operator Preparatory Course.
Resolution No. 24-73
Sponsors: Water Pollution
Attachments: [Water Girl WWTP Operator Course-COMplete](#)
- k. [2024-1141](#) Resolution to appoint Steven Simpson to the Research Park Board, Place 5, to complete the unexpired portion of the seven (7) year term, set to expire on July 23, 2029.
Resolution No. 24-74
Sponsors: Administration
Attachments: [Research Park Board Complete](#)
-

- l. [2024-1142](#) Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and RP Media, Inc., for Digital Billboard Services for increased services.
Resolution No. 24-75
Sponsors: Administration
Attachments: [RP Media Complete](#)
- m. [2024-1111](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, The Huntsville Housing Authority and McCormack Baron Salazar, for the support of the Mill Creek Choice Neighborhood Initiative Implementation Grant Application.
Resolution No. 24-76
Sponsors: Planning
Attachments: [MOU Choice Neighborhoods COMPLETE.pdf](#)
- n. [2024-1143](#) Ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the department.
Ordinance No. 24-77
Sponsors: Human Resources
Attachments: [Budget Ord No. 23-762 COMPLETE](#)
- o. [2024-1144](#) Resolution to adjust the salaries of employees in certain positions in assigned department.
Resolution No. 24-78
Sponsors: Human Resources
Attachments: [Certain Dept. Positions COMPLETE](#)
- p. [2024-1145](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Peace Communications Huntsville, LLC for Operation and Maintenance of Existing Public WiFi.
Resolution No. 24-79
Sponsors: ITS
Attachments: [Peace Communications Complete](#)
- q. [2024-1146](#) Resolution authorizing the Mayor to enter into a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).
Resolution No. 24-80
Sponsors: Landscape Management
Attachments: [2024 APHIS Full Packet.pdf](#)

- r. [2024-1147](#) Resolution authorizing the City Attorney to settle the lawsuit of Jasmen Q. Peacock, et al. v. City of Huntsville, et al., Case No. 47-DV-2024-900142.00 in the District Court for Madison County, Alabama.
Resolution No. 24-81
Sponsors: Legal
Attachments: [Peacock Complete](#)
- s. [2024-1148](#) Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Epic-Live-Events, LLC for the Jazz, Blues, and BBQ Father's Day Festival.
Resolution No. 24-82
Sponsors: Parks & Recreation
Attachments: [Epic Live Events Complete](#)
- t. [2024-1149](#) Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Lisa Mason.
Resolution No. 24-83
Sponsors: Police
Attachments: [Complete File- 2024](#)
21. **NEW BUSINESS ITEMS FOR INTRODUCTION**
- a. [2024-1150](#) Ordinance naming the disc golf course at Brahan Spring Park as The Tom Monroe Disc Golf Course at Brahan Spring.
Ordinance No. 24-84
Sponsors: Kling
Attachments: [Tom Monroe 2024 Complete](#)

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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Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1125

Department: City Clerk

Subject:

Type of Action: Approval/Action

Minutes of Regular Meeting of the City Council held January 25, 2024. (Minutes Received)

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1151

Department: City Clerk

Subject:

Type of Action: Approval/Action

Minutes of Special Session Meeting of the City Council held January 25, 2024. (Minutes Received)

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1126

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 3.66 acres of land lying on the west side of US 431 S Hwy and south of Miller Lane to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set March 28, 2024 Regular Council Meeting)

Resolution No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: February 28 and March 6, 2024; Ordinance: April 3, 2024

Finance Information:

Account Number: n/a

City Cost Amount: \$ 0

Total Cost: \$ 0

Special Circumstances:

Grant Funded: \$ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: US 431 S Hwy, Brownsboro, AL 35741

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

Additional Comments: Recommended by Planning Commission



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3844

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution to set a public hearing on the zoning of 3.66 acres of land lying on the west side of US 431 S Hwy and south of Miller Lane to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set March 28, 2024 Regular Council Meeting)

Resolution No.

Ordinance No.

Does this item need to be published? Yes

If yes, please list preferred date(s) of publication: Resolution: February 28 and March 6, 2024; Ordinance: April 3, 2024

Finance Information:

Account Number: n/a

City Cost Amount: \$ 0

Total Cost: \$ 0

Special Circumstances:

Grant Funded: \$ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: US 431 S Hwy, Brownsboro, AL 35741

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

Additional Comments: Recommended by Planning Commission

RESOLUTION NO. 24-

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

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

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

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

- (1) The zoning of 3.66 acres of land lying on the west side of US 431 S Hwy and south of Miller Lane to Highway Business C-4 District.
- (2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the *Speakin' Out News* on the 28th day of February, 2024, and the second publication shall be one week thereafter on the 6th day of March, 2024, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 28th day of March, 2024, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 24-_____, which was introduced by the City Council of the City of Huntsville on the 8th day of February, 2024, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 24-

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

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

1. That the following area, land lying on the west side of US 431 S Hwy and south of Miller Lane, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 23, Township 04 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southeast Corner of said Section 23; thence North 46 Degrees 05 Minutes 27 Seconds West 2517.78 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, North 23 Degrees 45 Minutes 02 Seconds West 417.76 feet to a point; thence South 80 Degrees 36 Minutes 46 Seconds West 407.55 feet to a point; thence South 13 Degrees 19 Minutes 24 Seconds East 319.32 feet to a point; thence South 89 Degrees 24 Minutes 06 Seconds East 496.79 feet back to the Point of True Beginning and containing 3.66 acres, more or less.

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

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

ADOPTED this the _____ day of _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

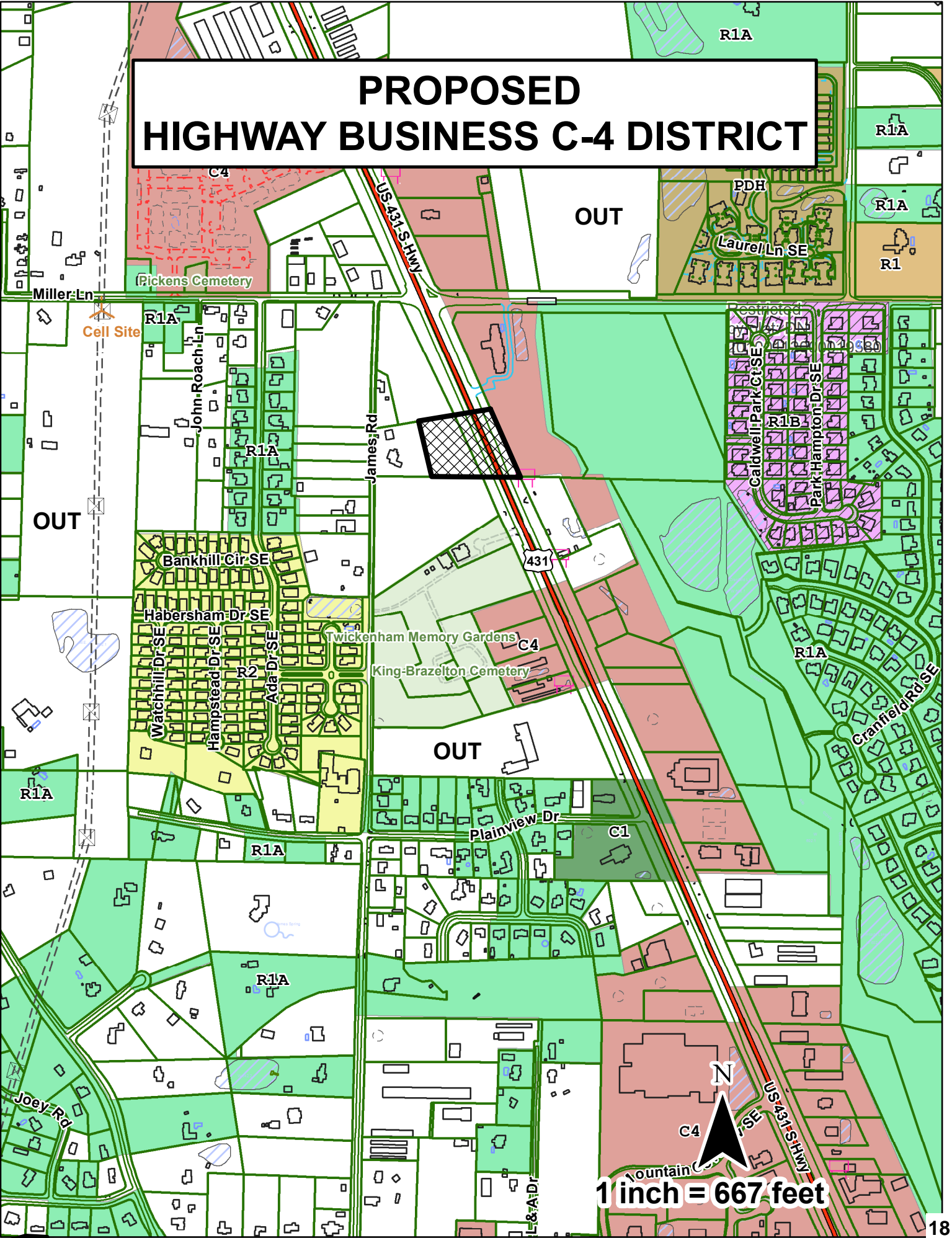
ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville, Alabama

PROPOSED HIGHWAY BUSINESS C-4 DISTRICT



1 inch = 667 feet



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1127

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 21,435,430.86

Total Cost: \$ 21,435,430.86

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: \$21,435,430.86



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3839

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 21,435,430.86

Total Cost: \$ 21,435,430.86

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: \$21,435,430.86

RESOLUTION NO. 24 - _____

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

\$21,435,430.86

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 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama

Finance Committee Chairman

FROM 01/17/24 through 01/30/24

CITY COUNCIL MEETING

02/08/24

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	\$	9,429,725.08
1005	HEALTH & LIFE BENEFITS	\$	159,025.55
1010	GENERAL RESTRICTED DONATIONS	\$	514.00
2000	PUBLIC TRANSIT	\$	250,626.85
2001	PUBLIC TRANSIT STATION GRANT	\$	782,914.81
2100	COMMUNITY DEV BLOCK GRANT	\$	140,710.66
2101	COMMUNITY DEV COVID	\$	65,680.36
2200	COMMUNITY DEV HOUSING	\$	28,078.20
2201	COMMUNITY DEV ARP	\$	-
2300	OTHER GRANTS	\$	425,000.40
2500	OTHER GRANTS	\$	151,131.01
2600	OPOID SETTLEMENT	\$	-
3000	6.5 MILL DEBT PROPERTY TAX	\$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	\$	-
3020	1990 CAPITAL IMPROVEMENTS	\$	623,826.32
3030	1990 SCHOOL SUPPORT	\$	3,047,916.67
3040	LODGING & LIQUOR TAXES	\$	-
3050	1% LODGING TAX 2003	\$	-
3060	1% LODGING TAX 2013	\$	316,200.00
3080	2014 CAPITAL IMPROVEMENTS	\$	588,153.33
3202	TIF 2	\$	-
3203	TIF 3A	\$	-
3204	TIF 4	\$	-
3205	TIF 5	\$	881,484.00
3206	TIF 6	\$	-
3207	TIF 7	\$	-
3300	4 & 5 CENT STATE GASOLINE TAX	\$	-
3310	7 CENT STATE GASOLINE TAX	\$	363,907.90
3400	FEDERAL COURT ASSET FORFEITURE	\$	-
3420	CIRCUIT COURT ASSET FORFEITURE	\$	-

3430	STAC SEIZURE-CIR COURT	\$	332.93
3435	STAC SEIZURE-FED COURT	\$	-
3510	COURT VICTIM RESTITUTION	\$	-
3520	COURT \$2 REVENUE	\$	-
3560	CEMETERY PERPETUAL CARE	\$	-
3700	CUMMINGS RESEARCH PARK	\$	-
3900	EMERGENCY MANAGEMENT AGENCY	\$	27,113.77
3910	ALABAMA CONSTITUTION VILLAGE	\$	64,125.17
3930	BURRITT MEMORIAL COMMITTEE	\$	50,836.23
3950	PBA - DEBT SERVICE	\$	-
4010	2020E TIF WARRANTS	\$	-
4011	PBA AMPHITHEATER	\$	183,403.80
4012	JHP DRAINAGE PROJECT BORROW	\$	-
4013	2023A PARKS & REC BORROW	\$	138,060.75
4014	VBC - CAPITAL PROJECTS	\$	-
4015	PBA - NEW CITY HALL	\$	44,747.01
4016	2022 VBC DEBT BORROW	\$	-
4017	2023 FUTURE PROJECT BORROW	\$	-
4018	2023B APOLLO BORROW	\$	1,299.05
4019	2023D SCHOOL BORROW	\$	2,898.34
5000	DEBT SERVICE	\$	-
6000	WATER POLLUTION CONTROL	\$	790,230.57
6010	WPC CMOM RESERVE	\$	9,702.61
6020	WPC R&R RESERVE	\$	41,717.72
6030	WPC ECONOMIC DEVELOPMENT	\$	46,860.80
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	605,653.55
6050	2023C WPC SEWER BORROW	\$	1,483,941.73
6200	SANITATION	\$	474,738.72
6500	PBA - AMPHITHEATER	\$	-
7000	POST-RETIREMENT BENEFITS TRUST	\$	214,872.97
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	-
	TOTAL	\$	21,435,430.86

Vendor Expense Report

01/17/2024 through 01/30/2024

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	535 GROUP LLC	1000-19-00000-515370-00000000-	2024-01	POP THUR 01/13/24 CONSULTING SERVICES	92911	1/30/2024	9,000.00
	A-1 GLASS & AUTO LLC	Total Paid by Vendor					9,000.00
		1000-15-15100-513030-00000000-	1005378	COM TX 01/08/24/1005378	92772	1/23/2024	130.00
		1000-15-15100-513030-00000000-	1005378	COM TX 01/08/24/1005378	92772	1/23/2024	150.00
		1000-15-15100-513030-00000000-	1005467	COM TX 01/08/24/1005467	92772	1/23/2024	75.00
		1000-15-15100-513030-00000000-	1005467	COM TX 01/08/24/1005467	92772	1/23/2024	150.00
		1000-15-15100-513030-00000000-	3514	COM TX 01/11/24/3514	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	3514	COM TX 01/11/24/3514	92912	1/30/2024	100.00
		1000-15-15100-513030-00000000-	1005235	COM TX 01/11/24/1005235	92912	1/30/2024	205.00
		1000-15-15100-513030-00000000-	1005235	COM TX 01/11/24/1005235	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005330	COM TX 01/11/24/1005330	92912	1/30/2024	185.00
		1000-15-15100-513030-00000000-	1005330	COM TX 01/11/24/1005330	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005330	COM TX 01/11/24/1005330	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005465	COM TX 01/11/24/1005465	92912	1/30/2024	565.13
		1000-15-15100-513030-00000000-	1005465	COM TX 01/11/24/1005465	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005466	COM TX 01/11/24/1005466	92912	1/30/2024	95.00
		1000-15-15100-513030-00000000-	1005466	COM TX 01/11/24/1005466	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005476	COM TX 01/11/24/1005476	92912	1/30/2024	185.00
		1000-15-15100-513030-00000000-	1005476	COM TX 01/11/24/1005476	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005476	COM TX 01/11/24/1005476	92912	1/30/2024	150.00
		1000-15-15100-513030-00000000-	1005489-010224	COM TX 01/11/24/1005489	92912	1/30/2024	715.13
		Total Paid by Vendor					3,755.26
	ACQUISITION ASSOCIATES INC	1000-50-00000-515340-00000000-	COHUNT1424	ANIMAL MICROCHIPS - BLANKET	92771	1/23/2024	11,160.00
	ACILITY SPECIALTY PRODUCTS, INC.	1000-42-200-515130-00000000-	9009289941	QUOTE, 10720145, HAND SOAP	92773	1/23/2024	852.04
	AFLAC	1000-00-00000-210290-00000000-	U1199/557029	DEC 2023 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90002630	1/30/2024	3,863.73
		1000-00-00000-210300-00000000-	U1199/557029	DEC 2023 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90002630	1/30/2024	2,773.98
	ALABAMA BIG TEN MAYORS ASSOCIATION	1000-18-00000-515372-00000000-	DC COMM/RET 110623	POP DUES, MEMBERSHIP, LEGAL, MARKETING FEES	92917	1/30/2024	6,637.71
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-60-00000-210180-00000000-	338722	Payroll Run 1 - Warrant 240121	92893	1/25/2024	55,646.54
	ALABAMA DEPARTMENT OF AGRICULTURE	1000-52-5100-515340-00000000-	PERMIT # 2004954	PESTICIDE APPLICATION - LANDSCAPE	92775	1/23/2024	45.00
		1000-52-5100-515340-00000000-	PERMIT # 2000785	PESTICIDE LICENSE - KATHLEEN THERIAULT	92915	1/30/2024	45.00
	ALABAMA DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMS	1000-42-42100-515340-00000000-	EMS LIC #72170130314	EMS LICENSE FEES FOR 2 CADETS @ \$40.00 EACH	92918	1/30/2024	90.00
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	338724	Payroll Run 1 - Warrant 240121	92894	1/25/2024	80.00
		1000-14-14100-515700-00000000-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	1,463.37
		1000-53-00000-515700-PK1065XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	9,474.72
		1000-53-53200-515700-PK1010XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	11.17
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	0.39
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	4.50
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	0.94
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	63.16
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	64.03
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	5.25
		1000-53-53200-515700-PK1064XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	70.83
		1000-53-53200-515700-PK1066XX-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	4.09
		1000-70-70200-515700-00000000-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	3.66
		1000-70-70200-515700-00000000-	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	3.72
		Total Paid by Vendor					11,169.83
	ALABAMA FIRE COLLEGE AND PERSONNEL	1000-42-42100-515340-00000000-	94991	PUMPING/AERIAL BOOKS	92776	1/23/2024	455.00
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	340536	2024 BLANKET PO FLAGS AND REPAIRS	90002632	1/30/2024	455.00
	ALABAMA LAW ENFORCEMENT AGENCY	1000-17-17100-515250-00000000-	ALEN4000338	POP 10/01/23-12/31/23 NCIS ACCESS QR BILLING PD	92778	1/23/2024	187.50
							1,285.00

ALABAMA LEAGUE OF MUNICIPALITIES	1000-18-00000-515340-00000000-	J. WATSON 0124	POP 01/01/21-12/31/24- ANNUAL DUES ALL ATTORNEYS	92844	1/23/2024	12,285.00
ALBERTVILLE MULCH COMPANY LLC	1000-52-52600-513010-00000000-	11269	2" PINE BARK MULCH - NORTH	90002568	1/19/2024	75.00
ALL SHARPE INC	1000-15-15100-513030-00000000-	50527	COM TX 010824/50527	92779	1/23/2024	80.00
	1000-15-15100-513030-00000000-	50535	COM TX 010824/50535	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	50536	COM TX 010824/50536	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	50537	COM TX 010824/50537	92779	1/23/2024	40.00
	1000-15-15100-513030-00000000-	50539	COM TX 010824/50539	92779	1/23/2024	300.00
	1000-15-15100-513030-00000000-	50541	COM TX 010824/50541	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	50543	COM TX 010824/50543	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	50544	COM TX 010824/50544	92779	1/23/2024	80.00
	1000-15-15100-513030-00000000-	51526	COM TX 010824/51526	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	51534	COM TX 010824/51534	92779	1/23/2024	120.00
	1000-15-15100-513030-00000000-	51538	COM TX 010824/51538	92779	1/23/2024	300.00
	1000-15-15100-513030-00000000-	51542	COM TX 010824/51542	92779	1/23/2024	120.00
ALLGAS INC	1000-55-55400-514010-00000000-	3780271	POP 01/03/24 MAINTENANCE PROPANE BLANKET	92780	1/23/2024	1,640.00
ALLIED PHOTOCOPY INC	1000-19-00000-515400-00000000-	1174407	POP THRU 02/29/24 ALLIED PHOTOCOPY	92919	1/30/2024	60.46
	1000-50-00000-515340-00000000-	1174395	ANIMAL LICENSE RENEWAL LETTERS - BLANKET	92919	1/30/2024	174.50
	1000-50-00000-515340-00000000-					265.10
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M011646010 1/7/24	PPE 1/7/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	92781	1/23/2024	439.60
	1000-00-00000-210290-00000000-	M011646010 1/7/24	PPE 1/7/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	92781	1/23/2024	10,980.74
	1000-00-00000-210290-00000000-	M011646010 1/21/24	PPE 1/21/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	92920	1/30/2024	8,331.88
	1000-00-00000-210290-00000000-	M011646010 1/21/24	PPE 1/21/24 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	92920	1/30/2024	10,819.76
	1000-00-00000-210290-00000000-					8,185.42
AMANDA ELLIOTT	1000-41-41305-515340-00000000-	907	RECRUITMENT GRAPHICS - BLANKET PO	92921	1/30/2024	38,317.80
AMAZON CAPITAL SERVICES INC	1000-30-30200-515520-00000000-	1X07-FMNV-6TJH	2411 9TH AVE SW, RALPH B. 256-564-8026	90002569	1/19/2024	175.00
	1000-42-42100-515340-00000000-	1D1L-JGVP-RGQD	J. FAIN,2219 HALL AVE. 35805,2566504722	90002569	1/19/2024	89.97
	1000-50-00000-515340-00000000-	1HNJ-RNDH-FYMQ	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90002569	1/19/2024	1,781.60
	1000-42-42100-515340-00000000-	1XVJ-RNDH-FYMQ	J. FAIN, 2219 HALL AVE, 2566504722	90002569	1/19/2024	208.20
	1000-74-74200-515340-00000000-	1XVJ-RNDH-FYMQ	J. FAIN, 2219 HALL AVE, 2566504722	90002569	1/19/2024	15.80
	1000-42-42100-515340-00000000-	1Y6G-XCMX-M4T3	200 WEST SIDE SQ STE 700YE/FERNOW/2564275192	90002569	1/19/2024	93.48
	1000-16-16100-515340-00000000-	1NH3-RD4V-6QXV	TOOL HOLDERS HAZMAT 15	90002569	1/19/2024	17.95
	1000-14-14300-513010-00000000-	1HRL-WX4D-GXWV	308 FOUNTAIN CIRCLE/D THOMPSON/256-427-5241	90002569	1/19/2024	127.73
	1000-42-42100-515340-00000000-	1NW0-7NRP-9N1I	ETHERNET SWITCH FOR GENERAL SERVICES CONTROLS	90002569	1/19/2024	144.91
	1000-52-52900-515340-00000000-	17XC-VRRP-4N3	TP HOLDER,JFAIN,2219 HALL, 35805, 2566504722	90002569	1/19/2024	109.99
	1000-41-41100-515340-00000000-	19YT-R4X1-NYRR	R. KILLINGSWORTH/704 FIBER ST/256-427-7130	90002569	1/19/2024	36.79
	1000-42-42100-515340-00000000-	1TR3-LLIF-MLF9	KITCHEN SUPPLIES AND CALENDAR (STUCKEY)	90002602	1/23/2024	48.18
	1000-17-17400-520300-00000000-	17P1-43YT-7NXX	GNRTS FOR SECURITY FEED	90002633	1/30/2024	31.11
	1000-30-30200-515310-00000000-	16GX-YLGD-W49W	2411 9TH AVE SW, REVIN READY, 256-564-8026	90002633	1/30/2024	162.15
	1000-55-55300-515340-00000000-	1K4C-Q4RN-F9JH	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90002633	1/30/2024	23.61
	1000-50-00000-515340-00000000-	16PR-TPPV-WL6P	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90002633	1/30/2024	91.80
	1000-41-41110-515340-00000000-	193D-DMQ6-6KX3	B. WARNER/704 FIBER ST/427-7130	90002633	1/30/2024	77.80
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22654730	POP 01/04/24 AMERICAN RED CROSS TRAINING FOR DEPT	93012	1/30/2024	272.26
AMERICAN WELDING & GAS INC	1000-14-14300-513010-00000000-	09817259	POP 01/03/24 CYLINDER GASES TANK RENTAL	92782	1/23/2024	358.80
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	11040112024	POP 12/14/23-01/10/24 AFTER HOURS- ANSWERING SVCS	92783	1/23/2024	5,464.96
APOLLO ANIMAL HOSPITAL PC	1000-50-00000-515163-00000000-	283991	POP 12/04/23-12/12/23 INCOME SPAY/NEUTER/RABIES	92784	1/23/2024	92.00
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	81T66923	POP THRU 11/25/23-TREE REMOVAL/TREE PRUNING SVC	92786	1/23/2024	230.00

BUDDYS - SMALL ENGINES INC	1000-52-52300-515340-00000000-	160078	VARIOUS ITEMS - LANDSCAPE (BLANKET)	92795	1/23/2024	64.68
	1000-52-52200-515340-00000000-	160214	PRUNING SAWS (SE)	92932	1/30/2024	545.94
	1000-52-52200-515340-00000000-	160216	BACKPACK BLOWER (SE)	92932	1/30/2024	259.99
	1000-52-52600-515340-00000000-	160219	SUPPLIES FOR NORTH MAIN (WILBOURN)	92932	1/30/2024	1,155.92
	Total Paid by Vendor					2,026.53
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71227766	2024 BLANKET SARGEANT & KESCO KEYS & MISC.	92796	1/23/2024	282.20
	1000-14-14300-513010-00000000-	71227769	2024 BLANKET SARGEANT & KESCO KEYS & MISC.	92796	1/23/2024	584.91
	1000-14-14300-513010-00000000-	71227801	2024 BLANKET SARGEANT & KESCO KEYS & MISC.	92796	1/23/2024	419.28
	Total Paid by Vendor					1,286.39
CABINETS TO GO LLC	1000-42-42100-515340-00000000-	S091691103	CABINETS FOR SUPPLY WAREHOUSE	92935	1/30/2024	30.00
	1000-42-42100-515340-00000000-	S091689315	CABINETS FOR SUPPLY WAREHOUSE	92935	1/30/2024	1,465.77
	Total Paid by Vendor					1,495.77
CAMPBELL PET CO	1000-50-00000-515340-00000000-	0412859-IN	LEASHES/COLLARS/CAT BOXES - BLANKET	92798	1/23/2024	270.57
CAPITAL EDGE STRATEGIES LLC	1000-10-10200-515370-00000000-	2362	POP 10/01/23-09/30/24 CONSULTING SERVICES	92936	1/30/2024	5,683.33
	Total Paid by Vendor					270.57
CDW GOVERNMENT INC	1000-17-17300-520200-00000000-	NW01531	PUNCHOUT - SECUREFIRM FLASHDRIVE	92799	1/23/2024	305.94
	1000-17-17400-520200-00000000-	NW03796	PUNCHOUT - MONITORS FOR PL	92799	1/23/2024	649.32
	1000-17-17200-520300-00000000-	NW58622	ADOBE FOR FD	92799	1/23/2024	661.58
	1000-17-17200-520300-00000000-	NW04673	ADOBE - TE	92799	1/23/2024	330.79
	1000-17-17200-520300-00000000-	NZ69437	PUNCHOUT ADOBE STANDARD 2020 - EN	92799	1/23/2024	330.79
	1000-17-17400-520200-00000000-	PH41150	PUNCHOUT 27" MONITORS - EN	92937	1/30/2024	324.66
	Total Paid by Vendor					2,603.08
CELCO PARTNERSHIP	1000-17-17100-515070-00000000-	9953955048	POP 12/11/23-1/10/24 VERIZON SERVICES COH BY ITS	93064	1/30/2024	845.01
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	4892123630124	POP 01/21/24-02/20/24 CENTURYLINK POTS LINE SVCS	92938	1/30/2024	42.13
	Total Paid by Vendor					42.13
CHARLES ROBERT CLARK	1000-10-10200-515370-00000000-	318	POP THRU 01/31/24 WEBSITE MAINTENANCE SERVICES	92939	1/30/2024	2,500.00
CHRISTOPHER L BURRELL	1000-19-00000-515190-00000000-	SET CL# FY21-027/042	SETTLEMENT OF CL#FY21-027 AND FY21-042	92933	1/30/2024	9,000.00
	Total Paid by Vendor					9,000.00
CINTAS	1000-52-52100-515790-00000000-	9253760055	FIRST AID & EYE STATION SERVICE - ADMIN (BLANKET)	92800	1/23/2024	198.00
	1000-52-52100-515790-00000000-	9253758249	FIRST AID & EYE STATION SERVICE - ADMIN (BLANKET)	92800	1/23/2024	99.00
	1000-52-52100-515790-00000000-	9253759480	FIRST AID & EYE STATION SERVICE - ADMIN (BLANKET)	92800	1/23/2024	99.00
	1000-15-15100-515340-00000000-	4180239123	4203 E. SCHIRMISHER LN (BLANKET PO)	92801	1/23/2024	251.77
	1000-15-15100-515340-00000000-	4180073946	3242 LEE MAN FERRY RD SW (BLANKET)	92940	1/30/2024	34.12
	1000-15-15100-515340-00000000-	4180768450	3242 LEE MAN FERRY RD SW (BLANKET)	92940	1/30/2024	34.12
	1000-15-15100-515340-00000000-	4180887674	4203 E. SCHIRMISHER LN (BLANKET PO)	92940	1/30/2024	251.77
	Total Paid by Vendor					967.78
CIOX HEALTH LLC	1000-18-00000-515340-00000000-	0445843747	BLANKET - MEDICAL RECORDS	92941	1/30/2024	79.10
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	338726	Payroll Run 1 - Warrant 240121	92896	1/25/2024	1,045.00
COMCAST OF ALABAMA INC	1000-17-17100-515250-00000000-	83969000105531010124	POP 01/14/24-02/14/24 COMCAST CABLE SERVICES COH	92803	1/23/2024	12.63
	1000-17-17100-515250-00000000-	83969000116000340124	POP 01/19/24-02/18/24 COMCAST CABLE SERVICES COH	92803	1/23/2024	10.54
	1000-17-17100-515250-00000000-	83969000116000260124	POP 01/19/24-02/18/24 COMCAST CABLE SERVICES COH	92803	1/23/2024	10.54
	1000-17-17100-515250-00000000-	8396900010028730124	POP 01/16/24-02/15/24 COMCAST CABLE SERVICES COH	92803	1/23/2024	21.05
	1000-17-17100-515250-00000000-	83969000101795131223	POP 01/10/24-02/09/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	105.40
	1000-17-17100-515250-00000000-	83969000120079400124	POP 01/21/24-02/20/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	21.09
	1000-17-17100-515250-00000000-	83969000115978000124	POP 01/30/24-02/29/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	31.68
	1000-17-17100-515250-00000000-	83969000115986910124	POP 01/30/24-02/29/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	132.72
	1000-17-17100-515250-00000000-	83969000116022380124	POP 02/05/24-03/04/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	63.24
	1000-17-17100-515250-00000000-	83969000115986830124	POP 02/02/24-03/01/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	179.89
	1000-17-17100-515250-00000000-	83969000116349480124	POP 02/03/24-03/02/24 COMCAST CABLE SERVICES COH	92945	1/30/2024	105.40
	Total Paid by Vendor					599.32
COMMERCIAL FLOORING SERVICES	1000-55-55100-513010-00000000-	L-7404	FLOORING FOR TRAINING TRAILER	90002574	1/19/2024	3,171.00
	1000-14-14300-513010-00000000-	L-7438	POP 01/24/24 FLOORING REPAIRS	90002643	1/30/2024	400.00
	Total Paid by Vendor					3,571.00
CORVEL CORPORATION	1000-19-00000-502150-00000000-	011224-HUNT	POP 12/20/23-01/11/24 SUP ESCROW LG WC MED BILLS	90002575	1/19/2024	54,882.72
	1000-19-00000-502150-00000000-	011224-HUNT-B	SUP ESCROW FOR LARGE WC MEDICAL BILLS (BLANKET)	90002607	1/23/2024	37,750.40
	1000-19-00000-502150-00000000-	012624-HUNT	SUP ESCROW FOR LARGE WC MEDICAL BILLS (BLANKET)	90002645	1/30/2024	26,848.40
	Total Paid by Vendor					119,481.52

COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RS4031182 9	POP 12/24/23-01/21/24 4N-1 BUCKET FOR TL12	92949	1/30/2024	750.00
	1000-55-55300-513050-00000000-	RS4030559 9	POP 12/24/23-01/21/24 HEAVY EQUIPMENT PWS CONSTR	92949	1/30/2024	3,050.00
	1000-15-15100-513030-00000000-	SW066545-1	COM TX 01/25/24/SW066545-1	92949	1/30/2024	10,574.54
	1000-15-15100-513030-00000000-	SW066545-1	COM TX 01/25/24/SW066545-1	92949	1/30/2024	2,976.00
	1000-15-15100-513030-00000000-	SW066545-1	COM TX 01/25/24/SW066545-1	92949	1/30/2024	271.35
	Total Paid by Vendor					17,621.89
CREATIVE PARKING CONCEPTS LLC	1000-53-53100-520500-00000000-	5055	SOLE SOURCE REPAIRS ON PAY STATION	92806	1/23/2024	5,456.70
DANA SAFETY SUPPLY	1000-41-41100-515340-00000000-	888278	FLAGLIGHT KITS FOR STOCK	90002609	1/23/2024	6,156.97
DANIEL COLE	1000-14-14300-513010-00000000-	13522	POP 12/18/23- ICEMAKER REPAIRS	92802	1/23/2024	142.04
	1000-14-14300-513010-00000000-	13523	POP 12/19/23 ICEMAKER REPAIRS	92802	1/23/2024	143.50
	1000-14-14300-513010-00000000-	13532	POP 01/11/24 ICEMAKER REPAIRS	92944	1/30/2024	190.95
	1000-14-14300-513010-00000000-	13531	POP 01/10/24 ICEMAKER REPAIRS	92944	1/30/2024	879.39
	1000-14-14300-513010-00000000-	13527	POP 01/05/24 ICEMAKER REPAIRS	92944	1/30/2024	467.91
	Total Paid by Vendor					1,823.79
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	338729	Payroll Run 1 - Warrant 240121	92902	1/25/2024	496.55
	1000-00-00000-210180-00000000-	338730	Payroll Run 1 - Warrant 240121	92903	1/25/2024	281.10
	Total Paid by Vendor					737.65
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-21235	POP 12/18/23 OVERHEAD DOOR REPAIRS	90002577	1/19/2024	609.00
	1000-14-14300-513010-00000000-	SVC/265-21236	POP 12/26/23 OVERHEAD DOOR REPAIRS	90002577	1/19/2024	700.00
	1000-14-14300-513010-00000000-	SVC/265-21341	POP 01/03/24- OVERHEAD DOOR REPAIRS	90002577	1/19/2024	659.40
	1000-14-14300-513010-00000000-	SVC/265-21563M	POP 01/04/24 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	1,124.40
	1000-14-14300-513010-00000000-	SVC/265-21566	POP 01/10/24 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	359.00
	1000-14-14300-513010-00000000-	SVC/265-21567	POP 01/10/24 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	359.00
	1000-14-14300-513010-00000000-	SVC/265-20740	POP 12/04/23 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	469.50
	1000-14-14300-513010-00000000-	SVC/265-20736	POP 12/04/23 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	600.00
	1000-14-14300-513010-00000000-	SVC/265-20735	POP 11/30/23 OVERHEAD DOOR REPAIRS	90002647	1/30/2024	774.60
	Total Paid by Vendor					5,654.90
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	338728	Payroll Run 1 - Warrant 240121	92901	1/25/2024	814.97
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	157.90
	1000-30-30100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	30.77
	1000-41-41100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	2,914.95
	1000-41-41100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	405.10
	1000-41-41100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	40.15
	1000-41-41100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	61.46
	1000-41-41100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	318.63
	1000-42-42100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	817.22
	1000-42-42100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	160.29
	1000-42-42100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	15.92
	1000-51-51000-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	63.25
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	67.83
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	124.10
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	304.17
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	64.56
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	113.71
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	30.11
	1000-52-52100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	44.56
	1000-53-53100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	43.18
	1000-53-53400-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	75.23
	1000-53-53400-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	10.48
	1000-55-55100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	37.73
	1000-55-55300-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	127.95
	1000-55-55400-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	285.30
	1000-70-70200-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	18.76
	1000-71-71100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	50.38
	1000-71-71100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	73.28
	1000-72-72000-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	225.55
	1000-75-75100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	106.39
	1000-75-75100-514010-00000000-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	93.81
	1000-14-14100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	21.09

1000-41-1100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	2,874.44
1000-41-1100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	126.84
1000-42-42100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	238.22
1000-51-00000-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	51.88
1000-52-52100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	38.31
1000-52-52100-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	62.56
1000-53-53200-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	27.14
1000-53-53400-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	43.56
1000-55-55400-514010-00000000-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	30.86
1000-51-00000-514010-00000000-	INV-205265	POP 01/05/23-GASOLINE FOR MAPLE HILL CEMETERY	90002578	1/19/2024	981.94
1000-30-30100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	32.38
1000-41-1100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	2,403.32
1000-41-1100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	35.36
1000-41-1100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	89.07
1000-42-42100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	586.86
1000-50-00000-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	67.86
1000-52-52100-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	29.11
1000-53-53400-514010-00000000-	CFN-29362	FUELING TRANS DATED 010724	90002578	1/19/2024	15.32
1000-00-00000-610039-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	56.91
1000-14-14100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	63.92
1000-15-15100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	66.11
1000-17-17100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	18.13
1000-30-30100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	35.24
1000-30-30100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	29.77
1000-41-1100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	2,859.15
1000-41-1100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	362.86
1000-41-1100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	20.37
1000-41-1100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	192.26
1000-42-42100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	483.20
1000-42-42100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	91.68
1000-42-42100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	115.55
1000-50-00000-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	253.69
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	80.95
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	27.58
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	54.94
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	197.99
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	271.31
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	123.87
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	62.37
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	143.97
1000-52-52100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	26.47
1000-53-53200-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	84.05
1000-53-53400-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	42.35
1000-55-55100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	69.18
1000-55-55100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	36.78
1000-55-55300-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	45.07
1000-55-55400-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	611.44
1000-55-55400-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	592.14
1000-70-70200-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	120.34
1000-71-71100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	71.79
1000-72-00000-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	224.88
1000-74-74100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	51.90
1000-75-75100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	28.86
1000-75-75100-514010-00000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	417.02
1000-12-12100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	27.03
1000-14-14100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	228.75
1000-16-16100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	22.35
1000-30-30100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	36.18
1000-30-30100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	67.03
1000-41-1100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	2,979.65
1000-41-1100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	309.35
1000-41-1100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	48.43

1000-41-41100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	170.63
1000-42-42100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	586.33
1000-42-42100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	76.17
1000-50-00000-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	58.09
1000-51-00000-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	41.50
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	110.44
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	88.74
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	185.39
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	111.72
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	74.05
1000-52-52100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	144.70
1000-53-53400-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	17.88
1000-53-53500-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	111.56
1000-55-55100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	64.91
1000-55-55300-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	282.13
1000-55-55400-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	947.14
1000-70-70200-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	42.73
1000-71-71100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	41.50
1000-72-00000-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	267.47
1000-75-75100-514010-00000000-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	46.82
1000-14-14100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	74.63
1000-17-17100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	29.40
1000-30-30100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	78.63
1000-30-30100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	32.88
1000-30-30100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	30.27
1000-41-41100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	2,622.22
1000-41-41100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	361.79
1000-41-41100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	35.67
1000-41-41100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	45.91
1000-41-41100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	225.15
1000-42-42100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	725.78
1000-42-42100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	97.27
1000-42-42100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	50.15
1000-50-00000-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	153.06
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	61.18
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	203.69
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	90.37
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	210.39
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	65.35
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	141.72
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	20.76
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	65.94
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	242.77
1000-52-52100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	44.35
1000-53-53400-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	18.21
1000-55-55100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	38.03
1000-55-55100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	37.19
1000-55-55300-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	379.15
1000-55-55400-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	573.97
1000-71-71100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	164.25
1000-72-00000-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	47.79
1000-75-75100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	116.20
1000-75-75100-514010-00000000-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	78.69
1000-55-55400-514010-00000000-	INV-205264	POP 01/07/24 MAINTENANCE FUEL (BLANKET)	90002611	1/23/2024	837.24
1000-55-55400-514010-00000000-	INV-205208	POP 01/03/24 MAINTENANCE FUEL (BLANKET)	90002611	1/23/2024	1,072.36
1000-10-00000-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	24.89
1000-14-14100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	502.74
1000-15-15100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	187.42
1000-17-17100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	16.34
1000-30-30100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	25.74
1000-30-30100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	32.03
1000-41-41100-514010-00000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	3,731.38

1000-42-42100-514010-00000000-	CFN-29464	FUELING TRANS DATED 011324	90002648	1/30/2024	26.22
1000-53-53200-514010-00000000-	CFN-29464	FUELING TRANS DATED 011324	90002648	1/30/2024	34.81
1000-53-53400-514010-00000000-	CFN-29464	FUELING TRANS DATED 011324	90002648	1/30/2024	20.92
1000-75-75100-514010-00000000-	CFN-29464	FUELING TRANS DATED 011324	90002648	1/30/2024	51.87
1000-14-14100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	68.08
1000-15-15100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	39.43
1000-30-30100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	59.73
1000-41-41100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	3,548.46
1000-41-41100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	117.00
1000-41-41100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	88.12
1000-41-41100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	15.38
1000-42-42100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	249.50
1000-42-42100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	991.06
1000-42-42100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	57.29
1000-42-42100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	18.29
1000-52-52100-514010-00000000-	CFN-29470	FUELING TRANS DATED 011424	90002648	1/30/2024	28.65
1000-53-53200-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	34.37
1000-55-55100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	29.53
1000-55-55400-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	87.45
1000-41-41100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	2,238.53
1000-41-41100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	98.06
1000-41-41100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	104.42
1000-42-42100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	134.89
1000-42-42100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	16.13
1000-42-42100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	39.87
1000-55-55100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	24.45
1000-55-55300-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	187.68
1000-55-55400-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	108.89
1000-75-75100-514010-00000000-	CFN-29479	FUELING TRANS DATED 011524	90002648	1/30/2024	41.88
1000-41-41100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	2,419.43
1000-41-41100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	102.25
1000-41-41100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	18.07
1000-15-15100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	99.15
1000-42-42100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	430.28
1000-42-42100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	148.92
1000-42-42100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	55.52
1000-53-53200-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	29.53
1000-55-55100-514010-00000000-	CFN-29634	FUELING TRANS DATED 011624	90002648	1/30/2024	26.22
1000-15-15100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	19.21
1000-41-41100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	2,144.46
1000-41-41100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	119.93
1000-41-41100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	169.11
1000-42-42100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	846.93
1000-42-42100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	53.93
1000-42-42100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	32.68
1000-55-55300-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	353.48
1000-55-55400-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	288.80
1000-75-75100-514010-00000000-	CFN-29639	FUELING TRANS DATED 011724	90002648	1/30/2024	88.99
1000-41-41100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	2,304.21
1000-41-41100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	87.96
1000-41-41100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	15.10
1000-41-41100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	127.47
1000-42-42100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	917.36
1000-42-42100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	82.09
1000-50-00000-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	43.23
1000-55-55100-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	52.72
1000-55-55300-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	23.82
1000-55-55400-514010-00000000-	CFN-29646	FUELING TRANS DATED 011824	90002648	1/30/2024	312.69
1000-15-15100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	177.78
1000-41-41100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	87.15
1000-41-41100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	2,174.97
1000-41-41100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	142.04

1000-41-41100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	184.24
1000-42-42100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	628.26
1000-42-42100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	142.32
1000-42-42100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	29.95
1000-53-53200-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	113.03
1000-55-55100-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	37.59
1000-55-55300-514010-00000000-	CFN-29651	FUELING TRANS DATED 011924	90002648	1/30/2024	678.92
1000-55-55400-514010-00000000-	CFN-29658	FUELING TRANS DATED 011924	90002648	1/30/2024	243.29
1000-41-41100-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	2,616.93
1000-42-42100-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	190.39
1000-42-42100-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	332.26
1000-42-42100-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	44.87
1000-42-42100-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	18.54
1000-55-55300-514010-00000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	477.39
1000-55-55400-514010-00000000-	CFN-29664	FUELING TRANS DATED 012024	90002648	1/30/2024	153.99
1000-41-41100-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	2,430.68
1000-41-41100-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	40.69
1000-41-41100-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	121.88
1000-42-42100-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	1,011.96
1000-53-53200-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	60.96
1000-71-71100-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	47.99
1000-72-00000-514010-00000000-	CFN-29664	FUELING TRANS DATED 012124	90002648	1/30/2024	19.20
1000-55-55400-514010-00000000-	INV-205623	POP 01/24/24 MAINTENANCE FUEL (BLANKET)	90002648	1/30/2024	24.30
1000-00-00000-140101-00000000-	INV-205334	OIL	90002648	1/30/2024	2,257.52
1000-13-13100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	8,283.29
1000-14-14100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	28.80
1000-15-15100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	120.92
1000-17-17100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	52.97
1000-30-30100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	26.48
1000-30-30100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	31.43
1000-41-41100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	30.20
1000-41-41100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	3,002.09
1000-41-41100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	384.49
1000-41-41100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	142.92
1000-41-41100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	270.63
1000-42-42100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	889.75
1000-42-42100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	129.55
1000-42-42100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	28.80
1000-50-00000-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	188.84
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	77.53
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	178.63
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	35.73
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	216.15
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	35.94
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	164.01
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	71.42
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	131.43
1000-52-52100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	68.65
1000-53-53200-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	42.39
1000-53-53400-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	44.24
1000-55-55100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	95.36
1000-55-55300-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	1,006.65
1000-55-55400-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	1,072.89
1000-70-70200-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	28.45
1000-71-71100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	0.69
1000-72-00000-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	168.89
1000-73-73100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	0.46
1000-74-74100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	70.30
1000-75-75100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	147.59
1000-75-75100-514010-00000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	231.07
1000-14-14100-514010-00000000-	CFN-29713	FUELING TRANS DATED 012424	90002648	1/30/2024	136.09
1000-30-30100-514010-00000000-	CFN-29713	FUELING TRANS DATED 012424	90002648	1/30/2024	94.80

FARRELL CORP	1000-52-52200-513010-00000000-	21353848	PINE STRAW FOR DOWNTOWN - SFE	92814	1/23/2024	8,695.05
	Total Paid by Vendor					8,785.05
FILTER PRO USA LLC	1000-50-00000-515340-00000000-	H093548	ANIMAL BODY BAGS - BLANKET	92961	1/30/2024	475.90
	Total Paid by Vendor					475.90
FIRST ARRIVING IO, INC	1000-14-14300-515370-00000000-	14622193	POP THRU 12/31/23 - FILTERS HVAC	90002580	1/19/2024	8,644.20
	Total Paid by Vendor					8,644.20
FITNESS DIAGNOSTIC & REPAIR SERVICES INC	1000-17-17100-515250-00000000-	2841	POP04/18/24-04/17/25 SOLE S DIGITAL DASHBOARD FIRE	92962	1/30/2024	2,314.41
	Total Paid by Vendor					2,314.41
FLORIDA STATE DISBURSEMENT UNIT	1000-41-41100-513040-00000000-	71218	POP 01/23/24 HPD GYM EQUIP REPAIR(MTNC	92963	1/30/2024	645.00
	Total Paid by Vendor					645.00
FLS INC	1000-00-00000-210180-00000000-	338733	Payroll Run 1 - Warrant 240121	92897	1/25/2024	132.46
	Total Paid by Vendor					132.46
FREIGHTLINER OF ARIZONA LLC	1000-43-00000-515370-00000000-	INV-1096-A	POP 12/11,12/13 & 12/21/23 FLS SERVICES FY24	92817	1/23/2024	157.02
	Total Paid by Vendor					157.02
	1000-43-00000-515370-00000000-	INV-04029-A	POP 11/16,11/27 & 11/28/23 FLS SERVICES FY24	92817	1/23/2024	71.55
	Total Paid by Vendor					238.57
	1000-15-15100-513030-00000000-	RA380010727:01	COM TX 012224/RA380010727:01	93062	1/30/2024	992.88
	Total Paid by Vendor					992.88
	1000-15-15100-513030-00000000-	RA380010406:02	COM TX 012224/RA380010406:02	93062	1/30/2024	3,242.87
	Total Paid by Vendor					4,235.75
GALLS LLC	1000-42-42100-515670-00000000-	026612593	UNIFORM SIZING (SHOES)	90002581	1/19/2024	42.00
	Total Paid by Vendor					42.00
	1000-42-42100-515670-00000000-	026600975	UNIFORM SIZING (SHOES)	90002581	1/19/2024	42.00
	Total Paid by Vendor					42.00
	1000-42-42100-515670-00000000-	026532878	UNIFORM SIZING (SHOES)	90002581	1/19/2024	42.00
	Total Paid by Vendor					42.00
	1000-42-42100-515670-00000000-	026441182	UNIFORM SIZING (SHOES)	90002581	1/19/2024	111.18
	Total Paid by Vendor					111.18
	1000-42-42100-515670-00000000-	026362078	DISTRICT CHIEF COVERALLS (SANDERS)	90002581	1/19/2024	222.36
	Total Paid by Vendor					222.36
	1000-42-42100-515670-00000000-	BC1990148	CLASS AA UNIFORM ACCESSORIES FOR COATS	90002581	1/19/2024	557.69
	Total Paid by Vendor					557.69
	1000-42-42100-515670-00000000-	026280765	CLASS AA UNIFORM ACCESSORIES FOR COATS	90002581	1/19/2024	1.65
	Total Paid by Vendor					1.65
	1000-42-42100-515670-00000000-	BC1983898	2023 CLASS 56 SHIFT UNIFORMS- BLANKET	90002581	1/19/2024	798.84
	Total Paid by Vendor					798.84
	1000-42-42100-515670-00000000-	BC1973659	2023 CLASS 56 SHIFT UNIFORMS- BLANKET	90002581	1/19/2024	798.20
	Total Paid by Vendor					798.20
	1000-42-42100-515670-00000000-	BC1973660	2023 CLASS 56 SHIFT UNIFORMS- BLANKET	90002581	1/19/2024	799.25
	Total Paid by Vendor					799.25
	1000-42-42100-515670-00000000-	BC1984728	2023 CLASS 56 SHIFT UNIFORMS- BLANKET	90002581	1/19/2024	792.03
	Total Paid by Vendor					792.03
	1000-42-42100-515670-00000000-	BC1969630	2023 CLASS 56 SHIFT UNIFORMS- BLANKET	90002581	1/19/2024	796.34
	Total Paid by Vendor					796.34
	1000-42-42100-515670-00000000-	026325367	PERSONAL FLASHLIGHT BATTERY HOLDER	90002581	1/19/2024	9.50
	Total Paid by Vendor					9.50
	1000-42-42100-515670-00000000-	BC1989845	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	227.20
	Total Paid by Vendor					227.20
	1000-42-42100-515670-00000000-	BC1989846	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	227.20
	Total Paid by Vendor					227.20
	1000-42-42100-515670-00000000-	BC1989842	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	220.42
	Total Paid by Vendor					220.42
	1000-42-42100-515670-00000000-	BC1989523	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	204.26
	Total Paid by Vendor					204.26
	1000-42-42100-515670-00000000-	BC1989766	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	102.59
	Total Paid by Vendor					102.59
	1000-42-42100-515670-00000000-	BC1989412	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	329.79
	Total Paid by Vendor					329.79
	1000-42-42100-515670-00000000-	BC1989173	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	153.79
	Total Paid by Vendor					153.79
	1000-42-42100-515670-00000000-	026200412	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	102.13
	Total Paid by Vendor					102.13
	1000-42-42100-515670-00000000-	026224896	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	102.13
	Total Paid by Vendor					102.13
	1000-42-42100-515670-00000000-	BC1973055	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	329.79
	Total Paid by Vendor					329.79
	1000-42-42100-515670-00000000-	BC1989847	FIRE PROMOTION BLANKET PURCHASE ORDER	90002581	1/19/2024	220.42
	Total Paid by Vendor					220.42
	1000-42-42100-515670-00000000-	026235730	PROMOTION UNIFORM BLANKET	90002615	1/23/2024	227.30
	Total Paid by Vendor					227.30
	1000-42-42100-515670-00000000-	026134996	PROMOTION UNIFORM BLANKET	90002615	1/23/2024	227.30
	Total Paid by Vendor					227.30
	1000-42-42100-515670-00000000-	026293409	PROMOTION UNIFORM BLANKET	90002615	1/23/2024	113.96
	Total Paid by Vendor					113.96
	1000-42-42100-515670-00000000-	026402943	PROMOTION UNIFORM BLANKET	90002615	1/23/2024	113.65
	Total Paid by Vendor					113.65
	1000-41-41100-515670-00000000-	GALLS 120123-123123	2024 UNIFORM ALLOWANCE - BLANKET PO	90002650	1/30/2024	15,494.97
	Total Paid by Vendor					15,494.97
	1000-41-41100-515670-00000000-	GALLS 120123-122923	PROMOTION/REPLACEMENT UNIFORMS	90002650	1/30/2024	3,920.70
	Total Paid by Vendor					3,920.70
	1000-41-41100-515670-00000000-	026439810	BOMB VESTS	90002650	1/30/2024	137.67
	Total Paid by Vendor					137.67
	1000-41-41305-515340-00000000-	026610201	ACADEMY PT GEAR	90002650	1/30/2024	95.40
	Total Paid by Vendor					95.40
	1000-41-41306-515670-00000000-	026417909	SAFETY PATROL NEW FIRE UNIFORMS- BLANKET PO	90002650	1/30/2024	28.00
	Total Paid by Vendor					28.00
	1000-41-41250-515340-00000000-	026613111	BOMB HOLSTER ATTACHMENT	90002650	1/30/2024	253.92
	Total Paid by Vendor					253.92
	1000-41-41250-515340-00000000-	026670044	BOMB VESTS	90002650	1/30/2024	16,645.92
	Total Paid by Vendor					16,645.92
GEN-CO INC	1000-14-14300-513010-00000000-	31959	POP 12/13 & 12/22/23 & 01/11/24 LOC. INSPECT & REPS	92965	1/30/2024	720.00
	Total Paid by Vendor					720.00
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000034028	TIRES	92818	1/23/2024	3,025.60
	Total Paid by Vendor					3,025.60
	1000-00-00000-140101-00000000-	0000034051	TIRES	92818	1/23/2024	1,893.57
	Total Paid by Vendor					1,893.57
	1000-00-00000-140101-00000000-	0000034453	TIRES	92966	1/30/2024	2,728.40
	Total Paid by Vendor					2,728.40
	1000-00-00000-140101-00000000-	0000034409	TIRES	92966	1/30/2024	3,644.71
	Total Paid by Vendor					3,644.71

1000-53-53200-515700-PK1020XX-	2110100159650124	POP 12/21/23-01/22/24 SPRINKLER USAGE FOR GARAGES	92975	1/30/2024	91.67
1000-53-53200-515700-PK1066XX-	2110100173790124A	POP 12/20/23-01/19/24SPRINKLER USAGE FOR GARAGES	92975	1/30/2024	7787
1000-53-53200-515700-PK1040XX-	2110100162110124	POP 12/21/23-01/22/24 SPRINKLER USAGE FOR GARAGES	92975	1/30/2024	7787
1000-53-53200-515700-PK1051XX-	2210103669400124	POP 12/20/23-01/22/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	21.06
1000-53-53200-515700-PK1051XX-	2210103669400124	POP 12/20/23-01/22/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	16.67
1000-53-53200-515700-PK1051XX-	2210103669400124	POP 12/20/23-01/22/24 UTILITIES	92975	1/30/2024	178.67
1000-53-53200-515700-PK1051XX-	2210103669460124	POP 12/20/23-01/22/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	726.18
1000-53-53200-515700-PK1051XX-	2210103669480124	POP 12/20/23-01/22/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	7787
1000-53-53200-515700-PK1051XX-	2210103669500124	POP 12/20/23-01/19/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	2,445.32
1000-53-53200-515700-PK1051XX-	2210103669510124	POP 12/20/23-01/22/24 UTILITY USAGE FOR GARAGE D	92975	1/30/2024	83.71
Total Paid by Vendor	338731	Payroll Run 1 - Warrant 240121	92898	1/25/2024	382,285.77
1000-00-00000-210180-00000000-					225.00
Total Paid by Vendor	241-101	POP:12-21-23 BLANKET PO CITY COUNCIL MEETINGS FY24	93032	1/30/2024	225.00
1000-18-00000-515372-00000000-	241-102	POP: 11-15-23 BLANKET OUTSIDE LEGAL SERVICES	93032	1/30/2024	1,350.00
Total Paid by Vendor					675.00
1000-55-55300-515340-00000000-	64707	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	2,025.00
1000-55-55300-515340-00000000-	64681	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	34.92
1000-55-55300-515340-00000000-	64683	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	331.69
1000-55-55300-515340-00000000-	64710	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	74.50
1000-55-55400-515340-00000000-	64706	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	621.24
1000-55-55400-515340-00000000-	64684	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	104.16
1000-52-52300-515340-00000000-	64757	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	29.98
1000-52-52700-515340-00000000-	64720	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	107.76
1000-52-52900-515340-00000000-	64723	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	216.96
1000-52-52200-515340-00000000-	64731	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	158.76
1000-52-52600-515340-00000000-	64694	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	1,199.43
1000-52-52900-515340-00000000-	64682	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	126.67
1000-52-52600-515340-00000000-	64761	NON-BID ITEMS - LANDSCAPE (BLANKET)	92837	1/23/2024	222.00
1000-55-55400-515340-00000000-	64800	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	430.08
1000-55-55400-515340-00000000-	64785	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	133.20
1000-55-55400-515340-00000000-	64771	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	171.68
1000-55-55400-515340-00000000-	64742	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	19.90
1000-55-55400-515340-00000000-	64715	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	7.40
1000-55-55400-515340-00000000-	64350	FY24 MAINT/CONST BID ITEMS--BLANKET	92837	1/23/2024	114.00
1000-55-55300-515340-00000000-	64813	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	81.00
1000-55-55300-515340-00000000-	64799	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	111.19
1000-55-55300-515340-00000000-	64791	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	202.92
1000-55-55300-515340-00000000-	64790	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	48.44
1000-55-55300-515340-00000000-	64776	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	492.31
1000-55-55300-515340-00000000-	64780	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	21.54
1000-55-55300-515340-00000000-	64772	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	454.75
1000-55-55300-515340-00000000-	64775	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	65.49
1000-55-55300-515340-00000000-	64770	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	725.04
1000-55-55300-515340-00000000-	64755	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	1,038.64
1000-55-55300-515340-00000000-	64754	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	53.88
1000-55-55300-515340-00000000-	64714	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	50.76
1000-55-55300-515340-00000000-	64730	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	435.97
1000-55-55300-515340-00000000-	64741	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	114.40
1000-55-55300-515340-00000000-	64815	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92837	1/23/2024	123.63
1000-52-52900-515340-00000000-	64845	NON-BID ITEMS - LANDSCAPE (BLANKET)	92979	1/30/2024	53.88
1000-52-52900-515340-00000000-	64845	NON-BID ITEMS - LANDSCAPE (BLANKET)	92979	1/30/2024	65.61
1000-52-52400-515340-00000000-	64873	NON-BID ITEMS - LANDSCAPE (BLANKET)	92979	1/30/2024	356.40
1000-51-00000-515340-00000000-	64033	NON-BID ITEMS FOR CEMETERY (BLANKET)	92979	1/30/2024	430.08
1000-55-55300-515340-00000000-	64966	NON-BID ITEMS FOR CEMETERY (BLANKET)	92979	1/30/2024	79.28
1000-55-55300-515340-00000000-	64895	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	201.61
1000-55-55300-515340-00000000-	64892	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	36.48
1000-55-55300-515340-00000000-	64878	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	39.13
1000-55-55300-515340-00000000-	64876	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	151.85
1000-55-55300-515340-00000000-	64860	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	123.91
1000-55-55300-515340-00000000-	64858	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	315.32
1000-55-55300-515340-00000000-	64823	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	92979	1/30/2024	75.01

1000-15-15100-513030-00000000-	67913	COM TX 01/0424/67913	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67926	COM TX 01/0424/67926	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67928	COM TX 01/0424/67928	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67930	COM TX 01/0424/67930	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67933	COM TX 01/0424/67933	92867	1/23/2024	78.90
1000-15-15100-513030-00000000-	67935	COM TX 01/0424/67935	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67938	COM TX 01/0424/67938	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67939	COM TX 01/0424/67939	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67940	COM TX 01/0424/67940	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67941	COM TX 01/0424/67941	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67942	COM TX 01/0424/67942	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67942	COM TX 01/0424/67942	92867	1/23/2024	28.20
1000-15-15100-513030-00000000-	67950	COM TX 01/0424/67950	92867	1/23/2024	300.00
1000-15-15100-513030-00000000-	67953	COM TX 01/0424/67953	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67962	COM TX 01/0424/67962	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67962	COM TX 01/0424/67962	92867	1/23/2024	22.20
1000-15-15100-513030-00000000-	67974	COM TX 01/0424/67974	92867	1/23/2024	100.00
1000-15-15100-513030-00000000-	67979	COM TX 01/0424/67979	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67980	COM TX 01/0424/67980	92867	1/23/2024	100.00
1000-15-15100-513030-00000000-	67981	COM TX 01/0424/67981	92867	1/23/2024	65.00
1000-15-15100-513030-00000000-	67981	COM TX 01/0424/67981	92867	1/23/2024	33.00
1000-15-15100-513030-00000000-	63407	COM TX 01/1124/63407	93022	1/30/2024	375.00
1000-15-15100-513030-00000000-	67440	COM TX 01/1124/67440	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	67539	COM TX 01/1124/67539	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	67540	COM TX 01/1124/67540	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	67541	COM TX 01/1124/67541	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	67883	COM TX 01/1124/67883	93022	1/30/2024	100.00
1000-15-15100-513030-00000000-	67988	COM TX 01/1124/67988	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	67989	COM TX 01/1124/67989	93022	1/30/2024	300.00
1000-15-15100-513030-00000000-	67990	COM TX 01/1124/67990	93022	1/30/2024	300.00
1000-15-15100-513030-00000000-	67994	COM TX 01/1124/67994	93022	1/30/2024	59.40
1000-15-15100-513030-00000000-	67994	COM TX 01/1124/67994	93022	1/30/2024	100.00
1000-15-15100-513030-00000000-	67995	COM TX 01/1124/67995	93022	1/30/2024	39.60
1000-15-15100-513030-00000000-	67995	COM TX 01/1124/67995	93022	1/30/2024	65.00
1000-15-15100-513030-00000000-	68000	COM TX 01/1124/68000	93022	1/30/2024	16.20
1000-15-15100-513030-00000000-	68000	COM TX 01/1124/68000	93022	1/30/2024	100.00
Total Paid by Vendor					6,548.80
JCTRUCK REPAIR					
1000-15-15100-513030-00000000-	02055	COM TX 01/2224/02055	92983	1/30/2024	1,650.00
1000-15-15100-513030-00000000-	02055	COM TX 01/2224/02055	92983	1/30/2024	3,191.94
1000-15-15100-513030-00000000-	02055	COM TX 01/2224/02055	92983	1/30/2024	45.00
1000-15-15100-513030-00000000-	02055	COM TX 01/2224/02055	92983	1/30/2024	85.00
Total Paid by Vendor					4,971.94
JERRY PATE TURF AND IRRIGATION, INC.					
1000-15-15100-513030-00000000-	486496	COM TX 01/2224/486496	92984	1/30/2024	1,614.43
1000-15-15100-513030-00000000-	486496	COM TX 01/2224/486496	92984	1/30/2024	600.00
1000-15-15100-513030-00000000-	486496	COM TX 01/2224/486496	92984	1/30/2024	255.00
Total Paid by Vendor					2,469.43
JOHN M DEBRO					
1000-43-00000-515370-00000000-	SUBJUDGE-011024-AM	POP 01/10/24 SUB JUDGE SERVICES - AM DOCKET	92952	1/30/2024	1,050.00
1000-43-00000-515370-00000000-	SUBJUDGE-011124-AFT	POP 01/11/24 SUB JUDGE SERVICES AFT DOCKET	92952	1/30/2024	437.50
1000-43-00000-515370-00000000-	SUBJUDGE-010924-AFT	POP 01/09/24 SUB JUDGE SERVICES AFT DOCKET	92952	1/30/2024	481.25
Total Paid by Vendor					1,968.75
KATHLEEN JUDAH					
1000-30-30200-515370-00000000-	K. JUDAH-122723	POP 12/05/23-12/26/23- GROUP EXERCISE INSTRUCTOR	90002588	1/19/2024	88.40
Total Paid by Vendor					88.40
KENWORTH OF HUNTSVILLE					
1000-15-15100-513030-00000000-	0640649382.02	COM TX 01/1124/0640649382.02	93050	1/30/2024	277.50
Total Paid by Vendor					277.50
KIMLEY-HORN AND ASSOCIATES, INC					
1000-74-74100-515370-00000000-	249394000-1223	POP THRU 12/31/23-HSV LIMESTONE PSA	90002589	1/19/2024	6,000.00
1000-74-74100-515370-00000000-	249394000-1023	POP THRU 10/31/23-HSV LIMESTONE PSA	90002589	1/19/2024	38,256.25
Total Paid by Vendor					44,256.25
KNOWLEDGE OF HUNTSVILLE					
1000-17-17100-515070-00000000-	0196197590124	POP 01/02/24-02/01/24-FOR WOW SERVICES COH	92887	1/23/2024	5.00
1000-17-17100-515070-00000000-	019628880124	POP 01/20/24-02/19/24 FOR WOW SERVICES COH	93076	1/30/2024	75.88
Total Paid by Vendor					80.88
KONICA MINOLTA BUSINESS SOLUTIONS USA INC					
1000-17-17100-515250-00000000-	9009723324	POP 10/01/23-12/31/23 KONICA MINOLTA COPIER SVCS	92985	1/30/2024	1,588.04

NHS FINE ARTS INC	Total Paid by Vendor	1000-41-41305-515340-00000000-	1089						92854	1/23/2024	72.88
	Total Paid by Vendor	1000-41-41305-515340-00000000-									1,450.00
NORTH AMERICA FIRE EQUIPMENT CO INC	Total Paid by Vendor	1000-42-42100-515340-00000000-	1252044						92996	1/30/2024	3,012.00
	Total Paid by Vendor	1000-42-42100-515340-00000000-	P-1219125						92996	1/30/2024	13,392.00
	Total Paid by Vendor	1000-73-73200-515340-00000000-	083976						92998	1/30/2024	16,404.00
NRD LLC	Total Paid by Vendor	1000-43-00000-515043-00000000-	861						92999	1/30/2024	1,208.58
	Total Paid by Vendor	1000-43-00000-515043-00000000-	862						92999	1/30/2024	546.00
NXTSTEP CRIMINAL LAW	Total Paid by Vendor	1000-00-00000-210180-00000000-	338717						92906	1/25/2024	756.00
INYS CHILD SUPPORT PROCESSING (SDU)	Total Paid by Vendor	1000-00-00000-231500-00000000-	PRETRIAL NOV 23						93010	1/30/2024	11.53
OFFICE OF PROSECUTION SERVICES	Total Paid by Vendor	1000-00-00000-231500-00000000-	PRETRIAL DEC 23						93010	1/30/2024	168.00
	Total Paid by Vendor	1000-18-00000-515340-00000000-	13390-01/01/24						93000	1/30/2024	175.00
ON LINE INFORMATION SERVICE INC	Total Paid by Vendor	1000-16-16100-515370-00000000-	13402-01/01/24						93001	1/30/2024	343.00
	Total Paid by Vendor	1000-30-30600-515340-00000000-	P69377482						92790	1/23/2024	422.50
ORANGE AND BLUE INC	Total Paid by Vendor	1000-30-30600-515520-00000000-	HSV INT LEAG 010424						92942	1/30/2024	10.42
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	Total Paid by Vendor	1000-30-30600-515520-00000000-	HSV EAST LEAG 010424						92943	1/30/2024	6,500.00
	Total Paid by Vendor	1000-53-53100-515044-00000000-	INV-1042389						93002	1/30/2024	12,525.00
PASSPORT LABS INC	Total Paid by Vendor	1000-53-53100-515044-00000000-	INV-1041775						93002	1/30/2024	1,355.00
	Total Paid by Vendor	1000-53-53100-515044-00000000-	INV-1043251						93002	1/30/2024	1,449.75
	Total Paid by Vendor	1000-17-17100-515070-00000000-	6421						90002668	1/30/2024	1,406.25
PEACE COMMUNICATIONS HUNTSVILLE LLC	Total Paid by Vendor	1000-17-17100-515070-00000000-	6644						90002668	1/30/2024	4,211.00
	Total Paid by Vendor	1000-00-00000-140101-00000000-	104318						93003	1/30/2024	598.00
PERFORMANCE TIRE & SERVICE CENTER LLC	Total Paid by Vendor	1000-00-00000-140101-00000000-	104305						93003	1/30/2024	2,870.92
	Total Paid by Vendor	1000-00-00000-140101-00000000-	104416						93003	1/30/2024	3,468.92
	Total Paid by Vendor	1000-13-13100-515370-00000000-	128790						93004	1/30/2024	3,025.60
PFM FINANCIAL ADVISORS LLC	Total Paid by Vendor	1000-17-17400-520200-00000000-	18440						92857	1/23/2024	1,660.85
PINNACLE NETWORK LLC	Total Paid by Vendor	1000-52-52300-513010-00000000-	INV911486						93005	1/30/2024	1,660.85
PIONEER MANUFACTURING COMPANY INC	Total Paid by Vendor	1000-17-17100-515250-00000000-	INV-47518						93008	1/30/2024	1,677.30
POWERDMS INC	Total Paid by Vendor	1000-52-52600-513010-00000000-	922820001417						93006	1/30/2024	17,017.24
PPG PITTSBURGH PAINTS	Total Paid by Vendor	1000-52-52600-513010-00000000-	922820001348						93006	1/30/2024	3,745.00
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W43442						90002670	1/30/2024	1,466.00
PRO ELECTRIC INC	Total Paid by Vendor	1000-14-14300-513010-00000000-	W43445						90002670	1/30/2024	230.00
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W43433						90002670	1/30/2024	7,165.88
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W91146						90002670	1/30/2024	5,173.76
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W43446						90002670	1/30/2024	1,675.16
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W43447						90002670	1/30/2024	426.63
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W71642						90002670	1/30/2024	495.00
	Total Paid by Vendor	1000-14-14300-513010-00000000-	W91153						90002670	1/30/2024	714.88
	Total Paid by Vendor	1000-14-14300-513010-00000000-	101392						92858	1/23/2024	17,367.31
PRO-AIR SERVICES INC	Total Paid by Vendor	1000-14-14300-513010-00000000-	101393						92858	1/23/2024	1,363.04
	Total Paid by Vendor	1000-14-14300-513010-00000000-	101394						92858	1/23/2024	216.00
	Total Paid by Vendor	1000-52-52500-515340-00000000-	20454						92859	1/23/2024	680.00
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	Total Paid by Vendor	1000-52-52500-515340-00000000-	20538						93009	1/30/2024	2,259.04
	Total Paid by Vendor										206.70
	Total Paid by Vendor										897.00
	Total Paid by Vendor										1,103.70

QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	294	POP: 01/01/24-01/31/24 LANDSCAPE SERVICES	92860	1/23/2024	595.00
RADIOLOGY OF HUNTSVILLE P.C.	Total Paid by Vendor 1000-18-00000-515340-00000000-	191-7	BLANKET-MEDICAL RECORDS REQUEST	93011	1/30/2024	595.00
REFUND PAYMENTS	Total Paid by Vendor 1000-00-00000-110008-00000000-	REF 11199279		93015	1/30/2024	13.55
	1000-00-00000-220450-00000000-	BOND PER# 104946	REFUND PERF BOND # 104946 RACETRAC PB 1855 US 72E	92864	1/30/2024	1,000.00
	1000-00-00000-220450-00000000-	BOND PER# 14260707	REFUND PERF BOND # 14260707 SIDEWALK	92863	1/23/2024	25,000.00
	1000-00-00000-220450-00000000-	BOND PER# 103127	REFUND PERF BOND #103127 LANDSCAP AT 100 EDISON AV	92865	1/23/2024	15,900.00
	1000-12-00000-410100-00000000-	REFUND # 3107	REFUND # 3107 FOR BUSINESS PRIVILEGE LICENSE	92862	1/23/2024	50,000.00
	1000-12-00000-410100-00000000-	REFUND # 10393	REFUND # 10393 FOR BUSINESS PRIVILEGE LICENSE	92861	1/23/2024	37.50
	1000-00-00000-110008-00000000-	REF CS# 11199279	REIMBURSEMENT CS#11199279 CIT #01989062	93014	1/30/2024	36.39
	1000-00-00000-110008-00000000-	REF 23T0004882		93017	1/30/2024	1,000.00
	1000-00-00000-110008-00000000-	REF 11226000		93016	1/30/2024	636.00
	1000-00-00000-110008-00000000-	REF 24T0001213		93018	1/30/2024	500.00
	1000-00-00000-110008-00000000-	REF 23T0004885		93013	1/30/2024	636.00
REGIONS BANK	Total Paid by Vendor 1000-19-00000-515040-00000000-	23120002823	BLNKT PO MON. BANK FEES W/REGIONS POP 12123-123123	93020	1/30/2024	95,381.89
REPUBLIC SERVICES INC	Total Paid by Vendor 1000-14-14310-515370-00000000-	0979-001072329	POP DEC 23 REFUSE SERVICES	93021	1/30/2024	1,254.53
	1000-52-52200-515730-00000000-	0979-001069733	REFUSE CONTAIN. SERVICES- LM BLK. POP:12/01-12/31	93021	1/30/2024	980.00
	1000-52-52300-515730-00000000-	0979-001069733	REFUSE CONTAIN. SERVICES- LM BLK. POP:12/01-12/31	93021	1/30/2024	265.00
	1000-52-52500-515730-00000000-	0979-001069733	REFUSE CONTAIN. SERVICES- LM BLK. POP:12/01-12/31	93021	1/30/2024	530.00
	1000-52-52600-515730-00000000-	0979-001069733	REFUSE CONTAIN. SERVICES- LM BLK. POP:12/01-12/31	93021	1/30/2024	88.33
RETIREMENT SYSTEMS OF ALABAMA	Total Paid by Vendor 1000-00-00000-210160-00000000-	338720	Payroll Run 1 - Warrant 240121	92891	1/25/2024	264.99
ROUSSEAU'S LLC	Total Paid by Vendor 1000-10-10300-515340-00000000-	21602	PLAQUES - JAZZ IN THE PARK AWARDS	93024	1/30/2024	2,128.32
RP MEDIA	Total Paid by Vendor 1000-10-10200-515010-00000000-	OCT.12.23-NOV.1.23	DIG BILLBOARDS POP:OCT.12.23-NOV.1.23	93025	1/30/2024	1,338,193.53
	1000-10-10200-515010-00000000-	NOVEMBER 1 2023	POP 12/01/23-12/01/23 DIG BILLBOARDS	93025	1/30/2024	1,260.00
	1000-10-10200-515010-00000000-	JANUARY 1 2024	POP 01/24-02/01/24 DIG BILLBOARDS	93025	1/30/2024	1,260.00
S & S FIRESTONE INC	Total Paid by Vendor 1000-15-15100-513030-00000000-	4230008043	COM TX 010424/4230008043	90002571	1/19/2024	300.00
	1000-15-15100-513030-00000000-	4230008043	COM TX 010424/4230008043	90002571	1/19/2024	65.00
	1000-15-15100-513030-00000000-	4230008044	COM TX 010424/4230008044	90002571	1/19/2024	50.00
	1000-15-15100-513030-00000000-	4230008044	COM TX 010424/4230008044	90002571	1/19/2024	250.00
	1000-15-15100-513030-00000000-	4230008044	COM TX 010424/4230008044	90002571	1/19/2024	2,257.01
	1000-15-15100-513030-00000000-	4230008054	COM TX 010424/4230008054	90002571	1/19/2024	75.00
	1000-15-15100-513030-00000000-	4230008054	COM TX 010424/4230008054	90002571	1/19/2024	75.00
	1000-15-15100-513030-00000000-	4230008093	COM TX 010424/4230008093	90002571	1/19/2024	33.00
	1000-15-15100-513030-00000000-	4230008094	COM TX 010424/4230008094	90002571	1/19/2024	33.00
	1000-15-15100-513030-00000000-	4230008113	COM TX 010424/4230008113	90002571	1/19/2024	595.18
	1000-15-15100-513030-00000000-	4230008113	COM TX 010424/4230008113	90002571	1/19/2024	16.00
	1000-15-15100-513030-00000000-	4230008113	COM TX 010424/4230008113	90002571	1/19/2024	56.00
	1000-15-15100-513030-00000000-	4230008110	COM TX 011124/4230008110	90002636	1/30/2024	204.60
	1000-15-15100-513030-00000000-	4230008135	COM TX 011124/4230008135	90002636	1/30/2024	595.18
	1000-15-15100-513030-00000000-	4230008135	COM TX 011124/4230008135	90002636	1/30/2024	56.00
	1000-15-15100-513030-00000000-	4230008136	COM TX 011124/4230008136	90002636	1/30/2024	12.00
	1000-15-15100-513030-00000000-	4230008136	COM TX 011124/4230008136	90002636	1/30/2024	75.00
	1000-15-15100-513030-00000000-	4230008284	COM TX 011124/4230008284	90002636	1/30/2024	25.00
	1000-15-15100-513030-00000000-	4230008284	COM TX 011124/4230008284	90002636	1/30/2024	75.00
	1000-15-15100-513030-00000000-	4230008286	COM TX 011124/4230008286	90002636	1/30/2024	38.00
	1000-15-15100-513030-00000000-	4230008286	COM TX 011124/4230008286	90002636	1/30/2024	75.00
	1000-15-15100-513030-00000000-	4230008287	COM TX 011124/4230008287	90002636	1/30/2024	38.72
	1000-15-15100-513030-00000000-	4230008287	COM TX 011124/4230008287	90002636	1/30/2024	60.00
	1000-15-15100-513030-00000000-	4230008287	COM TX 011124/4230008287	90002636	1/30/2024	30.00
	1000-15-15100-513030-00000000-	4230008293	COM TX 011124/4230008293	90002636	1/30/2024	19.95
	1000-15-15100-513030-00000000-	4230008294	COM TX 011124/4230008294	90002636	1/30/2024	33.00
	1000-15-15100-513030-00000000-	4230008294	COM TX 011124/4230008294	90002636	1/30/2024	75.00

SCOTT LIGHTING SUPPLY CO	1000-15-15100-51300-00000000-	4230008294	COM TX 011124/4230008294	90002636	1/30/2024	33.00
	Total Paid by Vendor					6,296.01
	1000-14-14300-513010-00000000-	128826	2024 BLANKET PO ELECTRICAL ITEMS	90002594	1/19/2024	10.20
	1000-14-14300-513010-00000000-	128834	2024 BLANKET PO ELECTRICAL ITEMS	90002594	1/19/2024	21.84
	1000-14-14300-513010-00000000-	128852	2024 BLANKET PO ELECTRICAL ITEMS	90002594	1/19/2024	71.50
	1000-14-14300-513010-00000000-	128877	2024 BLANKET PO ELECTRICAL ITEMS	90002594	1/19/2024	61.77
	1000-14-14300-513010-00000000-	128894	2024 BLANKET PO ELECTRICAL ITEMS	90002626	1/23/2024	297.60
	1000-14-14300-513010-00000000-	128895	2024 BLANKET PO ELECTRICAL ITEMS	90002672	1/30/2024	1,737.99
	1000-14-14300-513010-00000000-	128926	2024 BLANKET PO ELECTRICAL ITEMS	90002672	1/30/2024	471.42
	1000-14-14300-513010-00000000-	128927	2024 BLANKET PO ELECTRICAL ITEMS	90002672	1/30/2024	230.32
	1000-14-14300-513010-00000000-	128946	2024 BLANKET PO ELECTRICAL ITEMS	90002672	1/30/2024	237.30
	Total Paid by Vendor					3,239.84
SESAC INC	1000-10-10200-515370-00000000-	10704021	POP 01/01/24-12/31/24 MUSIC - GOV ACCESS CHANNELS	93030	1/30/2024	3,761.00
	Total Paid by Vendor					3,761.00
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	7048	JOHN HUNT TUNNEL VANDALISM POP:1/12/24	93031	1/30/2024	13,054.65
	1000-14-14300-513010-00000000-	7049	2024 BLANKET PO PAINTING SERVICES	93031	1/30/2024	1,965.50
	Total Paid by Vendor					15,020.15
SITONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52300-513010-00000000-	13753747-001	IRRIGATION A-BID ITEMS (BLANKET)	92870	1/23/2024	128.71
	1000-52-52900-515520-00000000-	137238442-001	PLANTS FOR LEWTER PARK - GT	92870	1/23/2024	575.00
	1000-52-52300-513010-00000000-	137330960-001	TREES FOR ANIMAL SERVICES - SPE	92870	1/23/2024	555.00
	1000-52-52300-513013-00000000-	137429643-001	LM IRRIGATION - NON-BID ITEMS (BLANKET)	92870	1/23/2024	211.32
	1000-52-52300-513013-00000000-	137537841-001	LM IRRIGATION - NON-BID ITEMS (BLANKET)	92870	1/23/2024	141.04
	1000-52-52300-513013-00000000-	137551956-001	LM IRRIGATION - NON-BID ITEMS (BLANKET)	92869	1/23/2024	89.77
	1000-52-52300-513010-00000000-	132765566-001	IRRIGATION A-BID ITEMS (BLANKET)	92870	1/23/2024	1,216.54
	1000-52-52300-513013-00000000-	137566834-001	LM IRRIGATION - NON-BID ITEMS (BLANKET)	93033	1/30/2024	139.83
	1000-52-52600-513010-00000000-	137564176-001	SUPPLIES FOR LM DIVISIONS - NON-BID (BLANKET)	93033	1/30/2024	57.95
	1000-52-52700-515340-00000000-	137730930-001	CHEMICAL SPILL KITS FOR TRUCKS - SOUTH	93033	1/30/2024	251.00
	1000-52-52900-515520-00000000-	137238442-002	PLANTS FOR LEWTER PARK - GT	93033	1/30/2024	289.41
	1000-52-52700-513010-00000000-	137352633-001	CHEMICALS FOR ROADSIDES - SOUTH	93033	1/30/2024	2,190.92
	Total Paid by Vendor					5,846.49
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	338727	Payroll Run 1 - Warrant 240121	92900	1/25/2024	103.00
	Total Paid by Vendor					103.00
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515340-00000000-	ARV/60027574	JUMP BOX FOR ADMIN	93034	1/30/2024	229.21
	1000-15-15100-515610-00000000-	ARV/60045057	BATTERIES FOR MIKE ROSE	93034	1/30/2024	155.46
	1000-15-15100-515610-00000000-	ARV/60029934	BATTERY CHARGER FOR NEW OFF RD DIVISION	93034	1/30/2024	298.54
	Total Paid by Vendor					683.21
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52500-515730-00000000-	TI006603	POP: 12/01/23-12/31/23 TIPPING FEES - LANDSCAPE	90002596	1/19/2024	76.64
	1000-52-52600-515730-00000000-	TI006605	POP: 12/01/23-12/31/23 TIPPING FEES - LANDSCAPE	90002596	1/19/2024	287.74
	1000-52-52700-515730-00000000-	TI006606	POP: 12/01/23-12/31/23 TIPPING FEES - LANDSCAPE	90002596	1/19/2024	322.01
	1000-52-52300-515730-00000000-	TI006607	POP: 12/01/23-12/31/23 TIPPING FEES - LANDSCAPE	90002596	1/19/2024	800.88
	1000-52-52500-515730-00000000-	TI006609	POP: 12/01/23-12/31/23 TIPPING FEES - LANDSCAPE	90002596	1/19/2024	478.00
	1000-14-14300-513010-00000000-	TI0066317	PWO NORTH LOT DEBRIS REMOVAL	90002674	1/30/2024	26.73
	1000-14-14300-513010-00000000-	TI006611	PWO NORTH LOT DEBRIS REMOVAL	90002674	1/30/2024	50.27
	1000-19-00000-515190-00000000-	SETTL CL# FY23-174	SETTLEMENT OF CLAIM FY23-174	93035	1/30/2024	10,860.00
	Total Paid by Vendor					12,902.27
SON MEDIA GROUP	1000-19-00000-515010-00000000-	5813	FY2024 SPEAKIN OUT NEWS POP 01/17/24-01/24/24	93039	1/30/2024	520.54
	1000-19-00000-515010-00000000-	5818	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	637.38
	1000-19-00000-515010-00000000-	5816	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	336.18
	1000-19-00000-515010-00000000-	5817	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	56.50
	1000-19-00000-515010-00000000-	5811	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	197.00
	1000-19-00000-515010-00000000-	5812	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	494.04
	1000-19-00000-515010-00000000-	5814	POP-01-17-01/-24-24 BLKNT PO F24 SPEAKIN OUT NEWS	93039	1/30/2024	481.68
	Total Paid by Vendor					2,723.32
SOUTHERN COMMUNICATIONS INC	1000-17-17400-515340-00000000-	EQP2020000169975	SIMCARDS FOR PD-ACADEMY	93037	1/30/2024	210.00
	Total Paid by Vendor					210.00
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-63219	LAWN MAINTENANCE - LM (BLANKET)	90002675	1/30/2024	21,322.09
	Total Paid by Vendor					21,322.09
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240016858	TIRES	93038	1/30/2024	1,683.12
	Total Paid by Vendor					1,683.12
SOUTHLAND PRINTING CO INC	1000-53-53100-520500-00000000-	518069	PAPER ROLLS FOR PARKING PAY STATIONS	92871	1/23/2024	829.31
	Total Paid by Vendor					829.31

STANARD & ASSOCIATES INC	1000-41-41100-515370-00000000-	SA000056410	BLANKET PO - INV PROMOTIONAL PROCESS TESTING	92872	1/23/2024	1,435.93
STARPLES INC	Total Paid by Vendor					1,435.93
	1000-53-63100-515340-00000000-	3557028211	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90002627	1/23/2024	35.59
	1000-18-00000-515340-00000000-	3557028214	SUPPLIES-308 FOUNTAINCR.6THFLR30CX427-5026	90002627	1/23/2024	279.98
	1000-16-16100-515340-00000000-	3557028215	308 FOUNTAIN CIRCLE/D. THOMPSON/256-427-5241	90002627	1/23/2024	53.09
	1000-43-00000-515340-00000000-	3557028216	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	90002627	1/23/2024	120.87
	1000-52-52100-515340-00000000-	3557028217	H SPIER 3242 LEE MAN FERRY RD 256-864-8042	90002627	1/23/2024	93.57
	1000-14-14100-515340-00000000-	3557028218	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	90002627	1/23/2024	34.02
	1000-14-14100-515340-00000000-	3557028218	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	90002627	1/23/2024	9.74
	1000-14-14100-515340-00000000-	3557028219	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	90002627	1/23/2024	35.09
	1000-18-00000-515340-00000000-	3557028220	SUPPLIES-308FOUNTAINCR.6THFLR427.5026.JCOX	90002627	1/23/2024	97.90
	1000-18-00000-515340-00000000-	3557028221	SUPPLIES-308FOUNTAINCR.6THFLR427.5026.JCOX	90002627	1/23/2024	36.59
	1000-13-13100-515340-00000000-	3557028223	308FOUNTAIN CIR/SHOUSTON/4275284 SUPPLIES	90002627	1/30/2024	13.59
	1000-13-13100-515340-00000000-	3557028224	308FOUNTAIN CIR/SHOUSTON/4275284 SUPPLIES	90002627	1/30/2024	24.49
	1000-53-53400-515340-00000000-	3557028222	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90002627	1/30/2024	92.87
	1000-50-00000-515340-00000000-	3557028227	GINGER LOWE, 4950 TRANA BLVD, 256-883-3630	90002627	1/30/2024	32.48
	1000-41-41300-515340-00000000-	3557028226	SUPPLIES FOR DISPATCH	90002627	1/30/2024	63.42
	1000-13-13100-515340-00000000-	3557028231	SUPPLIES/308FOUNTAINCR/4THFL/4275284	90002627	1/30/2024	80.69
	1000-74-74200-515340-00000000-	3557469052	ERINFERNO/200WESTSIDE/5QST/700/2564275192	90002627	1/30/2024	-29.18
	1000-52-52900-515340-00000000-	3557469054	E NORTON 3242 LEE MAN FERRY 256-427-5405	90002627	1/30/2024	49.99
	1000-52-52900-515340-00000000-	3555848067	E NORTON 3242 LEE MAN FERRY RD 256-427-5405	90002627	1/30/2024	17.99
	1000-52-52900-515340-00000000-	3555848069	E NORTON 3242 LEE MAN FERRY RD 256-427-5405	90002627	1/30/2024	17.29
	1000-52-52900-515340-00000000-	3557028233	E NORTON 3242 LEE MAN FERRY 256-427-5405	90002627	1/30/2024	14.49
	1000-52-52900-515340-00000000-	3557028232	E NORTON 3242 LEE MAN FERRY 256-427-5405	90002627	1/30/2024	116.35
	1000-55-55300-515340-00000000-	3556553260	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90002627	1/30/2024	680.32
	1000-15-15100-515340-00000000-	3557972802	MARK DAVIS 2739 JOHNSON RD. 256-883-3696	90002627	1/30/2024	665.58
	1000-41-41100-515340-00000000-	3557972797	704 FIBER STREET NW-Z. GOSHERT 256-427-7034	90002627	1/30/2024	307.92
	1000-42-42100-515340-00000000-	3557972801	OFFICE SUPPLIES LAVADA MASON 2219 HALLAWE 8833979	90002627	1/30/2024	196.92
	1000-10-00000-515340-00000000-	3554992109	SKING 308 FOUNTAIN CIRCLE 8TH FL 427-5004	90002627	1/30/2024	82.82
	1000-16-16100-515340-00000000-	3556553264	308 FOUNTAIN CIRCLE/D. THOMPSON/256-427-5241	90002627	1/30/2024	150.52
	1000-16-16100-515340-00000000-	3556553265	308 FOUNTAIN CIRCLE/D. THOMPSON/256-427-5241	90002627	1/30/2024	7.18
STATE OF MICHIGAN FAMILY INDEPENDENCE	Total Paid by Vendor		Payroll Run 1 - Warrant 240121	92907	1/25/2024	3,382.27
STATE SYSTEMS INC	Total Paid by Vendor	338736				39.46
	1000-41-41100-515340-00000000-	147962166	ALARM MONITORING BLANKET PO	90002677	1/30/2024	214.50
	1000-14-14300-513010-00000000-	147961748	2024 BLANKET PO UPGRADES & REPAIRS POP: 08/24/23	90002677	1/30/2024	190.00
	1000-14-14300-513010-00000000-	147961598	2024 BLANKET PO UPGRADES & REPAIRS POP: 10/03/23	90002677	1/30/2024	95.00
	1000-14-14300-513010-00000000-	147961594	2024 BLANKET PO UPGRADES & REPAIRS POP: 8/25/23	90002677	1/30/2024	190.00
	1000-53-53200-513010-PK1020XX-	147962159	POP: 02/01/24-02/28/24-FIRE ALARMS,SPRINKLERS	90002677	1/30/2024	86.50
	1000-53-53200-513010-PK1030XX-	147962159	POP: 02/01/24-02/28/24-FIRE ALARMS,SPRINKLERS	90002677	1/30/2024	936.50
	1000-53-53200-513010-PK1040XX-	147962159	POP: 02/01/24-02/28/24-FIRE ALARMS,SPRINKLERS	90002677	1/30/2024	106.50
	1000-53-53200-513010-PK1051XX-	147962159	POP: 02/01/24-02/28/24-FIRE ALARMS,SPRINKLERS	90002677	1/30/2024	318.00
	1000-14-14300-513010-00000000-	147954984	POP: 11/3/23 2024 BLANKET PO UPGRADES & REPAIRS	90002677	1/30/2024	1,924.00
	1000-14-14300-513010-00000000-	147957717	POP: 11/30/23 2024 BLANKET PO UPGRADES & REPAIRS	90002677	1/30/2024	1,125.00
	1000-14-14300-513010-00000000-	147960731	POP: 01/04/24 2024 BLANKET PO UPGRADES & REPAIRS	90002677	1/30/2024	237.50
	1000-14-14300-513010-00000000-	147962417	POP: 01/24/24 2024 BLANKET PO UPGRADES & REPAIRS	90002677	1/30/2024	595.00
	1000-14-14300-513010-00000000-	147957759	POP: 12/04/23 2024 BLANKET PO UPGRADES & REPAIRS	90002677	1/30/2024	1,072.27
STEPHANE LOVE	Total Paid by Vendor					7,090.77
STRICKLAND COMPANIES	Total Paid by Vendor	S.LOVE -122723	POP 12/06/23-12/27/23 DANCE CLASSES-BUDDY BRYANT	92873	1/23/2024	100.00
	1000-00-00000-140110-00000000-	HU974507-00	308 FOUNTAIN CIRCLE-JOSHUA FOWLER-256-427-5254	92874	1/23/2024	1,778.80
	1000-12-12500-515340-00000000-	HU974591-00	PAPER FOR STOCK	92874	1/23/2024	138.99
	1000-12-12500-515340-00000000-	HU974592-00	PAPER FOR STOCK	92874	1/23/2024	183.42
	1000-12-12500-515340-00000000-	HU973926-00	PAPER FOR STOCK - PRINT SHOP	93041	1/30/2024	724.04
	1000-41-41100-515340-00000000-	HU976604-00	PAPER FOR STOCK	93041	1/30/2024	889.40
SUBURBAN PROPANE CO	Total Paid by Vendor	207229	2024 BLANKET PROPANE DELIVERED	93042	1/30/2024	3,714.65
	1000-14-14100-515700-00000000-	7521-031584 011524	POP: 01/12-01/14/24 2024 BLANKET PROPANE DELIVERED	93042	1/30/2024	353.11
SUNBELT FIRE INC	Total Paid by Vendor	00008965	PPE FOR FIREFIGHTERS	90002678	1/30/2024	2,428.85
T2 SYSTEMS CANADA INC	Total Paid by Vendor	IRIS00000127299	POP NOV 23 LUKE SERVICES PARKING	90002679	1/30/2024	57.00
	1000-17-17100-515250-00000000-					3,325.00

TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17100-515250-00000000-	INVD0000004993	POP JUNE 23 LUKE SERVICES PARKING	90002679	1/30/2024	2.70
	1000-17-17100-515250-00000000-	IRIS0000128137	POP AUG 23 LUKE SERVICES PARKING	90002679	1/30/2024	190.00
Total Paid by Vendor						3,517.70
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-17-17400-520200-00000000-	24-20336	PRINTER FOR RS-OPTIMIST	93052	1/30/2024	505.08
TENNESSEE VALLEY FENCE INC	1000-00-00000-210180-00000000-	338723	Payroll Run 1 - Warrant 240121	92908	1/25/2024	505.08
THE LOUCE GROUP INC	1000-14-14300-513010-00000000-	R-25675	2024 BLANKET PO AUTOMATIC GATE REPAIRS & SERVICES	90002680	1/30/2024	688.60
	1000-16-16100-515340-00000000-	IN469188	INK FOR MICHELLE MICKLE AND OCTAVIA HOLT	92876	1/23/2024	622.06
	1000-41-41204-515340-00000000-	IN468357	CID INK ORDER	92876	1/23/2024	245.52
	1000-14-14300-515340-00000000-	IN469236	TONER FOR GENERAL SERVICES MAINTENANCE COPIER	92876	1/23/2024	1,886.43
	1000-41-41204-515340-00000000-	IN469241	CID INK ORDER	92876	1/23/2024	363.63
	1000-53-53100-515340-00000000-	IN469301	TONER FOR PRINTER AC996	92876	1/23/2024	285.60
	1000-74-74100-515340-00000000-	IN466256	BLACK INK FOR CANON IN PLANNING	92876	1/23/2024	279.74
	1000-41-41100-515340-00000000-	IN469204	INK FOR STOCK	92876	1/23/2024	167.00
	1000-50-00000-515340-00000000-	IN469233	BARBARA MARTINEZ (AC314) PRINTER INK REPLACEMENT	92876	1/23/2024	329.94
	1000-74-74100-515340-00000000-	IN469227	PHARTIN 308 FOUNTAIN CIR 256-427-5411	92876	1/23/2024	116.40
	1000-41-41250-515340-00000000-	IN467716	2320 1ST STREET - T. MCILWAIN 256-427-5880	92876	1/23/2024	403.04
	1000-17-17100-515250-00000000-	IN470088	POP12/11/23-01/10/24 COPIER SERVICES	92876	1/23/2024	122.76
	1000-17-17100-515250-00000000-	IN470089	POP 12/01/23-01/10/24 COPIER SERVICES	92876	1/23/2024	77.74
	1000-41-41100-515340-00000000-	IN470196	INK FOR CHIEF'S OFFICE	92876	1/23/2024	138.07
	1000-00-00000-140110-00000000-	IN453504	OFFICE SUPPLIES-OSRHUA FOWLER-256-427-5254	93043	1/30/2024	500.65
	1000-17-17400-520200-00000000-	IN453570	QUOTE LOUCE GROUP PRINTER FOR JOHNSON LEGACY	93043	1/30/2024	49.97
	1000-30-30600-515340-00000000-	IN454587	INK FOR PRINTERS AT SHOWERS POOL	93043	1/30/2024	964.60
	1000-71-71100-515340-00000000-	IN470367	320 FOUNTAIN CIR 2ND FLR/TERESA/256-427-5304	93043	1/30/2024	76.19
	1000-72-00000-515340-00000000-	IN471289	HP CYAN TONER	93043	1/30/2024	103.17
	1000-74-74100-515340-00000000-	IN471637	TONER FOR PLANNING	93043	1/30/2024	100.13
Total Paid by Vendor						1,219.10
THE ROBERTS GROUP INC	1000-52-52400-515340-00000000-	1562465	WATER COOLER SYSTEMS - LM (BLANKET)	92877	1/23/2024	7,429.68
	1000-52-52100-515340-00000000-	1568730	POP: 12/01/23-12/31/23 WATER COOLER SYSTEMS	92877	1/23/2024	14.45
	1000-52-52600-515340-00000000-	1569313	POP: 12/01/23-12/31/23 WATER COOLER SYSTEMS	92877	1/23/2024	34.99
	1000-15-15100-515340-00000000-	1569528	DRINKING WATER, DISPENSER, FEES FYZ4 (BLANKET)	93044	1/30/2024	39.55
Total Paid by Vendor						1,23.98
THE UNIVERSITY OF ALABAMA IN HUNTSVILLE	1000-10-10300-515020-00000000-	2023121802	BLACK HISTORY MONTH LUNCHEON	93056	1/30/2024	2,500.00
Total Paid by Vendor						2,500.00
THE WW WILLIAMS COMPANY LLC	1000-15-15100-513030-00000000-	072W18812	COM TX 012224/072W18812	93077	1/30/2024	326.48
	1000-15-15100-513030-00000000-	072W18812	COM TX 012224/072W18812	93077	1/30/2024	1,435.00
	1000-15-15100-513030-00000000-	072W18812	COM TX 012224/072W18812	93077	1/30/2024	1,281.15
Total Paid by Vendor						3,042.63
THOMPSON BURTON PLLC	1000-18-00000-515372-00000000-	B-130519	BLANKET-OUTSIDE LEGAL SERVICES	90002681	1/30/2024	517.50
	1000-18-00000-515372-00000000-	B-130520	BLANKET-OUTSIDE LEGAL SERVICES	90002681	1/30/2024	1,162.50
Total Paid by Vendor						1,680.00
THRIVE OUTDOOR INC	1000-51-00000-515370-00000000-	80746	POP: 01/15/24 WEED EATING SERVICES/MAPLE HILL	90002682	1/30/2024	23,240.00
Total Paid by Vendor						23,240.00
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	44172	COM TX 011124/44172	92926	1/30/2024	100.00
Total Paid by Vendor						100.00
TOM JEFFREY'S SIGN AND BANNER	1000-52-52900-515010-00000000-	44441	SIGNS FOR EVENTS (BLANKET)	93046	1/30/2024	100.00
Total Paid by Vendor						100.00
TRAV-AD SIGNS INC	1000-14-14300-513010-00000000-	100102	2024 BLANKET PO SIGNAGE	93048	1/30/2024	75.00
Total Paid by Vendor						75.00
TURFGRASS OF TENNESSEE LLC	1000-52-52700-513010-00000000-	35714	FESCUE SOD FOR HASTINGS PARK - SOUTH (ELLIOTT)	93054	1/30/2024	2,430.00
Total Paid by Vendor						2,430.00
TYLER TECHNOLOGIES INC	1000-16-16300-515340-00000000-	89579	1095C PAPER FORMS	93055	1/30/2024	685.87
Total Paid by Vendor						685.87
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-52-52900-515520-00000000-	INV-4079638	PORT-A-LET SVC-LM (BLANKET) POP: 12/30/23-01/26/24	93060	1/30/2024	175.00
	1000-52-52900-515340-00000000-	INV-4079637	POP: 12/30/23-01/26/24-PORT-A-LET SVC-LM	93059	1/30/2024	175.00
Total Paid by Vendor						350.00
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	338721	Payroll Run 1 - Warrant 240121	92909	1/25/2024	215.53
Total Paid by Vendor						215.53
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	2024-02	POP: 02/01/24-02/29/24-DRONE PRO. MAN. SERVICES	93057	1/30/2024	8,583.33
Total Paid by Vendor						8,583.33

URBAN DESIGN ASSOCIATES LTD	1000-74-74100-515370-00000000-	112328	POP:10/28/23-11/24/23 BLK - PRO. SER. MILL CRK.	90002683	1/30/2024	48,920.75
	1000-74-74100-515370-00000000-	122324	POP:11/25/23-12/29/23-PRO. SERV MILL CREEK CNI PRO.	90002683	1/30/2024	15,655.33
	Total Paid by Vendor	13979167		92880	1/23/2024	64,576.08
US BANK	1000-19-00000-515040-00000000-	338734	Payroll Run 1 - Warrant 240121	92899	1/25/2024	307.17
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	338718	Payroll Run 1 - Warrant 240121	92892	1/25/2024	944,242.44
US DEPARTMENT OF THE TREASURY	1000-00-00000-210140-00000000-	338718	Payroll Run 1 - Warrant 240121	92892	1/25/2024	526,414.09
	Total Paid by Vendor	P-1810	TRAINING ACADEMY MAINTENANCE	90002686	1/30/2024	1,470,656.53
VERTA, LLC	1000-42-42100-513040-00000000-	819701635	JANUARY 2024 ACCT #30015389/3429037	90002687	1/30/2024	167.00
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	338716	Payroll Run 1 - Warrant 240121	92888	1/24/2024	23,353.82
WAGWORKS	1000-00-00000-210260-00000000-	338716	Payroll Run 1 - Warrant 240121	92888	1/24/2024	3,705.75
	Total Paid by Vendor	338737	Payroll Run 1 - Warrant 240121	92910	1/25/2024	24,299.61
WASHINGTON STATE SUPPORT REGISTRY	1000-00-00000-210180-00000000-	122891	RABIES VACCINATIONS - BLANKET POP. 1-12-24	93066	1/30/2024	28,005.36
WEST MADISON VETERINARY HOSPITAL	1000-50-00000-515370-00000000-	39340	LAUNDRY DETERGENT	92882	1/23/2024	230.76
WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT SE LLC	1000-14-14300-513010-00000000-	39515	POP: 01/23/24 2024 BLNK-REPAIRS	93067	1/30/2024	10.00
	1000-14-14300-513010-00000000-	39516	POP: 01/23/24 2024 BLNK-REPAIRS	93067	1/30/2024	3,127.64
	1000-14-14300-513010-00000000-	39514	POP: 01/23/24 2024 BLNK-REPAIRS	93067	1/30/2024	411.28
	Total Paid by Vendor	806149	LANDSCAPE LUMBER (BLANKET)	92883	1/23/2024	361.00
WILSON LUMBER COMPANY	1000-52-52700-513010-00000000-	833279	PLYWOOD FOR CEMETERY USE	93069	1/30/2024	248.70
	1000-51-00000-515340-00000000-	807054	LANDSCAPE LUMBER (BLANKET)	93069	1/30/2024	4,148.62
	Total Paid by Vendor	060094 01	2024 BLANKET - PLUMBING SUPPLIES	92885	1/23/2024	164.76
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	060121 01	2024 BLANKET - PLUMBING SUPPLIES	92885	1/23/2024	259.44
	1000-14-14300-513010-00000000-	060332 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	133.70
	1000-14-14300-513010-00000000-	060367 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	557.90
	1000-14-14300-513010-00000000-	060495 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	542.98
	1000-14-14300-513010-00000000-	060516 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	134.31
	1000-14-14300-513010-00000000-	060514 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	561.48
	1000-14-14300-513010-00000000-	060644 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	181.3
	1000-14-14300-513010-00000000-	060602 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	181.3
	1000-14-14300-513010-00000000-	060653 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	47.67
	1000-14-14300-513010-00000000-	060651 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	81.83
	1000-14-14300-513010-00000000-	060695 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	51.65
	1000-14-14300-513010-00000000-	060696 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	39.78
	1000-14-14300-513010-00000000-	060657 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	39.04
	1000-14-14300-513010-00000000-	060728 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	148.09
	1000-14-14300-513010-00000000-	060397 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	111.35
	1000-14-14300-513010-00000000-	060429 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	148.09
	1000-14-14300-513010-00000000-	060483 01	2024 BLANKET - PLUMBING SUPPLIES	93072	1/30/2024	307.33
	Total Paid by Vendor	S104081095.001	2024 BLANKET PO - HVAC SUPPLIES	90002600	1/19/2024	103.19
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S104090748.001	2024 BLANKET PO - HVAC SUPPLIES	90002600	1/19/2024	14.83
	1000-14-14300-515610-00000000-	S104091061.001	2024 BLANKET PO - HVAC SUPPLIES	90002600	1/19/2024	36.62
	1000-14-14300-513010-00000000-	S104091893.001	2024 BLANKET PO - HVAC SUPPLIES	90002600	1/19/2024	13.60
	1000-14-14300-513010-00000000-	S104092940.001	2024 BLANKET PO - HVAC SUPPLIES	90002600	1/19/2024	286.52
	Total Paid by Vendor	18918697	COM TX 010824/18918697	92886	1/23/2024	2,686.49
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18918697	COM TX 010824/18918697	92886	1/23/2024	180.00
	1000-15-15100-513030-00000000-	18918697	COM TX 010824/18918697	92886	1/23/2024	160.00
	1000-15-15100-513030-00000000-	18918697	COM TX 010824/18918697	92886	1/23/2024	552.00
	1000-15-15100-513030-00000000-	18918697	COM TX 010824/18918697	92886	1/23/2024	163.20
	1000-15-15100-513030-00000000-	18918697	COM TX 010824/18918697	92886	1/23/2024	119.00
	1000-15-15100-513030-00000000-	18918852	COM TX 010824/18918852	92886	1/23/2024	1,615.37
	1000-15-15100-513030-00000000-	18918852	COM TX 010824/18918852	92886	1/23/2024	165.00

1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-51030-00000000-	18918852	COM TX 010824/18918852	92886	1/23/2024	340.80
		1000-15-15100-513030-00000000-	18918852	COM TX 010824/18918852	92886	1/23/2024	264.00
		1000-15-15100-513030-00000000-	18918852	COM TX 010824/18918852	92886	1/23/2024	192.50
		1000-15-15100-513030-00000000-	18918853	COM TX 010824/18918853	92886	1/23/2024	1,169.66
		1000-15-15100-513030-00000000-	18918853	COM TX 010824/18918853	92886	1/23/2024	190.00
		1000-15-15100-513030-00000000-	18918853	COM TX 010824/18918853	92886	1/23/2024	355.20
		1000-15-15100-513030-00000000-	18918853	COM TX 010824/18918853	92886	1/23/2024	268.80
		1000-15-15100-513030-00000000-	16482196	COM TX 011124/16482196	93074	1/30/2024	768.38
		1000-15-15100-513030-00000000-	16482196	COM TX 011124/16482196	93074	1/30/2024	557.50
		1000-15-15100-513030-00000000-	16491257	COM TX 012524/16491257	93074	1/30/2024	375.00
		Total Paid by Vendor					8,254.09
		1005-00-00000-517030-00000000-	20231205	POP THRU 12/31/23 -BHS MONTHLY CLAIMS 2024	90002635	1/30/2024	4,831,653.82
		Total Paid by Vendor					87,473.08
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	388,246.85
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	62.75
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	123,961.19
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	137.27
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	219.71
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	5,171.96
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	-5,880.63
		1005-00-00000-517020-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	38.65
		1005-00-00000-425204-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	299.25
		1005-00-00000-140200-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	-3,138.22
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/15-1/19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	217.48
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/15-1/19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	293,591.61
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/15-1/19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	83,572.96
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/15-1/19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	465.43
		1005-00-00000-517020-00000000-	GROUP INV 2-1-24	POP: 2/1/24-3/1/24 GROUP INVOICE	90002605	1/23/2024	74,880.66
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/22-2/6	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	239,579.26
		1005-00-00000-517010-00000000-	HEALTH CLMS 1/22-2/6	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	233.53
		1005-00-00000-517015-00000000-	HEALTH CLMS 1/22-2/6	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	170,593.19
		1005-00-00000-517025-00000000-	HEALTH CLMS 1/22-2/6	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	354.70
		1005-00-00000-140200-00000000-	HEALTH CLMS 1/22-2/6	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	-217.48
		Total Paid by Vendor					1,372,390.12
	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	63308	POP THRU 01/31/24 COBBS ALLEN CONSULTING FEES	90002642	1/30/2024	1,833.00
		Total Paid by Vendor					1,833.00
1010	J HIGGINS LTD INC	1010-42-00000-515520-00000000-	189967A	HONOR GAURD KILL	92841	1/23/2024	514.00
		Total Paid by Vendor					514.00
2000	AMAZON CAPITAL SERVICES INC	2000-54-54D10-515340-PT504990-	143W-LMHT-9D7M	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90002569	1/19/2024	113.15
		2000-54-54M10-514010-PT504010-	143W-LMHT-9D7M	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90002569	1/19/2024	113.15
		Total Paid by Vendor					226.30
	DUTCH OIL COMPANY INC	2000-54-54160-514010-PT504010-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	43.62
		2000-54-54D10-514010-PT504010-	CFN-29340	FUELING TRANS DATED 010524	90002578	1/19/2024	755.12
		2000-54-54M10-514010-PT504010-	CFN-29340	FUELING TRANS DATED 00524	90002578	1/19/2024	1,300.30
		2000-54-54D10-514010-PT504010-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	305.89
		2000-54-54M10-514010-PT504010-	CFN-29354	FUELING TRANS DATED 010624	90002578	1/19/2024	926.63
		2000-54-54D10-514010-PT504990-	INV-205210	POP 01/24 DIESEL EXHAUST FLUID	90002578	1/19/2024	899.75
		2000-54-54M10-514010-PT504010-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	728.61
		2000-54-54M10-514010-PT504010-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	1,314.61
		2000-54-54D10-514010-PT504010-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	561.12
		2000-54-54M10-514010-PT504010-	CFN-29399	FUELING TRANS DATED 010924	90002578	1/19/2024	1,370.55
		2000-54-54D10-514010-PT504010-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	846.66
		2000-54-54M10-514010-PT504010-	CFN-29416	FUELING TRANS DATED 011024	90002578	1/19/2024	1,383.03
		2000-54-54160-514010-PT504010-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	54.10
		2000-54-54D10-514010-PT504010-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	540.16
		2000-54-54M10-514010-PT504010-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	1,476.31
		2000-54-54D10-514010-PT504010-	CFN-29449	FUELING TRANS DATED 011224	90002648	1/30/2024	532.31
		2000-54-54M10-514010-PT504010-	CFN-29449	FUELING TRANS DATED 011224	90002648	1/30/2024	1,485.46

NELSON NYGAARD CONSULTING ASSOCIATES INC	254208	NAPA TRX DATE 010524	92846	1/23/2024	11.35
PRO ELECTRIC INC	85745	POP: 09/12/23-PRO. SERVICES (RENEWAL OF WEBSITE)	92997	1/30/2024	7,074.49
REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM	W43450	USE OF DIGGER TRUCK TO MOVE 2 BUS SHELTERS	90002670	1/30/2024	162.00
S & S FIRESTONE INC	18855	CITY OF HUNTSVILLE RIDESHARE AGREEMENT FY2024	93019	1/30/2024	420.00
Total Paid by Vendor					2,500.00
2000-54-54M10-515580-PT504020-	4230008056	COM TX 010524/4230008056	90002604	1/23/2024	1,697.60
2000-54-54M10-515580-PT504020-	4230008056	COM TX 010524/4230008056	90002604	1/23/2024	60.00
2000-54-54M10-515580-PT504020-	4230008056	COM TX 010524/4230008056	90002604	1/23/2024	16.00
2000-54-54M10-515580-PT504020-	4230008057	COM TX 010524/4230008057	90002604	1/23/2024	334.40
2000-54-54M10-515580-PT504020-	4230008057	COM TX 010524/4230008057	90002604	1/23/2024	55.00
2000-54-54M10-515580-PT504020-	4230008057	COM TX 010524/4230008057	90002604	1/23/2024	6.00
2000-54-54M10-515580-PT504020-	4230008058	COM TX 010524/4230008058	90002604	1/23/2024	110.00
2000-54-54M10-515580-PT504020-	4230008058	COM TX 010524/4230008058	90002604	1/23/2024	1,260.80
2000-54-54M10-515580-PT504020-	4230008058	COM TX 010524/4230008058	90002604	1/23/2024	60.00
2000-54-54M10-515580-PT504020-	4230008058	COM TX 010524/4230008058	90002604	1/23/2024	16.00
2000-54-54M10-515580-PT504020-	4230008059	COM TX 010524/4230008059	90002604	1/23/2024	70.00
2000-54-54M10-515580-PT504020-	4230008059	COM TX 010524/4230008059	90002604	1/23/2024	1,260.80
2000-54-54M10-515580-PT504020-	4230008059	COM TX 010524/4230008059	90002604	1/23/2024	60.00
2000-54-54M10-515580-PT504020-	4230008061	COM TX 010524/4230008061	90002604	1/23/2024	16.00
2000-54-54M10-515580-PT504020-	4230008061	COM TX 010524/4230008061	90002604	1/23/2024	27.50
2000-54-54M10-515580-PT504020-	4230008062	COM TX 010524/4230008062	90002604	1/23/2024	3.00
2000-54-54M10-515580-PT504020-	4230008062	COM TX 010524/4230008062	90002604	1/23/2024	1,003.20
2000-54-54M10-515580-PT504020-	4230008062	COM TX 010524/4230008062	90002604	1/23/2024	120.00
2000-54-54M10-515580-PT504020-	4230008062	COM TX 010524/4230008062	90002604	1/23/2024	45.00
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	18.00
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	334.40
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	40.00
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	15.00
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	6.00
2000-54-54M10-515580-PT504020-	4230008063	COM TX 010524/4230008063	90002604	1/23/2024	99.95
2000-54-54M10-515580-PT504020-	4230008064	COM TX 010524/4230008064	90002604	1/23/2024	1,260.80
2000-54-54M10-515580-PT504020-	4230008064	COM TX 010524/4230008064	90002604	1/23/2024	60.00
2000-54-54M10-515580-PT504020-	4230008064	COM TX 010524/4230008064	90002604	1/23/2024	16.00
2000-54-54M10-515580-PT504020-	4230008066	COM TX 010524/4230008066	90002604	1/23/2024	167.20
2000-54-54M10-515580-PT504020-	4230008066	COM TX 010524/4230008066	90002604	1/23/2024	27.50
2000-54-54M10-515580-PT504020-	4230008066	COM TX 010524/4230008066	90002604	1/23/2024	3.00
2000-54-54M10-515580-PT504020-	4230008067	COM TX 010524/4230008067	90002604	1/23/2024	30.00
2000-54-54M10-515580-PT504020-	4230008060	COM TX 010924/4230008060	90002604	1/23/2024	1,041.60
2000-54-54M10-515580-PT504020-	4230008060	COM TX 010924/4230008060	90002604	1/23/2024	60.00
2000-54-54M10-515580-PT504020-	4230008060	COM TX 010924/4230008060	90002604	1/23/2024	16.00
Total Paid by Vendor					9,763.95
THE LIOCE GROUP INC	IN471394	MAGENTA TONER FOR AD561 MINOLTA	93043	1/30/2024	165.33
TIMOTHY BEVERLY	44173	COM TX 011124/44173	92926	1/30/2024	100.00
WOODY ANDERSON FORD INC	44180	COM TX 012224/44180	92926	1/30/2024	100.00
	16483088	COM TX 010824/16483088	92886	1/23/2024	200.00
	16483088	COM TX 010824/16483088	92886	1/23/2024	190.58
	18918810	COM TX 010824/18918810	92886	1/23/2024	350.00
	18918810	COM TX 010824/18918810	92886	1/23/2024	1,532.68
	18918810	COM TX 010824/18918810	92886	1/23/2024	192.00
	18918810	COM TX 010824/18918810	92886	1/23/2024	777.60
	18918810	COM TX 010824/18918810	92886	1/23/2024	412.80
	18918810	COM TX 010824/18918810	92886	1/23/2024	1,235.00
	18918810	COM TX 010824/18918810	92886	1/23/2024	301.00
Total by Fund 2000					48,759.02

2001	CONSOLIDATED CONSTRUCTION	2001-54-62000-522000-CONSTRUC-	914	POP: THRU 11/30/23-CONSTRUCTION CONTRACT - TRANSIT	92947	1/30/2024	751,488.81
	HUNTSVILLE UTILITIES	Total Paid by Vendor		NEW TRANSIT STAT ATC		1/30/2024	751,488.81
		2001-54-62000-522000-CONSTRUC-		AID TO CONSTRUCTION - ELECTRIC	92976	1/30/2024	31,426.00
		Total Paid by Vendor					31,426.00
2100	Total by Fund 2001	2100-70-70100-515340-PN200011-00164		REQ10HESG22	92807	1/23/2024	782,914.81
	CRISIS SERVICES OF NORTH ALABAMA	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#10			3,758.47
		2100-70-70100-515520-PN200011-00164		REQ10HESG22	92809	1/23/2024	2,000.00
	DISABLED AMERICAN VETERANS	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#10			2,000.00
		2100-70-70100-515370-PN200011-00164		REQ10HESG22	92815	1/23/2024	3,812.76
	FIRST STOP INC	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#10			3,812.76
		2100-70-70100-515520-PN200010-00007		15604	900026214	1/23/2024	742.00
	FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	Total Paid by Vendor		POP: 1/14/24-1/14/24 WARMING CENTER LIABLTY INS			742.00
		2100-70-70300-00000000-00000000-00165		5393	90002623	1/23/2024	13,755.00
	JAMES MONAGHAN	2100-70-70300-523000-00000000-00165		5390	90002624	1/23/2024	9,645.00
		2100-70-70300-523000-00000000-00165		5388	90002625	1/23/2024	2,190.00
		2100-70-70300-523000-00000000-00165		5402	90002662	1/30/2024	8,855.00
		2100-70-70300-523000-00000000-00165		5392	90002663	1/30/2024	4,865.00
		2100-70-70300-523000-00000000-00165		5396	90002664	1/30/2024	8,985.00
		2100-70-70300-523000-00000000-00165		5401	90002665	1/30/2024	12,245.00
		2100-70-70300-523000-00000000-00165		5395	90002666	1/30/2024	3,160.00
	MEADOW HILLS INITIATIVE INC	Total Paid by Vendor		REQ3UADG24	90002621	1/23/2024	63,500.00
		2100-70-70100-515340-PN200010-00007		REQ10HESG22	92852	1/23/2024	191.86
	NEW FUTURES INC	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#10			191.86
		2100-70-70100-515370-PN200011-00164		REQ10HESG22	92855	1/23/2024	4,086.29
	NORTH ALABAMA COALITION FOR THE HOMELESS INC	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#10			4,086.29
		2100-70-70100-515340-PN200015-		3557028234	90002676	1/30/2024	2,404.52
	STARPLES INC	Total Paid by Vendor		120 E HOLMES AVE NE 2ND FLOOR 2564275057			99.24
		2100-70-70100-515340-PN200015-		3557469055	90002676	1/30/2024	45.16
	THE LIOCE GROUP INC	Total Paid by Vendor		120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL			45.16
		2100-70-70100-515340-PN200015-		IN467649	92876	1/23/2024	1,444.40
	WILSON LUMBER COMPANY	Total Paid by Vendor		120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL			94.77
		2100-70-70300-523000-00000000-00165		807003A	92884	1/23/2024	51.17
		2100-70-70300-523000-00000000-00165		807001	93070	1/30/2024	703.84
		2100-70-70300-523000-00000000-00165		807002	93071	1/30/2024	2,789.86
		Total Paid by Vendor					3,544.87
	Total by Fund 2100	2101-70-70100-515370-00000000-00139		INW12074	92791	1/23/2024	84,279.94
2101	BENEVATE INC	Total Paid by Vendor		POP03/24-03/25 EMERGENCY/DISASTER RESPONSE S/W FEE			34,800.00
		2101-70-70100-515370-00000000-00157		REQ12ADMINERAP2A	90002610	1/23/2024	26,674.77
	DIOCESE OF BIRMINGHAM IN ALABAMA	Total Paid by Vendor		POP 12/1-12/31 REIMBURSE EXPENSE REQUEST#24			4,205.59
		2101-70-70100-515520-00000000-00119		REQ24CDBG-CV	92816	1/23/2024	4,205.59
	FIRST STOP INC	Total Paid by Vendor					65,680.36
		2200-70-00000-515520-C0000001-		HOMEAD12/2023	92946	1/30/2024	28,078.20
	COH COMMUNITY DEVELOPMENT	Total Paid by Vendor		POP 11/17/23-12/22/23 HOME ADMIN PAYROLL			28,078.20
2200	Total by Fund 2101	2300-71-00000-524001-CN1481HD-		APPL #6R1 MILL CRK	92843	1/23/2024	425,000.40
	ALABAMA DEPARTMENT OF REVENUE	Total Paid by Vendor		POP: 07/16/23-12/31/23-MILL CREEK ACTION ACT/GOV			425,000.40
2300	LAMBERT CONTRACTING LLC	Total Paid by Vendor		UTILITY TAX DUE 1/22/24	92770	1/22/2024	27.32
		2500-00-00000-515700-SLFRF009-		POP 11/01/23-12/31/23 -ARPA REIMBURSEMENT 22-59	92797	1/23/2024	144,580.55
	Total by Fund 2300	Total Paid by Vendor		POP 11/17/23-12/29/23 HUNTSVILLE UTILITIES-EW	92975	1/30/2024	1,695.60
2500	ALABAMA DEPARTMENT OF REVENUE	Total Paid by Vendor					1,695.60
	BURRITT MUSEUM ASSOCIATION	3020-55-00000-516010-00000000-		FY24 MAINT CONCRETE PICKUP (BLANKET)	90002567	1/19/2024	264.00
		3020-55-00000-516010-00000000-		FY24 MAINT CONCRETE PICKUP (BLANKET)	90002567	1/19/2024	411.00
	HUNTSVILLE UTILITIES	Total Paid by Vendor		FY24 MAINT CONCRETE PICKUP (BLANKET)	90002567	1/19/2024	411.00
		3020-55-00000-516010-00000000-					
3020	Total by Fund 2500	Total Paid by Vendor					
	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-					
		3020-55-00000-516010-00000000-					
		3020-55-00000-516010-00000000-					

TURBGRASS OF TENNESSEE LLC VULCAN MATERIALS CO	3020-00-00000-220400-00000000-	APPL # 3R3 COUNCILL	22983-COUNCILL HIGH PARK PAVEN-FINAL RET	90002682	1/30/2024	2,482.27
	Total Paid by Vendor					16,338.79
	3020-55-00000-516010-00000000-	35931	SOD FOR MAINT JOB	93054	1/30/2024	99.00
	Total Paid by Vendor					99.00
	3020-55-00000-516010-00000000-	51463932	FY24 MAINTENANCE ROCK BLANKET	90002599	1/19/2024	778.53
	3020-55-00000-516010-00000000-	51463934	FY24 MAINTENANCE ROCK BLANKET	90002599	1/19/2024	1,473.38
	3020-55-00000-516010-00000000-	51463935	FY24 MAINTENANCE ROCK BLANKET	90002599	1/19/2024	343.68
	3020-55-00000-516040-00000000-	51463933	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002599	1/19/2024	2,010.44
	3020-55-00000-516010-00000000-	51466704	FY24 MAINTENANCE ROCK BLANKET	90002688	1/30/2024	531.01
	3020-55-00000-516010-00000000-	51466703	FY24 MAINTENANCE ROCK BLANKET	90002688	1/30/2024	1,102.57
	3020-55-00000-516010-00000000-	51466701	FY24 MAINTENANCE ROCK BLANKET	90002688	1/30/2024	588.20
	3020-55-00000-516040-00000000-	51466705	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002688	1/30/2024	363.29
	3020-55-00000-516040-00000000-	51468658	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002688	1/30/2024	740.60
	3020-55-00000-516040-00000000-	51468659	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002688	1/30/2024	1,122.78
	3020-55-00000-516040-00000000-	51466702	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002688	1/30/2024	5,911.39
Total Paid by Vendor					1,098.73	
3020-15-00000-520100-00000000-	GM4838	FL50'S FOR INSPECTION	92886	1/23/2024	16,034.60	
3020-15-00000-520100-00000000-	GM5104	FL50'S FOR GENERAL SERVICES	92886	1/23/2024	33,857.32	
3020-15-00000-520100-00000000-	GM4910	FL50'S FOR INSPECTION	92886	1/23/2024	31,109.32	
3020-15-00000-520100-00000000-	GM4980	FL50'S FOR INSPECTION	92886	1/23/2024	33,857.32	
3020-15-00000-520100-00000000-	GM5195	FL50'S FOR GENERAL SERVICES	93075	1/30/2024	31,109.32	
3020-15-00000-520100-00000000-	GM4942	FL50'S FOR INSPECTION	93075	1/30/2024	33,857.32	
3020-15-00000-520100-00000000-	GM4908	FL50'S FOR SANITATION	93075	1/30/2024	36,978.32	
3020-15-00000-520100-00000000-	GM5431	FL50'S FOR SANITATION	93075	1/30/2024	36,978.32	
Total Paid by Vendor					271,604.56	
Total by Fund 3020					623,826.32	
3030	HUNTSVILLE CITY SCHOOLS	JAN APP FY24	JAN APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	90002582	1/19/2024	3,047,916.67
Total Paid by Vendor					3,047,916.67	
3060	HUNTSVILLE MADISON COUNTY CONVENTION	LRAC 011124	EXPOSURE YOUTH CAMP	92823	1/23/2024	45,000.00
		LRAC 011124	UNITED SUPREME COUNCIL	92823	1/23/2024	61,200.00
		LRAC 011124	ATHLETIC CLUB ALABAMA-USTA LEVEL 5	92823	1/23/2024	10,000.00
		LRAC 011124	KING KAT FISHING TOURNAIMENT	92823	1/23/2024	35,000.00
		LRAC 011124	ARMY AVIATION - QUAD A	92823	1/23/2024	25,000.00
		LRAC 011124	MTSU VS TN WOMENS BASKETBALL	92823	1/23/2024	10,000.00
		LRAC 011124	AUBURN VS UNC-ROCKET CITY CLASSIC	92823	1/23/2024	60,000.00
		RALLY'24 ROCKET'23	RALLY VOLLEYBALL 2024	92833	1/23/2024	246,200.00
		RALLY'24 ROCKET'23	ROCKET CITY MARATHON 2023	92833	1/23/2024	35,000.00
Total Paid by Vendor					70,000.00	
3080	HUNTSVILLE SPORTS COMMISSION	2000843272	POP 08/2323-09/08/23 SPARKMAN BRIDGE PRJ	92774	1/23/2024	316,200.00
Total Paid by Vendor					7,499.00	
AECOM TECHNICAL SERVICES INC		3007	POP THRU 12/15/23 PRATT AVE IMPROVEMENTS JACOB	90002641	1/30/2024	4,530.00
CDG ENGINEERS & ASSOCIATES, INC		28669	POP 11/08/23 & 12/07/23 VICTORY ROOTS SD	92950	1/30/2024	8,750.00
CROY ENGINEERING LLC		105	POP 03/04/24-05/11/24 MUSIC-AMBASSADOR AWARD	92808	1/23/2024	1,000.00
DAVID ADAM RENFRO		10094	POP 12/04/24 LEGAL SERVICES (BLANKET)	92960	1/30/2024	100.00
EVANS & EVANS LAWYERS LLC		10093	POP 11/30/23 & 12/04/23 LEGAL SERVICES (BLANKET)	92960	1/30/2024	135.00
MATHENY GOLDMION ARCHITECTURE AND INTERIORS		4761	POP THRU 12/31/23 ROCKET CITY DEV SITE SHANE	92993	1/30/2024	235.00
Total Paid by Vendor					21,565.30	
ROGERS GROUP INC		386422-80-2RET	2327-SPARKMAN OGC-FINAL RET	92868	1/23/2024	1,990.11
		386422-61-2RET	2327-HAYES FARM TRAIL-FINAL RET	92868	1/23/2024	9,035.62
		386422-2-2	POP: 10/01/23-10/31/23-THE FOUNDRY IMPROVEMENTS	93023	1/30/2024	47,376.34
		386422-31-1	POP: 01/01/24-01/31/24-HUNTSVILLE WAYFINDING IMPR	93023	1/30/2024	106,986.04
		386422-86-1	POP: 09/01/23-01/31/24-JAMIES MADISON DRIVE RELO	93023	1/30/2024	191,781.62
Total Paid by Vendor					357,169.73	
SCHOEL ENGINEERING COMPANY INC		530255	POP: 12/01/23-12/31/23-PINEY CREEK (BLANKET)	93029	1/30/2024	9,670.00

4011	THE ROBINS & MORTON GROUP	3930-91-00000-515700-00000000- Total Paid by Vendor	2110101351301223 2210102462020124	POP 12/01/23-12/28/23 UTILITY BILL POP 12/07/23-01/05/24 UTILITY BILL	92834 92834	1/23/2024 1/23/2024	1,904.98 320.57
4013	BROOKS LOCK & KEY C SPIRE BUSINESS	4013-14-00000-523023-PHASE002- Total Paid by Vendor	APPL #22R MIDCITY 18124 C019787872	PBA202009-MIDCITY AMPHITHEATER-FINAL RET 2024 BLANKET PO MEDECO KEY SYSTEM & MISC. NETWORK FD20	90002593 92931 92934	1/19/2024 1/30/2024 1/30/2024	9,534.42 183,403.80 183,403.80 350.00 10,773.67
4015	GOODWYN MILL CAWOOD LLC	4013-14-00000-523023-PHASE002- Total Paid by Vendor	924	13R1, POP: THRU 11/30/23-CONSTRUCTION SVCS- SANDRA	92947	1/30/2024	115,409.88
4018	US BANCORP ASSET MANAGEMENT INC	4013-14-00000-522018-00000000- Total Paid by Vendor	HUNTSVILLE-474987 HUNTSVILLE-474966	POP 12/21/23 P.S TRAINING -172604 ADD MONITORING POP 12/31/23 CARD READERS -SANDRA MOON PHASE 2	90002587 90002656	1/19/2024 1/30/2024	7,111.03 1,366.00 8,497.03
4019	US BANCORP ASSET MANAGEMENT INC	4013-14-00000-522018-00000000- Total Paid by Vendor	2132850	FIRE STATION # 20 NPDES INSPECTION	93053	1/30/2024	1,200.00
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	1,830.17
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	2300554 2300554 REIMB EXP	POP: 11/12/23-12/16/23-ARCHITECTURAL SVCS- NEW CI POP: 11/12/23-12/16/23-REIMBURSABLE EXPENSES	90002617 90002651	1/23/2024 1/30/2024	138,060.75 43,461.82 141.63
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	43,603.45
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	1,143.56
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	44,747.01
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	1,299.05
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	1,299.05
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	11082892	WW EXAM FEES 01.2324	92913	1/30/2024	2,898.34
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	976735	HOSE REPAIRS (BLANKET)	92914	1/30/2024	138.72
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76300-515700-00000000- Total Paid by Vendor	976735	SEWER CONSTRUCTION	92916	1/30/2024	138.72
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	2,880.00
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76220-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	384.53
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76230-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	553.48
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76250-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	256.51
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76260-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	1,129.32
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76370-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	1,220.81
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76380-515700-00000000- Total Paid by Vendor	UT TAX DUE 1/22/24	UTILITY TAX DUE 1/22/24	92770	1/22/2024	862.79
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76200-515340-00000000- Total Paid by Vendor	09828624	WELDING SUPPLIES (BLANKET)	92782	1/23/2024	13.47
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76200-515340-00000000- Total Paid by Vendor	09817374	CYLINDER RENTAL FOR MAINTENANCE SHOP (BLANKET)	92922	1/30/2024	4,420.91
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76370-513040-00000000- Total Paid by Vendor	7028682042	INVENTORY	92785	1/23/2024	305.71
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76370-513040-00000000- Total Paid by Vendor	7028780831	PS FAN MOTOR REPLACEMENT	92923	1/30/2024	666.11
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515340-00000000- Total Paid by Vendor	5674939-0	KERRI BEVILACQUA/1800 VERMONT ROAD/2568833722	90002601	1/23/2024	268.47
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515340-00000000- Total Paid by Vendor	5674939-1	KERRI BEVILACQUA/1800 VERMONT ROAD/2568833722	90002629	1/30/2024	771.95
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515340-00000000- Total Paid by Vendor	5674939-2	KERRI BEVILACQUA/1800 VERMONT ROAD/2568833722	90002629	1/30/2024	771.95
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515070-00000000- Total Paid by Vendor	256 535-6412-0124	POP THRU 01/19/24-02/18/24 ATT MAIN CENTREX FOR	92787	1/23/2024	1,040.42
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515060-00000000- Total Paid by Vendor	BMS586449	PE LOAD	90002639	1/30/2024	77.94
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76100-515070-00000000- Total Paid by Vendor	9953955048	POP 12/11/23-1/10/24 VERIZON SERVICES COH BY ITS	93064	1/30/2024	5,956.50

HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	18,800.93
	6000-76-76220-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	22,561.83
	6000-76-76230-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	11,686.00
	6000-76-76250-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	60,867.42
	6000-76-76260-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	571.90
	6000-76-76370-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	25,783.73
	6000-76-76380-515700-00000000-	3110100100060124	POP 11/07/23-12/29/23-UTILITIES FY24	92834	1/23/2024	586.78
	Total Paid by Vendor	175146	POP 12/26/23 TAYLOR RD PS (SOLE SOURCE)	90002655	1/30/2024	4,146.52
HYDRA SERVICE INC	6000-76-76220-513040-00000000-	175149	POP 12/26/23 PL6 MIXER (SOLE SOURCE)	90002655	1/30/2024	4,197.50
	Total Paid by Vendor	64744	SAFETY ITEMS-POWER TOOLS/CONST (BLANKET)	92837	1/23/2024	8,344.02
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	64747	SAFETY ITEMS-POWER TOOLS/CONST (BLANKET)	92837	1/23/2024	959.67
	6000-76-76200-515340-00000000-	64862	SAFETY ITEMS-POWER TOOLS/CONST (BLANKET)	92979	1/30/2024	199.39
	6000-76-76200-515340-00000000-	64848	SAFETY ITEMS-POWER TOOLS/CONST (BLANKET)	92979	1/30/2024	106.56
	6000-76-76200-515340-00000000-	64875	SAFETY ITEMS-POWER TOOLS/CONST (BLANKET)	92979	1/30/2024	1,135.64
	6000-00-00000-140100-00000000-	64847	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	92979	1/30/2024	1,431.55
	Total Paid by Vendor	131918	POP THRU 12/31/23-SEWER SYSTEM COST STUDY 1	90002586	1/19/2024	4,020.11
JACKSON THORNTON & CO PC	6000-76-76100-515370-00000000-	94364	POP 11/20/23 PL4 GRIT CHAMBER	92842	1/23/2024	4,500.00
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-76260-513040-00000000-	94562	POP 12/15/23 PL4 MIXER MOTOR REPAIR	92842	1/23/2024	1,315.51
	Total Paid by Vendor	0640649421	POP 12/22/23 R & M EQ#030716	93051	1/30/2024	2,736.71
KENWORTH OF HUNTSVILLE	6000-76-76110-513030-00000000-	44769-0124	POP 12/13/23-01/12/24 LIFT STATION UTILITIES	92989	1/30/2024	4,052.22
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	254074	NAPA TRX DATE 010324	92846	1/23/2024	547.50
	6000-76-76110-513030-00000000-	254074	NAPA TRX DATE 010324	92846	1/23/2024	26.00
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	254074	NAPA TRX DATE 010324	92846	1/23/2024	412.68
	6000-76-76110-513030-00000000-	254074	NAPA TRX DATE 010324	92846	1/23/2024	114.57
	6000-76-76110-513030-00000000-	254074	NAPA TRX DATE 010324	92846	1/23/2024	25.50
	6000-76-76110-513030-00000000-	254355	AUTO PARTS (BLANKET)	92846	1/23/2024	75.27
	6000-76-76110-513030-00000000-	254422	AUTO PARTS (BLANKET)	92991	1/30/2024	2,330.32
	6000-76-76110-513030-00000000-	254550	AUTO PARTS (BLANKET)	92991	1/30/2024	402.03
	Total Paid by Vendor	01098317-00 01/08/24	UTILITIES (BLANKET) POP:12/08/23-01/08/24	92992	1/30/2024	898.85
MADISON COUNTY WATER DEPT	6000-76-76370-515700-00000000-	4660063467	EM REPAIR EQ# 080330 POP:01/11/24	90002659	1/30/2024	4,259.22
MCGRUFF TIRE CO INC	6000-00-00000-140100-00000000-	3027985	INVENTORY MONTE SANO(SOLE SOURCE)	92850	1/23/2024	11.50
MORROW WATER TECHNOLOGIES INC	6000-76-76300-516030-00000000-	453091	POP 12/25/23 PUMPING	92851	1/23/2024	230.48
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	453251	POP 1/2/24 PUMPING	92851	1/23/2024	33,783.25
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-001069731	POP: 12/01/23-12/31/23 CONTAINERS OCT 23-MARCH 24	92866	1/23/2024	125.00
ROGERS GROUP INC	6000-76-76300-516030-00000000-	0203002533	POINT REPAIR (BLANKET)	93023	1/30/2024	250.00
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-515340-00000000-	182657-001	PLANT HYPO SYSTEMS	93026	1/30/2024	1,679.53
S & S FIRESTONE INC	6000-76-76110-513030-00000000-	183132-001	HOSE REPAIRS (BLANKET)	93026	1/30/2024	8,524.95
	Total Paid by Vendor	4230008414	POP 01/04/24 EM R & M EQ#030715	90002636	1/30/2024	437.35
S & S SERVICE CENTER LLC	6000-76-76110-513030-00000000-	21335	POP 12/08/23 R & M EQ#021795	93027	1/30/2024	142.66
SANSOM EQUIPMENT COMPANY INC	6000-76-76110-513030-00000000-	W00665	R & M EQ#030609 (SOLE SOURCE)	93028	1/30/2024	580.01
STAPLES INC	6000-76-76200-515340-00000000-	3555406681	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90002598	1/19/2024	857.00
SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	286901	MAINTENANCE FORKLIFT (BLANKET)	93042	1/30/2024	911.00
	6000-76-76200-515340-00000000-	207397	SEWER BAY/MONTE SANO SHOP (BLANKET)	93042	1/30/2024	8,356.11
	Total Paid by Vendor					153.98
						25.37
						507.06
						533.03

TECHNICAL AND SCIENTIFIC APPLICATIONS INC	6000-76-76110-52020-00000000-	24-20296	HP COLOR PRINTER - WPC	93052	1/30/2024	505.08
	Total Paid by Vendor					505.08
THE LOECE GROUP INC	6000-76-76100-515340-00000000-	JN469611	WPC INK CARTRIDGES-QUOTE QT17685	92876	1/23/2024	400.10
	Total Paid by Vendor					400.10
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105-012224	UTILITIES (BLANKET) POP THRU 12/28/23	93047	1/30/2024	130.00
	Total Paid by Vendor					130.00
TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	5601820	R & M EQ# 050536 (OVER 25K GVWR)	93049	1/30/2024	1,602.29
	Total Paid by Vendor					1,602.29
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51466709	POINT REPAIR (BLANKET)	90002688	1/30/2024	223.02
	Total Paid by Vendor					223.02
	6000-76-76300-516030-00000000-	51466708	POINT REPAIR (BLANKET)	90002688	1/30/2024	534.28
	Total Paid by Vendor					534.28
	6000-76-76300-516030-00000000-	51466713	POINT REPAIR (BLANKET)	90002688	1/30/2024	1,434.55
	Total Paid by Vendor					1,434.55
	6000-76-76300-516030-00000000-	51466711	POINT REPAIR (BLANKET)	90002688	1/30/2024	501.45
	Total Paid by Vendor					501.45
	6000-76-76300-516030-00000000-	51466710	POINT REPAIR (BLANKET)	90002688	1/30/2024	357.54
	Total Paid by Vendor					357.54
	6000-76-76300-516030-00000000-	51466712	POINT REPAIR (BLANKET)	90002688	1/30/2024	515.28
	Total Paid by Vendor					515.28
	Total by Fund 6000					3,566.12
6010	MR ROOTER PLUMBING	452684	POP 12/26/23 EMERGENCY PLUMBING REPAIRS	92851	1/23/2024	900.00
	Total Paid by Vendor					900.00
WEAVER ENVIRONMENTAL SERVICES INC	6010-00-00000-220400-00000000-	44472	23851-HOLLADAY BLVD-FINAL RET	93065	1/30/2024	636.03
	Total Paid by Vendor					636.03
	6010-00-00000-220400-00000000-	44473	23851-PUJASKI PK-FINAL RET	93065	1/30/2024	2,719.63
	Total Paid by Vendor					2,719.63
	6010-00-00000-220400-00000000-	44474	23851-OLD GURLEY-FINAL RET	93065	1/30/2024	2,277.63
	Total Paid by Vendor					2,277.63
	6010-00-00000-220400-00000000-	44477	23851-HAMMONDS, CHURCH, CHARLOTTE-FINAL RET	93065	1/30/2024	1,285.43
	Total Paid by Vendor					1,285.43
	6010-00-00000-220400-00000000-	44475	23851-HOBBS, CRESTRIDGE, JACKS CR-FINAL RET	93065	1/30/2024	288.69
	Total Paid by Vendor					288.69
	6010-00-00000-220400-00000000-	44476	23851-RESEARCH, WARD, BOB WALLACE, FINAL RET	93065	1/30/2024	1,585.20
	Total Paid by Vendor					1,585.20
	Total by Fund 6010					8,802.61
6020	CRAWFORD ELECTRIC SUPPLY COMPANY LLC	5012363123.001	INDIAN CREEK PS (SOLE SOURCE)	90002576	1/19/2024	6,630.12
	Total Paid by Vendor					6,630.12
GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9335514653	SERVER ROOM SCADA	92967	1/30/2024	8,635.00
	Total Paid by Vendor					8,635.00
HYDRA SERVICE INC	6020-76-00000-526000-00000000-	175151	POP 12/27/23 BOB WALLACE PS REPAIR (SOLE SOURCE)	90002655	1/30/2024	3,990.66
	Total Paid by Vendor					3,990.66
THE ESHELMAN CO INC	6020-76-00000-526000-00000000-	7813	PLIA PRE AIR (3 QUOTES)	92958	1/30/2024	13,864.94
	Total Paid by Vendor					13,864.94
UNITED CONTROLS CORPORATION	6020-76-00000-526000-00000000-	4975	PL1 DIGESTER CONTROL PANEL	92879	1/23/2024	8,597.00
	Total Paid by Vendor					8,597.00
	Total by Fund 6020					41,717.72
6030	ALABAMA CONCRETE INC	139668	OLD 431 PS	90002567	1/19/2024	476.00
	Total Paid by Vendor					476.00
	6030-71-00000-526000-00000000-	139669	OLD 431 PS	90002567	1/19/2024	9,792.00
	Total Paid by Vendor					9,792.00
COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RS4030608 7	CHASE CREEK SS	92805	1/23/2024	325.00
	Total Paid by Vendor					325.00
	6030-71-00000-526000-00000000-	RS4028688 16	POP 12/07/23-12/18/23 OLD 431/BERKLEY SS	92949	1/30/2024	7,925.00
	Total Paid by Vendor					7,925.00
CRAWFORD ELECTRIC SUPPLY COMPANY LLC	6030-71-00000-526000-00000000-	5012380266.005	NEW TAYLOR RD PS (SOLE SOURCE)	90002576	1/19/2024	470.30
	Total Paid by Vendor					470.30
	6030-71-00000-526000-00000000-	5012380340.004	NEW KNOTT WALLS PS (SOLE SOURCE)	90002608	1/23/2024	470.30
	Total Paid by Vendor					470.30
	6030-71-00000-526000-00000000-	5012380389.004	HAYS FARM 3 PS (SOLE SOURCE)	90002646	1/30/2024	470.30
	Total Paid by Vendor					470.30
HYDRA SERVICE INC	6030-71-00000-526000-00000000-	174851	POP 12/19/23-01/16/24 OLD 431 PS (SOLE SOURCE)	90002655	1/30/2024	3,548.00
	Total Paid by Vendor					3,548.00
	6030-71-00000-526000-00000000-	174909	POP 12/13/23-01/10/24 BURRESS RD SS PROJECT	90002655	1/30/2024	2,193.00
	Total Paid by Vendor					2,193.00
MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	453026	POP 12/26/23 PUMPING-ENGINEERING	92851	1/23/2024	5,741.00
	Total Paid by Vendor					5,741.00
	6030-71-00000-526000-00000000-	453057	POP 12/22/23 PUMPING-ENGINEERING	92851	1/23/2024	4,937.50
	Total Paid by Vendor					4,937.50
	6030-71-00000-526000-00000000-	453090	POP 12/25/23 PUMPING-ENGINEERING	92851	1/23/2024	500.00
	Total Paid by Vendor					500.00
	6030-71-00000-526000-00000000-	453101	POP 1/1/24 PUMPING-ENGINEERING	92851	1/23/2024	500.00
	Total Paid by Vendor					500.00
	6030-71-00000-526000-00000000-	453142	POP 12/29/23 PUMPING-ENGINEERING (BLANKET)	92851	1/23/2024	625.00
	Total Paid by Vendor					625.00
	6030-71-00000-526000-00000000-	453188	POP 1/5/24 PUMPING-ENGINEERING (BLANKET)	92851	1/23/2024	375.00
	Total Paid by Vendor					375.00
	6030-71-00000-526000-00000000-	453270	POP 1/8/23 PUMPING-ENGINEERING (BLANKET)	92851	1/23/2024	500.00
	Total Paid by Vendor					500.00
UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	225727394-004	CHASE CREEK SS EXT (BLANKET) POP:01/01/23-01/15/24	93058	1/30/2024	7,937.50
	Total Paid by Vendor					7,937.50
	6030-71-00000-526000-00000000-	225727395-004	POP: 12/24/23-01/21/24-PUL PIKE GRAV. SERVER IMPROV	93058	1/30/2024	4,242.00
	Total Paid by Vendor					4,242.00
	6030-71-00000-526000-00000000-	228808995-001	POP: 01/04/24-02/01/24-PLUMMER RD GRAVITY EXT	93058	1/30/2024	1,883.00
	Total Paid by Vendor					1,883.00
	Total by Fund 6030					11,553.90

6040	WILMER & LEE PA	6030-71-00000-526000-000000000-	225542345	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	93068	1/30/2024	1,699.50
	Total by Fund 6030	Total Paid by Vendor					1,699.50
	S3BL GENERAL CONTRACTOR LLC	6040-71-00000-526000-000000000-	APPL #1 GOSS RD EXT	POP: 12/01/23-12/30/23-GOSS ROAD SANITARY SEWER	90002673	1/30/2024	46,860.80
	Total Paid by Vendor	Total Paid by Vendor					605,653.55
6050	ECO-TECH INC	6050-76-00000-526000-000000000-	240246	WESTERN AREA WWTP (SOLE SOURCE)	92954	1/30/2024	605,653.55
	Total Paid by Vendor	Total Paid by Vendor					3,070.00
	MARK JOHNSON CONSTRUCTION LLC	6050-76-00000-526000-000000000-	APPL #16 W AREA WWTP	POP: 10/27/23-12/23/23-WESTERN AREA WWTP PH 1	90002658	1/30/2024	1,479,295.65
	Total Paid by Vendor	Total Paid by Vendor					1,479,295.65
	US BANCORP ASSET MANAGEMENT INC	6050-00-00000-515370-000000000-	14062707	POP:12/01-12/31/24 HSY PBA 22 CON FUND RES 22-250	90002685	1/30/2024	1,576.08
	Total Paid by Vendor	Total Paid by Vendor					1,576.08
6200	AMAZON CAPITAL SERVICES INC	6200-55-55200-515340-000000000-	1RRV-M6MW-6NC4	A. WILSON/4205 E. SCHRIMSHER LN/256-883-3998	90002569	1/19/2024	1,483,941.73
	Total Paid by Vendor	Total Paid by Vendor					215.46
	DUTCH OIL COMPANY INC	6200-55-55200-514010-000000000-	CFN-29340	FUELING TRANS DATED 010824	90002578	1/19/2024	3,644.84
		6200-55-55200-514010-000000000-	CFN-29368	FUELING TRANS DATED 010824	90002578	1/19/2024	3,153.67
		6200-55-55200-514010-000000000-	CFN-29399	FUELING TRANS DATED 010824	90002578	1/19/2024	3,969.13
		6200-55-55200-514010-000000000-	CFN-29416	FUELING TRANS DATED 011124	90002578	1/19/2024	3,295.85
		6200-55-55200-514010-000000000-	CFN-29431	FUELING TRANS DATED 011124	90002648	1/30/2024	3,029.51
		6200-55-55200-514010-000000000-	CFN-29464	FUELING TRANS DATED 011324	90002648	1/30/2024	54.41
		6200-55-55200-514010-000000000-	CFN-29658	FUELING TRANS DATED 012024	90002648	1/30/2024	45.11
		6200-55-55200-514010-000000000-	CFN-29683	FUELING TRANS DATED 012324	90002648	1/30/2024	3,952.15
		6200-55-55200-514010-000000000-	CFN-29713	FUELING TRANS DATED 012424	90002648	1/30/2024	4,465.10
	Total Paid by Vendor	Total Paid by Vendor					25,009.77
	ETOWAH CHEMICAL SALES	6200-55-55200-515340-000000000-	630442	APACHE SOAP FOR TRUCK WASH	92813	1/23/2024	600.00
	Total Paid by Vendor	Total Paid by Vendor					600.00
	FITZGERALD PETERBILT III LLC	6200-55-55200-513030-000000000-	05W1821	COM TX 012224/05W1821	92964	1/30/2024	185.00
	Total Paid by Vendor	Total Paid by Vendor					185.00
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-000000000-	RA380010457:01	COM TX 010824/RA3800010457:01	92881	1/23/2024	6,866.60
		6200-55-55200-513030-000000000-	RA380010457:01	COM TX 010824/RA3800010457:01	92881	1/23/2024	8,675.69
		6200-55-55200-513030-000000000-	RA380010557:01	COM TX 010824/RA3800010557:01	92881	1/23/2024	1,372.49
		6200-55-55200-513030-000000000-	RA380010557:01	COM TX 010824/RA3800010557:01	92881	1/23/2024	546.00
		6200-55-55200-513030-000000000-	RA380010557:01	COM TX 010824/RA3800010557:01	92881	1/23/2024	47.79
		6200-55-55200-513030-000000000-	RA380010557:01	COM TX 010824/RA3800010557:01	92881	1/23/2024	65.52
		6200-55-55200-513030-000000000-	RA380010163:01	COM TX 012524/RA3800010163:01	93063	1/30/2024	473.20
		6200-55-55200-513030-000000000-	RA380010163:01	COM TX 012524/RA3800010163:01	93063	1/30/2024	56.78
		6200-55-55200-513030-000000000-	RA380010332:01	COM TX 012524/RA3800010332:01	93063	1/30/2024	9,888.00
		6200-55-55200-513030-000000000-	RA380010332:01	COM TX 012524/RA3800010332:01	93063	1/30/2024	14,687.06
		6200-55-55200-513030-000000000-	RA380010332:01	COM TX 012524/RA3800010332:01	93063	1/30/2024	740.00
	Total Paid by Vendor	Total Paid by Vendor					43,419.13
	GERSHMAN BRICKNER & BRATTON INC	6200-55-55200-515370-000000000-	P230086-0000000000007	POP THRU 12/31/23 SOLID WASTER RATE STUDY	90002616	1/23/2024	1,359.75
	Total Paid by Vendor	Total Paid by Vendor					1,359.75
	HOME DEPOT USA INC	6200-55-55200-515340-000000000-	784998881	JANITORIAL SUPPLIES FOR SANITATION	92971	1/30/2024	108.90
	Total Paid by Vendor	Total Paid by Vendor					108.90
	HON GROUP	6200-55-55200-515340-000000000-	2202675	OFC FURNITURE-PWS SANITATION	92829	1/23/2024	29,140.20
	Total Paid by Vendor	Total Paid by Vendor					29,140.20
	INGRAM EQUIPMENT CO LLC	6200-55-55200-513030-000000000-	W00478	COM TX 010424/W00478	90002585	1/19/2024	8,177.80
		6200-55-55200-513030-000000000-	W00478	COM TX 010424/W00478	90002585	1/19/2024	110.88
	Total Paid by Vendor	Total Paid by Vendor					8,288.68
	JAMES R HALL	6200-55-55200-513030-000000000-	63408	COM TX 011124/63408	93022	1/30/2024	375.00
	Total Paid by Vendor	Total Paid by Vendor					375.00
	JC TRUCK REPAIR	6200-55-55200-513030-000000000-	02054	COM TX 011124/02054	92983	1/30/2024	2,970.00
		6200-55-55200-513030-000000000-	02054	COM TX 011124/02054	92983	1/30/2024	4,421.38
		6200-55-55200-513030-000000000-	02054	COM TX 011124/02054	92983	1/30/2024	65.00
		6200-55-55200-513030-000000000-	02054	COM TX 011124/02054	92983	1/30/2024	185.00
	Total Paid by Vendor	Total Paid by Vendor					7,641.38
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-000000000-	254039	NAPA TRX DATE 010224	92846	1/23/2024	26.06
		6200-55-55200-513030-000000000-	254039	NAPA TRX DATE 010224	92846	1/23/2024	22.02
		6200-55-55200-513030-000000000-	254039	NAPA TRX DATE 010224	92846	1/23/2024	26.06
		6200-55-55200-513030-000000000-	254039	NAPA TRX DATE 010224	92846	1/23/2024	40.70

	6200-55-55200-513030-00000000-	4230008290	COM TX 011124/4230008290	90002636	1/30/2024	7500
	6200-55-55200-513030-00000000-	4230008290	COM TX 011124/4230008290	90002636	1/30/2024	3300
	6200-55-55200-513030-00000000-	4230008291	COM TX 011124/4230008291	90002636	1/30/2024	7500
	6200-55-55200-513030-00000000-	4230008291	COM TX 011124/4230008291	90002636	1/30/2024	3300
	6200-55-55200-513030-00000000-	4230008292	COM TX 011124/4230008292	90002636	1/30/2024	3300
	6200-55-55200-513030-00000000-	4230008295	COM TX 011124/4230008295	90002636	1/30/2024	2800
	Total Paid by Vendor					1,248.00
STRICKLAND COMPANIES	6200-55-55200-51340-00000000-	HU973798-00	COPY PAPER FOR SANITATION	93040	1/30/2024	266.82
TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	9080110	COM TX 012224/9080110	90002680	1/30/2024	3,150.00
Total Paid by Vendor						3,150.00
THE WW WILLIAMS COMPANY LLC	6200-55-55200-513030-00000000-	072W18810	COM TX 012224/072W18810	93077	1/30/2024	8,223.25
	6200-55-55200-513030-00000000-	072W18810	COM TX 012224/072W18810	93077	1/30/2024	4,305.00
	6200-55-55200-513030-00000000-	072W18810	COM TX 012224/072W18810	93077	1/30/2024	687.91
Total Paid by Vendor						13,216.16
THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTCL-0984913	COM TX 011124/TTCL-0984913	93045	1/30/2024	5,714.33
WH THOMAS OIL CO INC	6200-55-55200-514010-00000000-	467824	HYDRAULIC OIL FOR PWS SANITATION (BLANKET)	90002689	1/30/2024	4,049.89
Total Paid by Vendor						4,049.89
Total by Fund 6200						159,629.98
BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	221,194.83
	7000-16-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	25,156.66
	7000-16-00000-517025-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	2,113.62
	7000-16-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	932.09
	7000-16-00000-517015-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	-1,059.81
	7000-16-00000-517020-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	6.96
	7000-16-00000-517010-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	14,791.50
	7000-00-00000-425139-00000000-	HEALTH CLMS 1/8-1/12	POP: 1/8/24-1/12/24 HEALTH CLAIMS	90002572	1/19/2024	-206,555.13
	7000-16-00000-517010-00000000-	HEALTH CLMS 1/15-19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	32,847.94
	7000-16-00000-517015-00000000-	HEALTH CLMS 1/15-19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	32,581.75
	7000-16-00000-517025-00000000-	HEALTH CLMS 1/15-19	POP: 1/15/24-1/19/24 HEALTH CLAIMS	90002606	1/23/2024	39.18
	7000-16-00000-517020-00000000-	GROUP INV 2-1-24	POP: 2/1/24-3/1/24 GROUP INVOICE	90002605	1/23/2024	13,495.06
	7000-16-00000-517010-00000000-	HEALTH CLMS 1/22-26	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	40,985.26
	7000-16-00000-517015-00000000-	HEALTH CLMS 1/22-26	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	38,339.43
	7000-16-00000-517025-00000000-	HEALTH CLMS 1/22-26	POP: 1/22/24-1/26/24 HEALTH CLAIMS	90002638	1/30/2024	3.63
Total Paid by Vendor						214,872.97
Total by Fund 7000						214,872.97
Grand Total						17,080,241.14

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-000000000-	92927	1/30/2024	013024A	15,000.00	BLACKWELL LAW FIRM
	0001-00-00000-110004-000000000-	93035	1/30/2024	013024A	10,860.00	SOLID WASTE DISPOSAL AUTHORITY
	0001-00-00000-110004-000000000-	92933	1/30/2024	013024A	9,000.00	CHRISTOPHER L BURRELL
2 REFUND PAYMENTS	0001-00-00000-110004-000000000-	93018	01/30/2024	013024A	500.00	SETH W. ROBINSON
	0001-00-00000-110004-000000000-	93017	01/30/2024	013024A	636.00	SAHLINAH CAPRICIA REED
	0001-00-00000-110004-000000000-	93016	01/30/2024	013024A	636.00	JENNA M. RHODES
	0001-00-00000-110004-000000000-	93015	01/30/2024	013024A	1,000.00	ERNEST L. JOHNSON
	0001-00-00000-110004-000000000-	93014	01/30/2024	013024A	1,000.00	ERNEST L. JOHNSON
	0001-00-00000-110004-000000000-	93013	01/30/2024	013024A	636.00	DARIUS A. REDMOND
	0001-00-00000-110004-000000000-	92865	01/23/2024	012324A	50,000.00	QUADRANT CONSTRUCTORS, LLC
	0001-00-00000-110004-000000000-	92864	01/23/2024	012324A	25,000.00	DONNY HENDRIX
	0001-00-00000-110004-000000000-	92863	01/23/2024	012324A	15,900.00	ARBORS AT RIVER LANDING, LLC
	0001-00-00000-110004-000000000-	92862	01/23/2024	012324A	37.50	DAVID YARBROUGH
	0001-00-00000-110004-000000000-	92861	01/23/2024	012324A	36.39	JANICE MCNAMARA
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-000000000-					
	0001-00-00000-110004-000000000-					

PRJ 01/17/24 - 01/30/24

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	Grand Total
Row Labels	DT FUND	01/26/24	
101000	1000	\$4,498,071.26	\$4,498,071.26
101005	1005	(\$1,302,670.65)	(\$1,302,670.65)
102000	2000	\$201,867.83	\$201,867.83
102100	2100	\$56,430.72	\$56,430.72
102500	2500	\$4,827.54	\$4,827.54
103900	3900	\$26,490.43	\$26,490.43
103910	3910	\$54,081.47	\$54,081.47
103930	3930	\$41,301.81	\$41,301.81
106000	6000	\$459,680.57	\$459,680.57
106200	6200	\$315,108.74	\$315,108.74
110004	IONS	(\$4,355,189.72)	(\$4,355,189.72)
Grand Total		\$0.00	\$0.00



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1128

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, East of Holladay Road, Inverness Springs Phase 2 Subdivision.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: East of Holladay Road, Inverness Springs Phase 2 Subdivision

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3825

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, East of Holladay Road, Inverness Springs Phase 2 Subdivision.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: East of Holladay Road, Inverness Springs Phase 2 Subdivision

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

Additional Comments:

ORDINANCE NO. 24-_____

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

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

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

STATE OF ALABAMA

COUNTY OF LIMESTONE

QUITCLAIM DEED

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

Drainage Easement Vacation Legal Description:

COMMENCING AT A CAPPED ½ INCH REBAR STAMPED "MORELL CA-742-LS" LOCATED AT THE SOUTHEAST CORNER OF LOT 65 OF THE FINAL PLAT OF INVERNESS SPRINGS, PHASE 2 AS RECORDED IN PLAT BOOK K, PAGES 370-372 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 00 DEGREES 37 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 266.27 FEET TO A CAPPED ½ INCH REBAR STAMPED "MORELL CA-742-LS";

THENCE RUN SOUTH 89 DEGREES 51 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 839.34 FEET TO A CAPPED ½ INCH REBAR STAMPED "MORELL CA-742-LS";

THENCE RUN SOUTH 75 DEGREES 37 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 63.98 FEET TO A CAPPED ½ INCH REBAR STAMPED "MORELL CA-742-LS";

THENCE RUN NORTH 88 DEGREES 55 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 252.49 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 53.47 FEET TO A POINT;

THENCE RUN NORTH 80 DEGREES 04 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 89.59 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 477.20 FEET TO A POINT;

THENCE RUN NORTH 89 DEGREES 22 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 387.58 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 190.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 125.00 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 140.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 137.50 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 140.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 246.68 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 120.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 121.60 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 90.00 FEET TO A POINT;

THENCE RUN NORTH 89 DEGREES 22 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 121.60 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 330.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 304.00 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 175.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 121.60 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 175.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 243.20 FEET TO A POINT;

THENCE RUN NORTH 00 DEGREES 37 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 175.00 FEET TO A POINT;

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 75.08 FEET TO A POINT;

THENCE RUN SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO A CAPPED ½ INCH REBAR STAMPED "MORELL CA-742-LS";

THENCE RUN SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 200.00 FEET AND BACK TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 8.79 ACRES +/-.

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

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 8th day of February, 2024.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)

COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the 8th day of February, 2024.

Notary Public

THIS INSTRUMENT PREPARED BY:
Morell Engineering, Inc.
711 East Hobbs Street
Athens, Alabama 35611

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024 .

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1129

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easements, 1658 Zierdt Road, Cambridge Subdivision Phase 4.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 1658 Zierdt Road, Cambridge Subdivision Phase 4

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3826

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of Utility and Drainage Easements, 1658 Zierdt Road, Cambridge Subdivision Phase 4.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 1658 Zierdt Road, Cambridge Subdivision Phase 4

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

Additional Comments:

ORDINANCE NO. 24-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicant has represented to the City of Huntsville that **Titanite Zierdt Owner, LLC**, is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

QUITCLAIM DEED

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

SEE EXHIBITS A and B ATTACHED HERETO.

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

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its City Clerk, this the 8th day of February, 2024.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards
City Clerk

STATE OF ALABAMA)
):
COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the 8th day of February, 2024.

Notary Public

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

EXHIBIT A

STATE OF ALABAMA)
MADISON COUNTY)

10' PUBLIC UTILITY AND DRAINAGE EASEMENT #1 TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT A1 OF THE FINAL PLAT OF "CAMBRIDGE SUBDIVISION, PHASE 4" AS RECORDED IN PLAT BOOK 2022 PAGE 87, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND ALSO BEING LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON PIN (GMC) MARKING THE SOUTHERNMOST CORNER OF TRACT A1 OF SAID CAMBRIDGE SUBDIVISION, PHASE 4 (PB 2022 PG 87) AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF ZIERDT ROAD (PUBLIC R.O.W.), THENCE, ALONG SAID MARGIN, NORTH 52 DEGREES 45 MINUTES 47 SECONDS EAST, 815.34 FEET TO A 5/8 INCH CAPPED IRON PIN (2 THE POINT CA 00122 LS); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7974.10 FEET, AN ARC LENGTH OF 361.67 FEET, A CHORD BEARING OF NORTH 51 DEGREES 28 MINUTES 05 SECONDS EAST, 361.64 FEET TO A 5/8 INCH CAPPED IRON PIN (2 THE POINT CA 00122 LS); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 817.91 FEET, AN ARC LENGTH OF 485.34 FEET, A CHORD BEARING OF NORTH 33 DEGREES 10 MINUTES 16 SECONDS EAST, 478.25 FEET TO A 5/8 INCH CAPPED IRON PIN (2 THE POINT CA 00122 LS); THENCE, LEAVING SAID MARGIN, SOUTH 89 DEGREES 06 MINUTES 10 SECONDS WEST, 15.71 FEET TO A 1/2 INCH CAPPED IRON PIN (GMC) AND POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,503,602.22', EAST: 389,923.61';

THENCE, FROM THE POINT OF BEGINNING, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 802.92 FEET, AN ARC LENGTH OF 10.44 FEET, A CHORD BEARING OF SOUTH 16 DEGREES 52 MINUTES 25 SECONDS WEST, 10.44 FEET TO A POINT; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST, 571.38 FEET TO A POINT; THENCE NORTH 01 DEGREE 37 MINUTES 14 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, 574.13 FEET TO THE POINT OF BEGINNING. CONTAINING 0.13 ACRES (5,728 SQUARE FEET), MORE OR LESS.

STATE OF ALABAMA)
MADISON COUNTY)

10' PUBLIC UTILITY AND DRAINAGE EASEMENT #2 TO BE VACATED

A PARCEL OF LAND BEING A PORTION OF TRACT A1 OF THE FINAL PLAT OF "CAMBRIDGE SUBDIVISION, PHASE 4" AS RECORDED IN PLAT BOOK 2022 PAGE 87, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND ALSO BEING LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON PIN (GMC) MARKING THE SOUTHERNMOST CORNER OF TRACT A1 OF SAID CAMBRIDGE SUBDIVISION, PHASE 4 (PB 2022 PG 87) AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF ZIERDT ROAD (PUBLIC R.O.W.), THENCE, LEAVING SAID MARGIN, NORTH 01 DEGREE 54 MINUTES 18 SECONDS EAST, 472.99 FEET TO A 1/2 INCH CAPPED IRON PIN (GMC); THENCE NORTH 01 DEGREE 54 MINUTES 18 SECONDS EAST, 160.45 FEET TO A 5/8 INCH CAPPED IRON PIN (2 THE POINT CA 00122 LS); THENCE NORTH 10 DEGREES 06 MINUTES 28 SECONDS EAST, 175.53 FEET TO A 5/8 INCH CAPPED IRON PIN (SMITH); THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST, 264.75 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 01 DEGREE 49 MINUTES 53 SECONDS EAST, 315.15 FEET TO A 5/8 INCH CAPPED IRON PIN (SMITH); THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, 59.31 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,503,603.84', EAST: 389,131.61';

THENCE, FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, 202.86 FEET TO A POINT; THENCE SOUTH 01 DEGREE 37 MINUTES 14 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST, 202.58 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTE 35 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.05 ACRES (2,027 SQUARE FEET), MORE OR LESS.

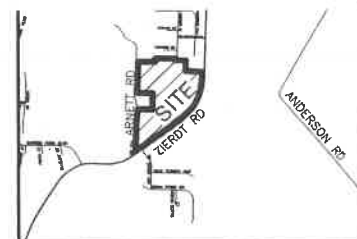
STATE OF ALABAMA)
MADISON COUNTY)

10' PUBLIC UTILITY AND DRAINAGE EASEMENT #3 TO BE VACATED

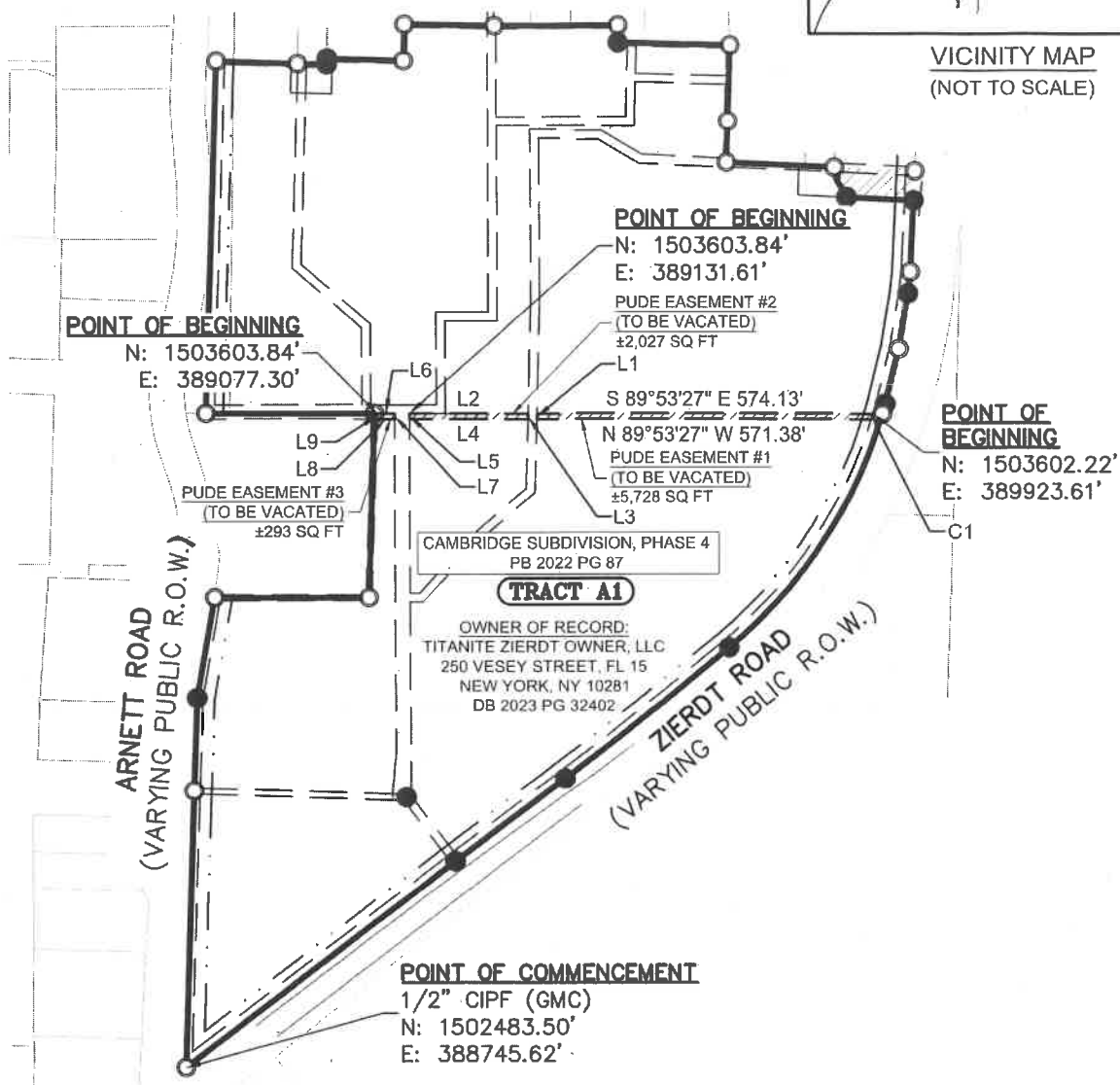
A PARCEL OF LAND BEING A PORTION OF TRACT A1 OF THE FINAL PLAT OF "CAMBRIDGE SUBDIVISION, PHASE 4" AS RECORDED IN PLAT BOOK 2022 PAGE 87, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND ALSO BEING LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON PIN (GMC) MARKING THE SOUTHERNMOST CORNER OF TRACT A1 OF SAID CAMBRIDGE SUBDIVISION, PHASE 4 (PB 2022 PG 87) AND LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF ZIERDT ROAD (PUBLIC R.O.W.), THENCE, LEAVING SAID MARGIN, NORTH 01 DEGREE 54 MINUTES 18 SECONDS EAST, 472.99 FEET TO A 1/2 INCH CAPPED IRON PIN (GMC); THENCE NORTH 01 DEGREE 54 MINUTES 18 SECONDS EAST, 160.45 FEET TO A 5/8 INCH CAPPED IRON PIN (2 THE POINT CA 00122 LS); THENCE NORTH 10 DEGREES 06 MINUTES 28 SECONDS EAST, 175.53 FEET TO A 5/8 INCH CAPPED IRON PIN (SMITH); THENCE SOUTH 89 DEGREES 53 MINUTES 02 SECONDS EAST, 264.75 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 01 DEGREE 49 MINUTES 53 SECONDS EAST, 315.15 FEET TO A 5/8 INCH CAPPED IRON PIN (SMITH); THENCE SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND HAVING STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1,503,603.84', EAST: 389,077.30';

THENCE, FROM THE POINT OF BEGINNING, SOUTH 89 DEGREES 53 MINUTES 27 SECONDS EAST, 29.31 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTE 35 SECONDS EAST, 10.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 53 MINUTES 27 SECONDS WEST, 29.63 FEET TO A POINT; THENCE NORTH 01 DEGREE 49 MINUTES 53 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES (293 SQUARE FEET), MORE OR LESS.

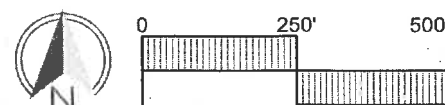


VICINITY MAP
(NOT TO SCALE)



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N 1°37'14" E	10.00'
L2	S 89°53'27" E	202.86'
L3	S 1°37'14" W	10.00'
L4	N 89°53'27" W	202.58'
L5	N 0°01'35" W	10.00'
L6	S 89°53'27" E	29.31'
L7	S 0°01'35" E	10.00'
L8	N 89°53'27" W	29.63'
L9	N 1°49'53" E	10.00'

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	10.44'	802.92'	0°44'43"	S 16°52'25" W	10.44'



DRAWN BY: JCB FIELD CREW: BJ FIELD DATE: 06.27.22 OFFICE DATE: 11.02.23 CHECKED BY: ASM SHEET: 1 OF 1 JOB NO: 21.158	EASEMENT VACATION EXHIBIT TRACT A1 CAMBRIDGE SUB, PH 4 CITY OF HUNTSVILLE, ALABAMA SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 WEST	
--	--	--

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024 .

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1130

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Thornton Acres, 2702 Day Road.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: \$ NA

Total Cost: \$ NA

Special Circumstances:

Grant Funded: \$ NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 2702 Day Road

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3838

Department: Legal

Subject:

Type of Action: Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 1, Thornton Acres, 2702 Day Road.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: \$ NA

Total Cost: \$ NA

Special Circumstances:

Grant Funded: \$ NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 2702 Day Road

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

Additional Comments:

ORDINANCE NO. 24-_____

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

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

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

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN
PERFORMED IN CONNECTION WITH
THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF HUNTSVILLE, an Alabama municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Michael McCurry and Tracy McCurry, husband and wife, 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.

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

IN WITNESS WHEREOF, the City of Huntsville, has caused this instrument to be duly executed by its Mayor and City Clerk, pursuant to Ordinance No: 24- _____, as of this the 8th day of February, 2024.

CITY OF HUNTSVILLE, an Alabama municipal
corporation

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

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

Given under my hand and official seal this 8th day of February, 2024.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Alysabeth Brown
2 The Point Incorporated
8624 Memorial Parkway SW
Huntsville, Alabama 35802
Ph: 256-539-9426

EXHIBIT "A"
(Easement to be Vacated)

STATE OF ALABAMA
MADISON COUNTY

A 5 FOOT EASEMENT LOCATED ON LOT 1 OF THE FINAL PLAT OF "A RESUBDIVISION OF LOTS 2, 3, AND 4, BLOCK 3 OF THORNTON ACRES AS RECORDED IN PLAT BOOK 1, PAGE 231, LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1, THENCE NORTH 24 DEGREES 57 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 5.49 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 24 DEGREES 57 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 167.47 FEET TO A POINT; THENCE, SOUTH 62 DEGREES 35 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE, SOUTH 24 DEGREES 57 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 164.99 FEET TO A POINT; THENCE, NORTH 89 DEGREES 24 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 5.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.02 ACRES (831 SQUARE FEET) MORE OR LESS.

Ordinance No. 24-_____ (Cont.)

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024 .

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1124

Department: City Council

Subject:

Type of Action: Introduction

Introduction of Ordinance authorizing the Mayor to establish the Huntsville Sustainability Commission.
(Introduced January 25, 2024, Regular Council Meeting)

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

ORDINANCE NO. 24-63

WHEREAS, the City of Huntsville has affirmed a commitment to supporting sustainability in policy and practice; and

WHEREAS, the City had completed the “Green 13” Report in 2012, with the goal of identifying strategies to support more sustainable development in the region; and,

WHEREAS, the City completed an update to that report in April 2023, entitled the “Huntsville Environmental Sustainability Committee – Report to the Mayor”; and

WHEREAS, a core recommendation from that Report was the establishment of a “Sustainability Commission”, to bring a diverse group of advocates and industry experts together with the goal of advancing and enacting elements of the Report; and

WHEREAS, a Sustainability Commission composed of a wide range of people from various industries that work within or impact the field of sustainability would guide the implementation of the strategies outlined in the Report, and establish the City as a national leader in sustainable practices and businesses;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that there is hereby created and established in the City of Huntsville a commission to be known as the City of Huntsville, Alabama, Sustainability Commission (“Huntsville Sustainability Commission”) which shall consist of eleven (11) regular members. All eleven members will be appointed by the Mayor. The appointment of members upon expiration of their initial terms shall be as described in Section 1(b) herein. The Huntsville Sustainability Commission shall also include non-voting *ex officio* members as described in Section 2 herein. The Huntsville Sustainability Commission shall be organized and governed as hereinafter provided:

1. Membership:

(a) Of the regular members first appointed, six (6) members shall serve initial terms of four (4) years, and five (5) members shall serve initial terms of two (2) years. Vacancies shall be filled for unexpired terms in the manner in which original appointments are made. The terms of all appointed members next appointed after the expiration of the original terms shall be four (4) years. Members may be appointed to one additional term upon the expiration of their initial term on the Board.

(b) All members shall be appointed by the Mayor, and the initial terms shall be as follows:

6 members (initial term)	2023—2027
5 members (initial term)	2023—2025
5 members (full term)	2025—2027
6 members (full term)	2027-2031

(c) An appointee shall cease to be a member of the Board upon the appointee's death or resignation. Appointments to fill any vacancies on the committee shall be made only for the unexpired portion of the term so vacated.

(e) Members shall receive no compensation whatsoever for their services, nor shall they receive compensation or per diem for attending meetings; provided, however, that actual and necessary expenses, in amounts no greater than those appropriated by the City Council, incurred in the performance of their duties, may be paid.

2. The following City employees or their designees shall serve as non-voting, *ex officio* members of the Board.

The Office of the Mayor;
Director of Communications;
Director of Engineering;
Director of Inspections;
Director of Landscape Management;
Director of Natural Resources;
Director of Water Pollution Control;
Manager of Urban and Long-Range Planning;

An *Ex officio* member shall not be eligible to serve as an officer of the Board.

3. Quorum Action by Board – Five (6) regular members of the Huntsville Sustainability Commission shall constitute a quorum for the transaction of business. No member shall act in any case in which he or she has a personal interest. Actions by the Commission shall be by majority of those present.

4. The Huntsville Sustainability Commission shall hold regularly-scheduled quarterly meetings at such time and place within the city as it may determine; the Commission may meet more or less frequently if needed, or as a function of sub-committees.

5. The goals of the Huntsville Sustainability Commission are as follows:

- Review, refine, and implement the recommendations from the Report;
- Suggest additional strategies as appropriate, and with the Mayor's assent;
- Facilitate partnerships among public and private entities that might help realize the vision of the Report;
- Keep the report current, based on changing technology and best practices.

6. The Huntsville Sustainability Commission shall have the following duties:

- Performing research and providing guidance to the City and outside industry with regard to policies and projects;
- Assisting with and supporting Industry Development;
- Conducting Strategic Planning exercises for various initiatives;

- Participating in promotional efforts for sustainable practices;
- Liaising with complementary sustainability organizations.

7. At the first meeting of the Huntsville Sustainability Commission, the members shall elect one of its number as the chairperson, one of its number as vice-chair and one of its number as secretary. Thereafter, the commission shall bi-annually elect from among its number a chairman and vice-chair and secretary and such other officers as it may from time to time determine necessary and appropriate for the conduct of commission proceedings. The Huntsville Sustainability Commission may also create from among its members sub-committees as it deems appropriate to further the accomplishment of its goals and duties and may further create bylaws as appropriate.

ORDINANCE NO. 24-63 (Cont.)

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1120

Department: Human Resources

Subject:

Type of Action: Introduction

Introduction of an Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/25/2024

File ID: TMP-3815

Department: Human Resources

Subject:

Type of Action: Introduction

Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. 24-

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

Section 1. The position of Music Office Programs Coordinator is hereby created and classified at a salary grade 15.

Section 2. The position of Building Inspector II is hereby created and classified at a salary grade 16.

Section 3. The position of Electrical Inspector II is hereby created and classified at a salary grade 16.

Section 4. The position of Gas & Mechanical Inspector II is hereby created and classified at a salary grade 16.

Section 5. The position of Plumbing Inspector II is hereby created and classified at a salary grade 16.

Section 6. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1121

Department: Human Resources

Subject:

Type of Action: Introduction

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

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

NA



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/25/2024

File ID: TMP-3816

Department: Human Resources

Subject:

Type of Action: Introduction

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

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

NA

ORDINANCE NO. 24-

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

In the Planning department, add one (1) regular, full-time Music Office Programs Coordinator position, grade 15.

ADOPTED this the ____ day of _____, 2024.

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

APPROVED this the ____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1131

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3840

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Varies.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24 - _____

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

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

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1132

Department: Finance

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: See additional comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilizes by various departments.

Update of Bids:

Covetrus - Animal Drugs and Supplies (Animal Services)



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3842

Department: Finance

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: See additional comments below.

City Cost Amount: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilizes by various departments.

Update of Bids:

Covetrus - Animal Drugs and Supplies (Animal Services)

RESOLUTION NO. 24- _____

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 of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Covetrus	Animal Drugs and Supplies	One Year W/Extensions

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Erin Motes **DATE:** 1/25/24
FROM: Stefany McBride **DEPT:** Animal Services
BID #: 21-2024-50 **COMMODITY/SERVICE:** Animal Drugs and Supplies

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Covetrus

RECOMMENDATION: The City of Huntsville awards the bid to Covetrus for lowest bidder and for percentage discounted.

DESCRIPTION	PRICE	UOM	COMMENT
HW TEST K9	391.80	100 CT	
K9 NOBIVAC DAPPV	129.50	25 CT	
K9 NOBIVAC INTRATR 3	126.25	25 CT	
FEL NOBIVAC HCP	105.25	25CT	
RABIES NOBIVAC 1 YEAR	117.50	50 CT	
RIMADYL CHEW TABS 25MG	175.60	180 CT	
RIMADYL CHEW TAB 100MG	266.20	180 CT	

INITIAL PURCHASE: As needed
FUNDING SOURCE: 1000-50-00000-515161-0000000
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.

Virgie Graham 1/25/24
 Department Head Date
[Signature] 1.25.2024
 Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1133

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/a

Location: (list below)

Address: N/A

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

Additional Comments:

Donations for the Cemetery department for the upkeep of Maple Hill Cemetery for a total of \$860.00 from the following:

John Grayson	\$100.00
Judy Perszyk	50.00
Judith Edmondson	25.00
James Rhoades	25.00
Kathy Ogle	25.00

Kristi Martin	150.00
Andy Roberts	100.00
Sue Shelton	25.00
Anonymous	20.00
Billie Barbee	100.00
Mary Brown	200.00
Anonymous	40.00



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3841

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/a

Location: (list below)

Address: N/A

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

Additional Comments:

Donations for the Cemetery department for the upkeep of Maple Hill Cemetery for a total of \$860.00 from the following:

John Grayson	\$100.00
Judy Perszyk	50.00
Judith Edmondson	25.00
James Rhoades	25.00
Kathy Ogle	25.00

Kristi Martin	150.00
Andy Roberts	100.00
Sue Shelton	25.00
Anonymous	20.00
Billie Barbee	100.00
Mary Brown	200.00
Anonymous	40.00

RESOLUTION NO. 24 - _____

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

Donations for the Cemetery department for the upkeep of Maple Hill Cemetery for a total of \$860.00 from the following:

John Grayson	\$100.00
Judy Perszyk	50.00
Judith Edmondson	25.00
James Rhoades	25.00
Kathy Ogle	25.00
Kristi Martin	150.00
Andy Roberts	100.00
Sue Shelton	25.00
Anonymous	20.00
Billie Barbee	100.00
Mary Brown	200.00
Anonymous	40.00

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 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1134

Department: Finance

Subject:

Type of Action: Approval/Action

Ordinance amending Budget Ordinance No. 23-762, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$50,000.00 - Establish an appropriation to The Arts Council, Inc. funded from fund balance to manage The Moon arts facilities per Resolution 23-620.

\$3,000.00 - Establish an appropriation to The Huntsville City Schools - High School Band Programs funded from the Music Office to help pay for expenses incurred by various programs due to their participation in City sponsored and community events.

\$32,000.00 - Increase Office of Diversity, Equity, and Inclusion department personnel appropriation funded

from fund balance for ten paid internship positions.

\$500,000.00 - Increase Engineering department operating capital appropriation for Sanitary Sewer Projects funded by a transfer from the 2014 Capital Improvements Fund.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3804

Department: Finance

Subject:

Type of Action: Approval/Action

Ordinance amending Budget Ordinance No. 23-762, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: See comments below.

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$50,000.00 - Establish an appropriation to The Arts Council, Inc. funded from fund balance to manage The Moon arts facilities per Resolution 23-620.

\$3,000.00 - Establish an appropriation to The Huntsville City Schools - High School Band Programs funded from the Music Office to help pay for expenses incurred by various programs due to their participation in City sponsored and community events.

\$32,000.00 - Increase Office of Diversity, Equity, and Inclusion department personnel appropriation funded

from fund balance for ten paid internship positions.

\$500,000.00 - Increase Engineering department operating capital appropriation for Sanitary Sewer Projects funded by a transfer from the 2014 Capital Improvements Fund.

ORDINANCE NO. 24 – _____

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

In the GENERAL FUND:

Establish an appropriation to The Arts Council, Inc. in the amount of \$50,000.00 funded from fund balance to manage The Moon arts facilities per Resolution 23-620.

Establish an appropriation to The Huntsville City Schools - High School Band Programs in the amount of \$3,000.00 funded from the Music Office to help pay for expenses incurred by various programs due to their participation in City sponsored and community events.

Increase Office of Diversity, Equity, and Inclusion department personnel appropriation in the total amount of \$32,000.00 funded from fund balance for ten paid internship positions.

In the WPC 2005 ECONOMIC DEVELOPMENT FUND:

Increase Engineering department operating capital appropriation in the total amount of \$500,000.00 for Sanitary Sewer Projects funded by a transfer from the 2014 Capital Improvements Fund.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1135

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving transfer of funds from City Council department to Administration/Diversity, Equity & Inclusion.

Ordinance No.

Finance Information:

Account Number: 1000-11-11100-515370-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$5,000.00 - Transfer to the Office of Diversity, Equity, and Inclusion division to distribute funds to Huntsville Revisited Museum and The University of Alabama in Huntsville to support community events in celebration of Black History Month.

From City Council Department - Outside Professional Agencies



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3861

Department: City Council

Subject:

Type of Action: Approval/Action

Ordinance approving transfer of funds from City Council department to Administration/Diversity, Equity & Inclusion.

Ordinance No.

Finance Information:

Account Number: 1000-11-11100-515370-00000000-

City Cost Amount: \$ 5,000.00

Total Cost: \$ 5,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$5,000.00 - Transfer to the Office of Diversity, Equity, and Inclusion division to distribute funds to Huntsville Revisited Museum and The University of Alabama in Huntsville to support community events in celebration of Black History Month.

From City Council Department - Outside Professional Agencies

ORDINANCE NO. 24 – _____

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

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

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

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 23-762, adopted and approved on September 28, 2023, is hereby amended, if appropriate, by the following approved purchases:

City Council

\$5,000.00 – Transfer to the Office of Diversity, Equity, and Inclusion division to distribute funds to Huntsville Revisited Museum and The University of Alabama in Huntsville to support community events in celebration of Black History Month.

From City Council Department – Outside Professional Agencies

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1136

Department: City Council

Subject:

Type of Action: Approval/Action

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

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-00000000-

City Cost Amount: \$ 20,000.00

Total Cost: \$ 20,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$10,000.00 - Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women to support an Artificial Intelligence and Machine Learning program.

\$10,000.00 - Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3843

Department: City Council

Subject:

Type of Action: Approval/Action

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

Ordinance No.

Finance Information:

Account Number: 3020-11-11500-00000000-

City Cost Amount: \$ 20,000.00

Total Cost: \$ 20,000.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

\$10,000.00 - Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women to support an Artificial Intelligence and Machine Learning program.

\$10,000.00 - Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.

ORDINANCE NO. 24 – _____

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

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

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

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 23-762, adopted and approved on September 28, 2023, is hereby amended, if appropriate, by the following approved purchases:

District 5 – Meredith

\$10,000.00 – Appropriation to Greater Huntsville Area Chapter of National Coalition of 100 Black Women to support an Artificial Intelligence and Machine Learning program.

\$10,000.00 – Appropriation to CNI Solutions to support the implementation of financial literacy programs and creation of other transformative opportunities for underserved communities.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1137

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville, Alabama and the Huntsville-Madison County Airport Authority.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-

City Cost Amount: \$200,000.00

Total Cost: \$200,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Contract is for continued support and growth of the master plan for economic development.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1137

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville, Alabama and the Huntsville-Madison County Airport Authority.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-530000-BUDGET01-

City Cost Amount: \$200,000.00

Total Cost: \$200,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Contract is for continued support and growth of the master plan for economic development.

RESOLUTION NO. 24-

BE IT RESOLVED that the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Memorandum of Understanding between the City of Huntsville, Alabama and the Huntsville-Madison County Airport Authority, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as a “Memorandum of Understanding between the City of Huntsville, Alabama and the Huntsville-Madison County Airport Authority,” consisting of two (2) pages and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation (the "City") and the HUNTSVILLE-MADISON COUNTY AIRPORT AUTHORITY, an Alabama public non-profit corporation (the "Airport Authority"). This MOU is effective as of the 8th day of February, 2024.

WHEREAS, the Airport Authority is responsible for the operation of the Huntsville International Airport Air Cargo Center and International Intermodal Center; and the Jetplex Industrial Park; and

WHEREAS, The International Intermodal Center located in the Port of Huntsville Global Logistics Park, provides a single hub location specializing in receiving, transferring, storing, and distributing international and domestic cargo via air, rail, and highway; and

WHEREAS, the Huntsville air cargo market is served by domestic and international all-cargo carriers operating out of the International Intermodal Center with weekly international nonstop service available to Europe; Hong Kong; Shanghai; and Sao Paulo, Brazil; and

WHEREAS, the Huntsville International Airport's current industrial properties have and continue to provide new jobs and expanded tax base; and

WHEREAS, the continued growth and expansion of industrial opportunities within the Airport Authority footprint is integral to the continuing economic growth of Huntsville; and

WHEREAS, both the City and the Airport Authority desire to continue to make capital investments to create new jobs and expand the Huntsville tax base; and

WHEREAS, the City desires to make a one-time grant of \$200,000.00 to the Airport Authority to continue the expansion of the Airport Master Plan such to expand economic development opportunities for the City; and

WHEREAS, this one-time grant will provide a public benefit of general application to the City of Huntsville.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein the City and the Airport Authority agree as follows:

1. **One-Time Payment**. The City shall pay the Airport Authority a one-time lump sum payment of Two Hundred Thousand Dollars (\$200,000.00). The payment shall be made within thirty (30) days of the execution of this Memorandum of Understanding by both parties.
2. **Use of Funds**. The Airport Authority shall use these funds exclusively for the expansion of economic development objectives of the Authority and the recruitment of new

President of the City Council of the City
of Huntsville, AL
Date: February 8, 2024

industrial users that will create new jobs and investments within the Huntsville International Airport's assets. The funds shall be utilized within one year of the execution of this Memorandum of Understanding by both parties. Any funds not used as agreed upon herein shall be returned to the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

THE CITY OF HUNTSVILLE

**HUNTSVILLE-MADISON COUNTY
AIRPORT AUTHORITY**

By: _____
Tommy Battle

By: _____

Its: _____
Mayor

Its: _____



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1138

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Pettus Plumbing & Piping, Inc. for the Art Museum HVAC Renovation.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-523020-00000000

City Cost Amount: \$3,493,320.00

Total Cost: \$3,493,320.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 300 Church Street

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

Additional Comments:

Work to include chiller replacement (2) modular air handling units (4) Dx split systems, boiler, hydronic piping systems and partial roof replacement, full BAS controls upgrade and associated electrical work.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3832

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Fixed Price Agreement between the City of Huntsville and Pettus Plumbing & Piping, Inc. for the Art Museum HVAC Renovation.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-523020-00000000

City Cost Amount: \$3,493,320.00

Total Cost: \$3,493,320.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 300 Church Street

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

Additional Comments:

Work to include chiller replacement (2) modular air handling units (4) Dx split systems, boiler, hydronic piping systems and partial roof replacement, full BAS controls upgrade and associated electrical work.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a fixed price agreement by and between the City of Huntsville and Pettus Plumbing & Piping, Inc. for the Art Museum HVAC Renovation, located at 300 Church Street SW, Huntsville, Alabama in the amount of

\$3,464,700.00 - Base Bid

Three Million Four Hundred Sixty-Four Thousand Seven Hundred Dollars and No/100s

\$28,620.00 - Alternate #1 (5-year Material/Labor Warranty)

\$3,493,320.00 - Total Contract Price

Three Million Four Hundred Ninety-Three Thousand Three Hundred Twenty Dollars and No/100s

Unit Price #1	Replace 200 S.F. Metal Roof Decking	\$3,000
Unit Price #2	Replace 200 S.F. Wood Roof Decking	\$1,600
Unit Price #3	Remove/Replace (1) 6”RD and (1) 6”ERD	\$3,000
Unit Price #4	Remove/Replace 4” Cast Iron Pipe	\$3,200
Unit Price #5a	Remove/Replace 75 LF 1” welded gas pipe	\$2,100
Unit Price# 5b	Remove/Replace 75 LF 1-1/2” gas pipe	\$2,200
Unit Price# 5c	Remove/Replace 50 LF 2” welded gas pipe	\$2,200

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 Pettus Plumbing & Piping, Inc.,” consisting of a total of forty-three (43) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 This Fixed Price Construction Contract between the Owner and the Contractor, of which this Agreement is part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement with manual dated 11/28/2023, and addenda(s)1&2, issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. A record copy of the Contract Documents will be maintained at the City of Huntsville's General Services Department offices. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVACY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contractor Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any

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

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

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE II

THE WORK

- 2.1 The Contractor shall perform all the Work required by this Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishings of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the

Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

ARTICLE III

CONTRACT TIME

3.1 TIME

- 3.1.1 The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **462 days** from the date following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the “Contract Time.”
- 3.1.2 The term “Substantial Completion”, as used herein, shall mean that point at which, as certified in writing by the Engineer, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.
- 3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

- 3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of \$100 per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

**ARTICLE IV
CONTRACT PRICE**

4.1 THE CONTRACT PRICE

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

\$ 3,464,700.00 - Base Bid

Three Million Four Hundred Sixty Four Thousand Seven Hundred Dollars and No/100s

\$28,620.00 - Alternate #1 Include 5-year Material/Labor Warranty

\$3,493,320.00 - Total Contract Price

Three Million Four Hundred Ninety Three Thousand Three Hundred Twenty Dollars and No/100s

<u>Unit Price #1</u>	Replace 200 S.F. Metal Roof Decking	\$3,000
<u>Unit Price #2</u>	Replace 200 S.F. Wood Roof Decking	\$1,600
<u>Unit Price #3</u>	Remove/Replace (1) 6"RD and (1) 6"ERD	\$3,000
<u>Unit Price #4</u>	Remove/Replace 4" Cast Iron Pipe	\$3,200
<u>Unit Price #5a</u>	Remove/Replace 75 LF 1" welded gas pipe	\$2,100
<u>Unit Price# 5b</u>	Remove/Replace 75 LF 1-1/2" gas pipe	\$2,200
<u>Unit Price# 5c</u>	Remove/Replace 50 LF 2" welded gas pipe	\$2,200

For sales and use tax certificate exemption purposes the total fixed price amount does not include any amounts for sales and use taxes and the amount of \$120,000.00 is the approximate estimated sales taxes excluded from the Base Bid.

The price set forth in this paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order or other mutually agreed upon contract modification as provided in this Contract. The contract price as set forth herein shall include the cost of all labor, materials, and supplies to be used or incorporated in the project. The contract price as stated herein, including adjustments such as change orders, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

ARTICLE V

PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

5.1.1 Within 10 calendar days of the issuance of the notice to proceed, the Contractor shall prepare and submit to the Owner and to the Engineer a Contractor's Schedule of Values allocating the Contract Price to the various portions of the Work for the purposes of periodic and final payment. The Contractor's mobilization, cleanup, bonds, insurance, overhead and profit shall be separated from subcontractor and materials costs. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only

as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the Owner.

5.2 PAYMENT PROCEDURE

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

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

5.3 WITHHELD PAYMENT

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

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

- (h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.
- (i) damage or loss caused by the Contractor or a Subcontractor, materialman, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

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

5.4 UNEXCUSED FAILURE TO PAY

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

5.5 SUBSTANTIAL COMPLETION

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

5.6 PARTIAL OCCUPANCY OR USE

- 5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and

submit a list to the Engineer as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

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

5.7 COMPLETION AND FINAL PAYMENT

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

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

ARTICLE VI THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

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

6.2 RIGHT TO STOP WORK

- 6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

6.3 OWNER'S RIGHT TO PERFORM WORK

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

6.4 OWNER'S POINT OF CONTACT

- 6.4.1 The Owner's point of contact shall be Natasha Wright. The telephone number is 256-705-3098.

ARTICLE VII THE CONTRACTOR

7.1 CONTINUING DUTY

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

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

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

7.3 REVIEW OF FIELD CONDITIONS

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

7.4 WARRANTY

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.
- 7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Engineer shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.
- 7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
- 7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:
- 7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- 7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.
- 7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.
- 7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract,

including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.

7.4.5 The warranties and guaranties set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the Owner's payment, acceptance, inspection of, or failure to inspect, the Work and review of the Contract Documents. These warranty provisions shall survive any termination of the contract.

7.4.6 Nothing contained in Paragraph 7.4.2 shall be construed to establish a period of limitation with respect to the Contractor's obligations under the Contract. Paragraph 7.4.2 relates only to the Contractor's specific obligations with respect to the Work, and has no relationship to the time within which the Contractor's contractual obligations under the Contract may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any contractual obligations pursuant to Paragraph 7.4.2 or contained elsewhere herein.

7.4.7 Unless otherwise specified herein, all of the Contractor's warranty and guaranty obligations, including the time periods for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the date of Substantial Completion or the date of acceptance by the Owner, whichever is later.

7.5 PERMITS, FEES AND NOTICES

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

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

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

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

Name	Function
<u>Tony Robertson</u>	<u>President</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 SCHEDULE

7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Engineer for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The

Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Engineer. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

7.8.1 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Engineer, one updated record copy of this Contract marked to record on a current basis, amendments, revisions, changes, selections and modifications made during the term of this contract. Additionally, the Contractor shall maintain at the site for the Owner and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals and interference drawings. All of these record documents shall be available to the Owner and the Engineer at all regular business hours. Upon final completion of the Work, all of these record documents shall become the property of and shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer or Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Owner and Engineer shall have no duty to review partial submittals, unsolicited, or incomplete submittals.

7.9.3 The Contractor shall review, approve and submit to the Engineer and Owner, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall maintain a submittal log which shall include, as a minimum, the date scheduled for each submittal, the actual date of each submittal, the date of any resubmittal, the date of an approval or rejection, and the reason for any approval or rejection. The submittal log shall be copied to the Owner and Engineer on a weekly basis and presented during the weekly project meeting.

7.9.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents and has performed his duty of carefully reviewing, inspecting, and examining any and all submittals before submitting to the Owner or Engineer. Prior to the commencement of work, other than the structural framework, the Contractor shall create interference drawings for the coordination of trades in the mechanical rooms and other congested areas. Such interference drawings shall be subject to submittal to the Engineer and Owner and approval in accordance with paragraph 7.9.

7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data,

Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

- 7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Engineer on previous submittals.
- 7.9.7 Informational submittals upon which the Engineer is not expected to take responsive action shall be so identified in the Contract Documents.
- 7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

- 7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.
- 7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.
- 7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 7.10.4 **Access to the Site:** The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

- 7.11.1 The Owner and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 ROYALTIES AND PATENTS

- 7.12.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufactures is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Engineer.

7.13 SAFETY PRECAUTIONS AND PROGRAMS

- 7.13.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit to the Engineer and the Owner for their approval, a written

Safety Program which shall address as a minimum their plan for compliance with all federal, state or local requirements for health and safety on the project site.

- 7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.
- 7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

- 7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
1. employees on the Work and other persons who may be affected thereby.
 2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and
 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1, except damage or loss attributable to acts of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 13.1G.

- 7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Engineer.
- 7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

- 7.15.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. In the event that any such emergency occurs, the Contractor shall promptly notify the Owner and the Engineer within twenty-four (24) hours of the discovery of the emergency situation. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 8.3.

7.16 CONTRACTOR REPRESENTATIONS

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- 7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.
- 7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ENGINEER

- 8.1.1 The Engineer for this project is Mims Engineering, Inc. even the Owner should find it necessary or convenient to replace the Engineer, the Owner shall retain a replacement Engineer and the status role of the replacement Engineer shall be that of the former Engineer.

8.2 ENGINEER'S ADMINISTRATION

- 8.2.1 The Engineer, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Engineer shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.
- 8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Engineer.

- 8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.
- 8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.
- 8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.
- 8.2.9 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Engineer. The Contractor is not a third-party beneficiary of any contract by and between the Owner and the Engineer. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Engineer to the Owner.

8.3. CLAIMS BY THE CONTRACTOR

- 8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Engineer. Such written notice and claim must be received by the Owner and Engineer within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim and shall set forth in detail all known facts and circumstances supporting the claim. As defined in Article 7.1, the Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Engineer written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Engineer in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and

- Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Engineer and the Contractor.
- 8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS** - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, suppliers, materialmen or laborers, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.
- 8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing

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

8.4 FIELD ORDERS

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

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

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

9.2 AWARD OF SUBCONTRACTS

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

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

- 9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

- 9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.
- 9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

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

ARTICLE X CHANGES IN THE WORK

10.1 CHANGES PERMITTED

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

10.2 CHANGE ORDERS

- 10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.
- 10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding (\$15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.
- 10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Engineer a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Engineer shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Engineer, and attached to the Contract Modification Request.
- 10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.
- 10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.
- 10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.
- 10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.
- 10.2.8 Change Orders increasing the Contract Price by in excess of \$5,000, the following allowance for overhead and profit shall be utilized :
1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.
 2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.

3. For each Subcontractor or sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 % of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

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

10.2.9 Change Orders decreasing the Contract Price shall contain an allowance for overhead and profit which is 50% of the mark-up percentages for increases established in paragraph 10.2.8.

10.2.10 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

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

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

10.3 MINOR CHANGES

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

10.4 EFFECT OF EXECUTED CHANGE ORDER

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional

time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 NOTICE TO SURETY; CONSENT

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

ARTICLE XI

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

11.1.1 If any of the Work is covered, concealed or obscured contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the Owner, be uncovered for the Engineer's inspection and shall be properly replaced or reworked at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered, concealed or obscured in a manner not covered by Subparagraph 11.1.1 above, it shall, if required by the Engineer or Owner, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall, at no cost in time or money to the Owner immediately proceed to correct Work rejected by the Owner or Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Engineer's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE XII CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

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

12.2 TERMINATION BY THE OWNER

12.2.1 FOR CONVENIENCE

- 12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract in whole or in part by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.
- 12.2.1.2 After receipt of notice of the termination for convenience, for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

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

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

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

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

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

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

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

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by

written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

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

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

ARTICLE XIII INSURANCE

13.1 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

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

2. Professional Liability (only applies to contracts or subcontracts, consultants, that are architects, engineers, land surveyors or consulting firms.

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, error or 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 City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

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

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

4. Automobile Liability

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

5. 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.

6. Employers Liability Insurance

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

7 Owners, Contractors Protective Liability:

Insurance naming the City of Huntsville as the named insured.

8. Property Insurance:

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

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE

1. General Liability

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

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

2. Professional Liability

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

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

3. Railroads Protective

\$500,000

4. Automobile Liability

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

5. Worker’s Compensation

As required by the State of Alabama Statute.

6. Employers Liability

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

7. Owner’s, Contractors, Protective:

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

8. Property Insurance:

Limit equal to the completed value of the construction or renovation.

9. Umbrella (Excess) Liability Insurance:

a. For projects or contract values in excess of \$5,000,000, Umbrella or Excess Liability Insurance is required in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

b. For projects with contract value in excess of \$10,000,000 Umbrella or Excess Liability insurance is required in an amount of \$10,000,000 per occurrence and \$10,000,000 aggregate.

C. OTHER INSURANCE PROVISIONS:

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

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

1. General Liability and Automobile Liability Coverage's Only:

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Contractor for products used by and completed operations of Contractor; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. Contractor’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.

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

E. VERIFICATION OF COVERAGE:

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

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

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

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, costs, damages, losses and expenses, including, but not limited to, attorney's fees, caused by, arising out of or resulting from or in connection with the performance of the work, provided that any such claim, costs, damage, loss 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, in whole or in part, any active or passive negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, sub consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

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

3. Indemnity:

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

**ARTICLE XIV
MISCELLANEOUS**

14.1 GOVERNING LAW

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

14.2 SUCCESSORS AND ASSIGNS

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

14.3 WRITTEN NOTICE

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

14.4. RIGHTS AND REMEDIES

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

14.4.2 No action or failure to act by the Owner, 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 thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

14.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided,

the Contractor shall coordinate for such tests, inspections and approvals with an independent testing laboratory or entity as contracted by the Owner or with the appropriate public authority. The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so the Engineer may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Owner will pay for the testing of concrete, soil, mechanical, air and hydronic test and balance. The Owner will test structural steel, frame welding bolted connections, and paint priming of all steel at the Owner's expense. All these tests by the Owner will be to the extent as required by the Contract Documents. The Contractor shall bear all related costs of all other testing, inspections and approval as required by the Contract Documents.

- 14.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Engineer and to the Owner of when and where tests and inspections are to be made so the Engineer may observe such procedures.
- 14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Engineers, services and expenses.
- 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and to the Owner.
- 14.5.5 If the Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Engineer will do so promptly and, where practicable, at the normal place of testing.
- 14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

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

14.7 SURETY BONDS

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

14.8 PROJECT RECORDS

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

14.9 ENTIRE AGREEMENT

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

14.10 DOMESTIC PREFERENCES

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

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

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

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

14.12..1 Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

14.13 CONTRACTOR'S E-VERIFY CLAUSE

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

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

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

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

*Signature: _____

*Name of Certifying Official (print): _____

*Title: _____

Date of Certification: _____

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

Signature of Witness

Printed Name of Witness

CONTRACTOR

OWNER

SEAL

SEAL

By: _____

Tommy Battle

By: _____

(SIGNATURE)

(SIGNATURE)

**Grover Johnson
Pettus Plumbing & Piping, Inc.
12647 Hwy 72 West
Rogersville, AL 35652**

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

(DATE OF EXECUTION)

(DATE OF EXECUTION)

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

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

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

Notary Public
My Commission Expires:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

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

Notary Public
My Commission Expires:

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: _____ CMR NUMBER: _____

PROJECT: _____

OWNER: _____

ARCHITECT: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

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

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

THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT

3. **SUBMITTED BY:**

A. CONTRACTOR _____

B. ARCHITECT _____

*****BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE*****

4. **INITIATED BY:** _____

5. **OWNER'S CLASSIFICATION:**

CONTRACT MODIFICATION DUE TO:

_____ VALUE ENGINEERING OR COST REDUCTION

_____ CHANGES IN PROJECT SCOPE OF WORK

_____ OWNER REQUESTED UPGRADE

_____ UNFORESEEN CONDITIONS

_____ TECHNICAL COORDINATION

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

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

_____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE

_____ CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

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

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

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

_____ THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10%

_____ OF THE CONTRACT PRICE.

_____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND

_____ THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE

_____ CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.

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

A. CoH ESTIMATOR _____

B. CoH PROJECT MANAGER _____

C. DEPARTMENT HEAD (CUSTOMER) _____

D. CoH FACILITIES PROJ MANAGER _____

E. DEPARTMENT HEAD (GS) _____

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

“EXHIBIT B”

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

DATE: _____

PROJECT: _____

TO: _____

(Contractor)

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

FURNISH the necessary labor, materials and equipment to _____
(Description of work to be done or changes to be made)

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

For this Change \$ _____	\$ _____
ORIGINAL CONTRACT PRICE	\$ _____
Net total previous Change Orders	\$ _____
Previous revised Contract Price	\$ _____
This Change Order No. _____ ADD (DEDUCT)	\$ _____
Revised Contract Price this date	\$ _____

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

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

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

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

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

(Contractor)

By _____
(Authorized Representative)

By _____
(Authorized Representative)

RECOMMENDED

CITY OF HUNTSVILLE, ALABAMA

By _____
(Design Engineer or Architect)

By _____
(Its Mayor)

By _____
(COH Facilities Project Manager)

By _____
(President of City Council)

By _____
(Director of General Services)

Date _____

"Exhibit C"

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, in the amount of _____ Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between City of Huntsville and _____" consisting of forty (40) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2024.

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

APPROVED this the _____ day of _____, 2024.

Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of _____, 2024, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Pettus Plumbing & Piping, Inc.** in the amount of _____, through Pay Request No. _____ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the **Huntsville Art Museum HVAC Renovation**. This partial release and waiver of liens covers all progress payments received by the undersigned for work, labor, services, equipment, skill and material furnished through the date of _____, other than as specifically described below, toward the construction of the located at the, Huntsville, Alabama, hereinafter referred to as the “Premises”.

The undersigned, in consideration for the payments as stated above and acknowledged hereto, affirms that all work, labor, services, equipment, skill or materials furnished, delivered or performed to or for the construction and Premises were furnished by the undersigned or its laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers and that such laborers, vendors, subcontractors, material men, servants, agents, employees, and suppliers have been paid in accordance with their contracts, or subcontracts with the undersigned, and the undersigned will defend and indemnify **Pettus Plumbing & Piping, Inc.**, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

For the above stated value received, the undersigned does hereby specifically waive, quitclaim, and release all rights, liens, or claims which the undersigned may now or afterward have or assert for all and any work, labor, services equipment, skill or materials furnished, delivered or performed for the construction and premises, damages, compensation, or extension of time due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the general contractor, The City of Huntsville, Alabama, or any money or funds in the control of The City of Huntsville, Alabama or any trustee of any such money or funds, or against the improvement, or against all that land, and the buildings on and appurtenances to it located at the **Huntsville Art Museum or other Property of the Museum Board**, Huntsville, Alabama, or against any officers, agents, employees, independent contractors of The City of Huntsville, Alabama, or any other person or entity having a legal or equitable interest in the Project, arising out of or relating to any act, omission, circumstance or occurrence existing or occurring prior to the date of this Partial Release and Waiver of Liens, excepting only the following (claims not listed separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1139

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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed \$60,000.00

Total Cost: Not to Exceed \$60,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3824

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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed \$60,000.00

Total Cost: Not to Exceed \$60,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement with Water Girl Consulting, LLC 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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Collection System Operator Certification Preparatory Course and Additional Safety Training,” consisting of five (5) pages, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND WATER GIRL
CONSULTING, LLC FOR THE
HUNTSVILLE WATER POLLUTION
CONTROL COLLECTION SYSTEM
OPERATOR CERTIFICATION
PREPARATORY COURSE AND
ADDITIONAL SAFETY TRAINING**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City") and Water Girl Consulting, LLC (hereinafter referred to as "Water Girl") for the provision of the Water Pollution Control Collection System Operator Certification Preparatory Course and additional safety training for Huntsville Water Pollution Control Training Center participants. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date").

RECITALS

WHEREAS, the City of Huntsville's Water Pollution Control Department (WPC) has the need to have certain WPC employees prepared to sit for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Operator Exams and renew certifications for the Alabama Department of Environmental Management (ADEM) Water Pollution Control certifications; and

WHEREAS, Water Girl has the expert instructors necessary to present the said course; and

WHEREAS, the City desires to retain Water Girl to provide instructors for the Water Pollution Control Collection System Operator Certification Preparatory Class and additional safety training as needed (the Class) on 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:

President or President Pro Tem of the City Council
of the City of Huntsville, AL
Date: _____ February 8, 2024

1.0 Scope of Work. Water Girl will provide a dedicated Project Manager to oversee the delivery of Water Pollution Control Collection System Operator Certification Preparatory class for WPC and additional safety training as needed. Training will include, but not be limited to, the Wastewater Grade IC Operator Exam Preparation Course, Chemical Spill Response Safety, Confined Space Entry Safety, and Trenching and Excavation Safety. The training will be conducted by qualified instructor(s) fully vetted by the Water Girl Project Manager as a positive match for the level of expertise needed for the application. Water Pollution Control will provide all related learning materials necessary for completion of the courses. Attendance for each participant will be reported monthly to the respective employers by the Water Girl Project Manager. Note: Exam proctoring is not included in this Scope of Work.

The Class shall be designed to train operators to safely and effectively operate and maintain wastewater collection systems. Safe practices and procedures are emphasized throughout the course. Topics include the role and duties of system operators, components and characteristics of system facilities, operating and maintaining systems and techniques for recognizing hazards and developing safe procedures and programs. Operators learn to analyze and solve problems when they occur and perform work commonly associated with operating a wastewater collection system. The instruction will include preparation for the Alabama Department of Environmental Management (ADEM) Water Pollution Control Collection System Exam.

2.0 Period of Performance and Schedule. The training will be conducted eight hours per night, one night per week (on Tuesdays) with a 24 hour block the final week for a total of 400 hours with a start date of February 9, 2024 and continuing through August 9, 2026.

3.0 Location. Training will take place at the WPC facility located at 1800 Vermont Road, Huntsville, AL 35802.

4.0 Contract Price: In consideration of the services rendered hereunder, the City shall pay to Water Girl for the work performed pursuant to the Scope of Work the amount Not to Exceed (NTE) SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00). Water Girl will invoice the City \$150 per hour during the Period of Performance up to 400 hours for instructional preparation, setup and delivery time. The City shall pay Water Girl within thirty (30) days from the date of receipt of the monthly invoice from Water Girl.

5.0 Water Girl Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Water Girl and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Water Girl shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Water Girl Consulting, LLC
Attention: Wendy Waldrep
80 Eastview Blvd.
Cullman, AL 35057

City Of Huntsville
Attention: Randall Stewart
Director, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

7.0 Entire Agreement: The contract between the City and Water Girl consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Water Girl with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Water Girl.

8.0 Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.

9.0 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Water Girl.

10.0 No Waiver Clause: The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

12.0 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.

13.0 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 Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

14.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

15.0 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.

16.0 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.

17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19.0 In consideration of the signing 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 contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

[Signatures follow on the next page.]



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1140

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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Wastewater Treatment Plant Operator Preparatory Course.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed \$60,000.00

Total Cost: Not to Exceed \$60,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3827

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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Wastewater Treatment Plant Operator Preparatory Course.

Resolution No.

Finance Information:

Account Number: 6010-76-00000-526000-00000000

City Cost Amount: Not to Exceed \$60,000.00

Total Cost: Not to Exceed \$60,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement with Water Girl Consulting, LLC 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 Water Girl Consulting, LLC for the Huntsville Water Pollution Control Wastewater Treatment Plant Operator Preparatory Course,” consisting of five (5) pages, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

1.0 Scope of Work. Water Girl will provide a dedicated Project Manager to oversee the delivery of Water Pollution Control Wastewater Treatment Plant Operator Preparatory class for WPC. The training will be conducted by qualified instructor(s) fully vetted by the Water Girl Project Manager as a positive match for the level of expertise needed for the application. The instruction will include preparation for the Alabama Department of Environmental Management (ADEM) Grade II and Grade IV Wastewater Operator Exams and provide CEH for renewals. Water Pollution Control will provide all related learning materials necessary for completion of the course. Attendance for each participant will be reported monthly to the respective employers by the Water Girl Project Manager. Note: Exam proctoring is not included in this Scope of Work.

The Class shall be designed to train operators to safely and effectively operate and maintain wastewater collection systems. Safe practices and procedures are emphasized throughout the course. Topics include the role and duties of system operators, components and characteristics of system facilities, operating and maintaining systems and techniques for recognizing hazards and developing safe procedures and programs. Operators learn to analyze and solve problems when they occur and perform work commonly associated with operating a wastewater collection system. The instruction will include preparation for the Alabama Department of Environmental Management (ADEM) Grade II and Grade IV Wastewater Operator Exam.

2.0 Period of Performance and Schedule. The training will be conducted eight hours per night, one night per week (on Tuesdays) with a 24 hour block the final week for a total of 400 hours with a start date of February 9, 2024 and continuing through August 9, 2026.

3.0 Location. Training will take place at the WPC facility located at 1800 Vermont Road, Huntsville, AL 35802.

4.0 Contract Price: In consideration of the services rendered hereunder, the City shall pay to Water Girl for the work performed pursuant to the Scope of Work the amount Not to Exceed (NTE) SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00). Water Girl will invoice the City \$150 per hour during the Period of Performance up to 400 hours for instructional preparation, setup and delivery time. The City shall pay Water Girl within thirty (30) days from the date of receipt of the monthly invoice from Water Girl.

5.0 Water Girl Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Water Girl and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Water Girl shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Water Girl Consulting, LLC
Attention: Wendy Waldrep
80 Eastview Blvd.
Cullman, AL 35057

City Of Huntsville
Attention: Randall Stewart
Director, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

7.0 Entire Agreement: The contract between the City and Water Girl consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Water Girl with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Water Girl.

8.0 Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.

9.0 Nothing contained in this Contract shall create, or be interpreted to create, privily or any other contractual agreement between the City and person or entity other than Water Girl.

10.0 No Waiver Clause: The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

12.0 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.

13.0 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 Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

14.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

15.0 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.

16.0 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.

17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19.0 In consideration of the signing 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 contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this agreement on the day and the year first written above.

Attest:

Mann

**WATER GIRL CONSULTING,
LLC**

By: Wendy Waldrep

Wendy Waldrep

Its: Owner

CITY OF HUNTSVILLE
a municipal corporation
In the State of Alabama

Attest:

Shaundrika Edwards
Its: City Clerk

By: _____
Tommy Battle
Its: Mayor



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1141

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution to appoint Steven Simpson to the Research Park Board, Place 5, to complete the unexpired portion of the seven (7) year term, set to expire on July 23, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3868

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution to appoint Steven Simpson to the Research Park Board, Place 5, to complete the unexpired portion of the seven (7) year term, set to expire on July 23, 2029.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the following person, having been appointed by the Mayor of the City of Huntsville, Alabama, to the Research Park Board is hereby approved by the City Council to serve in such position and dates of term indicated below:

<u>Name</u>	<u>Title</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Steven Simpson	Place 5	February 9, 2024	July 23, 2029

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1142

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and RP Media, Inc., for Digital Billboard Services for increased services.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 14,400

Total Cost: \$ 14,400

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3814

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and RP Media, Inc., for Digital Billboard Services for increased services.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 14,400

Total Cost: \$ 14,400

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be and is hereby authorized to execute Modification No. 1 to the Agreement between the City of Huntsville and RP Media, Inc., for increased billboard media services on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said modification is substantially in words and figures similar to the attached and identified as, “Modification No.1 to the Agreement between the City of Huntsville and RP Media, Inc., for Digital Billboard Services,” consisting of four (4) pages and the date of February 8, 2024, appearing on the margin of the first page together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

**MODIFICATION NO. 1 TO
AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE AND RP MEDIA, INC.
FOR DIGITAL BILLBOARD SERVICES**

STATE OF ALABAMA)
COUNTY OF MADISON)

MODIFICATION NO. 1 TO AGREEMENT

This Modification No. 1 to Agreement is made and entered into this 8th day of February, 2024 by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the “City”) and RP Media, Inc. (hereinafter referred to as “RP Media”).

RECITALS

WHEREAS, the City and RP Media entered into an agreement (hereinafter referred to as the “Agreement”) for RP Media to provide digital billboard advertising services on November 2, 2023 pursuant to Resolution No. 23-934 and

WHEREAS, the parties desire to increase the services provided by RP Media, modify the rates and delete Paragraph No. 10 in its entirety as set forth in the original agreement.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree to modify the Agreement as follows, to wit:

1. RP Media shall provide the City with digital billboard advertising on both sides of a 10 ft x 40 ft full color digital billboard located on the Northbound side of South Memorial Parkway, North of the Airport Road intersection in the City of Huntsville, Alabama.
2. RP Media shall display advertising on both sides of the digital billboard set forth above that includes artwork, design, messaging and visual communication specified and approved by the City for at least 10 seconds every minute, every hour, every day.
3. RP Media shall change the digital billboard advertisements as often as the City directs and approves.
4. RP Media shall operate the digital billboard in a manner that is consistent and compliant with all state and local laws.

President of the City Council
of the City of Huntsville, Alabama
Date: February 8, 2024

5. City shall pay RP Media the sum of \$1200.00 per month for digital billboard services performed pursuant to this agreement. Invoices shall be billed net 30 and payment shall be due within said terms.
6. The term of this contract shall be twelve (12) months and shall continue until February 1, 2025. It may be extended for two additional twelve-month terms by City Council approved amendment executed by the Mayor and authorized signatory for RP Media, Inc.
7. This agreement may be terminated by the City without cause upon thirty (30) days written notice of such termination delivered to the contact person as designated in paragraph 8 of this agreement.
8. The contact person for the City is Kelly Schrimsher, 308 Fountain Circle, Huntsville, Alabama, 35801. The contact person for RP Media is Linda Patterson, P.O. Box 2485, Huntsville, Alabama 35804.
9. In the performance of this work, it is understood between the parties that RP Media and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as employees of the City of Huntsville. RP Media shall have no authority to obligate the City to any indebtedness or other obligation.
10. This agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama. Jurisdiction and venue for all legal actions arising out of this agreement shall be in the Courts of Madison County, Alabama.
11. Nothing in this agreement shall create or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than RP Media.
12. This Modification No. 1 to Agreement, including an attachment called RP Media Contract for Digital Billboard Display, represents the entire agreement between the City and RP Media and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended or extended only by written instrument approved by the City Council of the City of Huntsville, Alabama and executed by the City's Mayor and RP Media's authorized representative.
13. 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.

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.

RP MEDIA INC.

CITY OF HUNTSVILLE, ALABAMA

By: 

By: _____

Ric Patterson
Its: President

Tommy Battle
Its: Mayor

WITNESS:

Shaundrika Edwards, City Clerk



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1111

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Huntsville, The Huntsville Housing Authority and McCormack Baron Salazar, for the support of the Mill Creek Choice Neighborhood Initiative Implementation Grants Application.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: _____ N/A _____

Finance Information:

Account Number: TBD

City Cost Amount: \$30,000

Total Cost: \$30,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1111

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Huntsville, The Huntsville Housing Authority and McCormack Baron Salazar, for the support of the Mill Creek Choice Neighborhood Initiative Implementation Grants Application.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: _____ N/A _____

Finance Information:

Account Number: TBD

City Cost Amount: \$30,000

Total Cost: \$30,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24 _____

WHEREAS the United States Department of Housing and Urban Development (“HUD”) is accepting applications for Fiscal Year 2023 Choice Neighborhoods Initiative Planning Grant for the purpose of developing a draft Transformation Plan (the “Draft Plan”) to transform the Mill Creek neighborhood and revitalize the target public housing sites Johnson Towers, Butler Terrace, and Butler Terrace Addition, and;

WHEREAS the City of Huntsville, Alabama, the Huntsville Housing Authority and McMormack Baron Salazar, Inc., a Missouri Corporation, as applicants and co-applicants to prepare the Choice Neighborhoods Initiative Planning Grants Application for submission, and;

WHEREAS the City of Huntsville, Alabama and the Huntsville Housing Authority seek to enter into a Memorandum of Understanding (MOU) regarding the Joint Application for the Choice Neighborhoods Planning Grant.

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 a Memorandum of Understanding between the City of Huntsville, Alabama, The Huntsville Housing Authority and McCormack Baron Salazar, Inc., regarding the Joint Application for the Choice Neighborhoods Initiative Planning Grant. said agreement being substantially similar in words and figures to that document identified as “Memorandum of Understanding Mill Creek Choice Neighborhoods Initiative,” consisting of Eleven (11) pages, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

MEMORANDUM OF UNDERSTANDING

Mill Creek Choice Neighborhoods Initiative

This Memorandum of Understanding for the Mill Creek Choice Neighborhoods Initiative (this “MOU”) is entered into as of February [8], 2024, by and between the HUNTSVILLE HOUSING AUTHORITY, a quasi-municipal corporation authorized by the State of Alabama and a public housing authority (“HHA”), the CITY OF HUNTSVILLE, ALABAMA, a municipality authorized by the State of Alabama (the “City”), and McCORMACK BARON SALAZAR, INC., a Missouri corporation (“MBS”). HHA, the City, and MBS are sometimes referred to collectively in this MOU as the “Parties” or individually as a “Party.”

RECITALS

HHA and the City have initiated a planning process, funded in part by a U.S. Department of Housing and Urban Development (“HUD”) Choice Neighborhoods Initiative (“Choice”) Planning Grant, to develop a draft Transformation Plan (the “Draft Plan”) to transform the Mill Creek neighborhood and revitalize the target public housing sites Johnson Towers, Butler Terrace, and Butler Terrace Addition (the “Target Sites”).

HHA issued a Request for Qualifications No. 2023-15 (the “RFQ”) seeking a developer to work with HHA, the City, and other stakeholders to develop the Draft Plan into a final “Transformation Plan” and to pursue the redevelopment of the Target Sites in accordance with the Transformation Plan. On November 20, 2023, the HHA Board of Commissioners confirmed the selection of MBS pursuant to the RFQ and authorized a Contract with MBS for the Transformation Plan.

The City, as “Lead Applicant,” intends to submit the Transformation Plan to HUD as part of an application (the “Choice Application”) for a Fiscal Year 2023 Choice Implementation Grant (the “Choice Grant”). HHA has agreed to serve as “Co-Applicant” pursuant to the Choice Application and, if applicable, the Choice Grant. MBS has agreed to serve as the Housing Implementation Entity (“HIE”) pursuant to the Choice Application and, if applicable, the Choice Grant.

This MOU sets forth the general terms and conditions on which the Parties intend to pursue the Choice Grant and the Transformation Plan. The Parties will supplement this MOU with one or more “Partnership Certifications” as required by HUD for the Choice Application, and if the Choice Application is successful will replace this MOU with a Master Development Agreement (an “MDA”) as further detailed below.

NOW, THEREFORE, the Parties agree as follows:

1. Transformation Plan and Choice Application

- 1.1. **Transformation Plan and Choice Application.** The Parties agree to work together, along with other stakeholders, to further develop the Draft Plan into a Transformation Plan and submit the Choice Application.

MBS, in its capacity as HIE, will prepare drafts of the “Housing Plan” elements of the Transformation Plan for approval by the City and HHA, and will prepare or cause to be prepared all exhibits and attachments to the Choice Application related to the “Housing Strategy.” The Parties acknowledge that the Housing Plan will evolve relative to the Draft Plan through their mutual consultation and stakeholder engagement prior to submission of the Choice Grant and that the Housing Plan will be subject to the approval of each Party, but agree that in any event the Housing Plan will include not less than five hundred eighty (580) total units.

The City has contracted with Urban Strategies, Inc. (“USI”) to serve as the “People Implementation Entity” for the Choice Application. Pursuant to a separate agreement between the City and USI, USI will prepare or cause to be prepared all exhibits and attachments to the Choice Application related to the “People Strategy” and will, if applicable, assist with the HUD site visit conducted as part of the Choice Application process (the “Site Visit”).

The City will serve as the “Neighborhood Implementation Entity” for the Choice Application. The City will prepare or cause to be prepared all exhibits and attachments to the Choice Application related to the “Neighborhood Strategy.” The Parties’ working assumption is that the Neighborhood Strategy will not require funding from the Choice Grant, but the Parties will revisit this assumption as needed in the course of finalizing the Transformation Plan and the associated Partnership Certification and Choice Application.

- 1.2. **Costs of Choice Application.** MBS will not receive any compensation for its services in helping to prepare or submit the Choice Application, or more generally in helping to develop the Housing Plan elements of the Transformation Plan based upon the Draft Plan. The City will fund the cost of the grant-writer consultant engaged by MBS to assist with the Grant Application (in its entirety, not only the Housing Plan) upon submission of associated invoices and reasonably requested documentation from MBS in an aggregate amount not to exceed Thirty Thousand Dollars (\$30,000). The City has contracted with Urban Design Associates, Inc. (“UDA”), and pursuant to a separate agreement between the City and UDA), UDA will perform all planning activities required for the Transformation Plan, the Choice Application, and the Site Visit (including those associated with the Housing Plan).

- 1.3. **HHA and City Financial Commitments for Housing Plan.**

The Parties do not presently expect HHA to make any financial commitments to the Housing Plan beyond the PBV subsidy as referenced below (and subject to funding by

HUD). HHA and the City each agree not to charge a program administration fee as may otherwise be permitted pursuant to the Choice Grant: the City will perform (and to the extent necessary assist HHA with) grant administration functions. If there are funds available to HHA arising from the redevelopment activities (such as sub-developer fees or ground lease rent from an Owner Entity (each as detailed below), or any proceeds from disposition of land to a third-party through a deed or long-term ground lease) HHA will recontribute such funds to the Housing Plan as program income in the form of additional subordinate loans or as otherwise approved by HHA and MBS. In certain circumstances, HHA may be able to retain sub-developer fee without recontributing it as program income as detailed in Section 2.6 below.

The City will commit Choice Grant funds as well as an additional forty million dollars (\$40,000,000) as a subordinate loan toward the “vertical” elements of the Housing Plan, and separately will also fund certain “horizontal” or site-wide expenses of the Housing Plan (which will include demolition of remaining structures, earthwork associated with the mitigation of the flood zone, design and construction of public infrastructure, construction, ownership and long-term maintenance of public parks and of parking garages (which will include parking for residents of each Phase at no charge), as will be further detailed in the approved Transformation Plan and the associated Partnership Certification and Choice Application.

- 1.4. **MDA Timing and Non-Choice Alternatives.** If the Choice Application is successful, the Parties will use their best efforts to enter into an MDA not later than forty-five (45) days after award of a Choice Grant, and in any event will enter into an MDA within applicable deadline to execute an MDA as may be established by the grant agreement with HUD (the “Choice Grant Agreement”). The Parties agree to negotiate in good faith to execute an MDA containing terms and conditions customary in a mixed-finance transaction, and otherwise satisfactory in form and substance to the Parties and their counsel. The MDA shall be generally consistent with the terms of this MOU.

If the Choice Application is not successful, the Parties will submit a second Choice Application (the “Second Choice Application”) in the next available funding round as determined by HUD, unless each Party agrees (in its respective sole discretion) not to reapply. If the Parties agree not to reapply, then this MOU will expire by its terms pursuant to Section 3.1 and neither Party will have any remaining liability or responsibility to the other.

If the Second Choice Application is not successful, the Parties will confer and determine jointly (in their respective sole discretion) whether to: (a) reapply for a Choice Grant in a later round, (b) pursue alternative or additional resources for the Housing Plan without a Choice Grant, or (c) discontinue their work together, in which case this MOU will expire by its terms pursuant to Section 3.1 and neither Party will have any remaining liability or responsibility to the other. As part of their determinations pursuant to the preceding

sentence, the Parties may (in their respective sole discretion) choose to revise the Housing Plan to take account of the resources reasonably anticipated to be available without a Choice Grant and may choose to extend the term of this MOU and/or negotiate an MDA without a Choice Grant.

- 1.5. **Cooperation and Approvals.** The Parties agree to cooperate with one another in good faith to submit the Choice Application and, if the Choice Grant is awarded, to pursue the Housing Plan pursuant to the MDA. Such cooperation will include reasonable efforts to respond to one another as expeditiously as possible and prompt, proactive sharing of information. Ultimately the form of the Housing Plan as submitted to HUD will be subject to the approval of each Party, and neither party will be obligated to proceed with the Choice Application unless it approves the Housing Plan. For this purpose and more generally to the extent this MOU entitles either Party to exercise any rights of approval, consent, or the like, approval and consent rights will not be unreasonably withheld, conditioned or delayed unless a different standard is explicitly established. The exercise of rights by HHA and the City will further be limited so as not to subject MBS to the requirements of 2 CFR Part 200 or of any state or local procurement laws that would otherwise be applicable to the actions of HHA or the City acting in its own capacity.

2. Business Terms

- 2.1. **General Expectations.** This MOU establishes certain business expectations between the Parties that will apply to the Housing Plan as a whole and to each separately-owned phase (each, a “Phase”). Business terms for each Phase, and associated regulatory restrictions, will be further detailed in the MDA, and ultimately will be established in closing documents entered into at the financial closing of such Phase (a “Closing”).
- 2.2. **Phase Owners.** For each Rental Phase, MBS will form a limited liability company or a limited partnership to serve as the “Phase Owner.” The Phase Owner will have a general partner or managing member owned by MBS or its affiliate. Neither the City, HHA nor their respective affiliates will participate in ownership of the Phase Owner or of the general partner or managing member. MBS will cause the Phase Owners to apply for tax credits, loans, and other sources as reflected in the Housing Plan, and will select investors and lenders to provide financing to each Phase Owner.
- 2.3. **Development Guaranties.** MBS will provide all development guaranties for each Rental Phase as are conventionally required for affordable housing development transactions, such as guaranties of construction completion and guaranties related to certain compliance matters. In no event will HHA or the City be required to provide guarantees to the investor or to lenders.
- 2.4. **Subordinate Loans.** The City will provide subordinate loans for each Phase using Choice Grant funds in the amount reflected in the Housing Plan, as well as other funds in

the amount reflected in the “vertical” budget of the Housing Plan. HHA will provide subordinate loans for each Phase, if applicable, using Program Income as referenced below and, in HHA’s sole discretion, using other HHA funds identified in the Housing Plan. Subordinate loans from the City and from HHA will be nonrecourse and will have a maturity date and such other terms as may reasonably be required by the investor to ensure financial feasibility and will be repaid prior to maturity solely from a share of cash flow as described below.

- 2.5. Cash Flow.** Subject to approval of the investor(s), all loans from HHA and the City will be repaid from fifty percent (50%) of "Adjusted Surplus Cash" as described below and in accordance with other conditions required by the investor and other lenders. "Adjusted Annual Surplus Cash" will mean "Surplus Cash" (as established by HUD for multifamily projects subject to Uniform Financial Reporting Standards) less "Priority Payments" (payments of debt service, fees, tax credit adjuster payments, partner loans or advances, reserve replenishment and other conditions as may be required by the investor and by third-party lenders). If other lenders require repayment from Surplus Cash or otherwise from cash flow, those lenders, HHA and the City will share in the established percentage of Adjusted Surplus Cash *pro-rata* or as otherwise agreed by the lenders, HHA and the City. The remaining 50% share will be available as an incentive management fee (usually structured as 90% of this 50%, or 45% of the Adjusted Surplus Cash) to MBS or its affiliate.
- 2.6. Developer Fee.** For each Rental Phase, MBS will maximize developer fee within limits permitted by HUD and Alabama Housing Finance Authority (“AHFA”) standards. Subject to such standards, MBS will be entitled to receive and retain a paid fee (the “MBS Base Fee”) equal to no less than twelve percent (12%) of the total development costs as calculated in accordance with HUD Cost Guidelines. If and to the extent the available paid fee exceeds the MBS Base Fee, HHA will receive a sub-developer fee that will be paid *pro-rata* with the MBS Base Fee. For example, example, if the total paid is fifteen percent (15%), MBS will receive the MBS Base Fee of twelve percent (12%) and HHA will receive a sub-developer fee of three percent (3%) and each installment of fee will be divided *pro-rata* as it is paid. HHA will treat sub-developer fee as program income as further referenced above; provided, however, that (subject to HUD approval) HHA may be able to retain sub-developer fee for a particular Phase to the extent that additional funding is obtained and there is not a financial gap for the overall Housing Plan at the time that Phase reaches Closing.
- 2.7. Ground Leases.** HHA will hold fee title to each development site, and at Closing will enter into a long-term ground lease of each site with the applicable Owner Entity. The term of each ground lease will be for at least 75 (and up to 99) years. Rent paid by the Owner Entity will be nominal, unless otherwise proposed by the Developer on such terms as Developer may determine advisable for tax or financing purposes (in which case there

may be deferred rent paid from a part of HHA's portion of the fifty percent (50%) share of "Adjusted Surplus Cash" referenced above).

2.8. Site Preparation and Public Improvements.

The City and HHA will cause all remaining demolition work to be completed on each development site (with funds provided by the City as part of the Housing Plan).

The Parties will, as part of preparing the Transformation Plan, evaluate the need for remaining abatement, geotechnical work, and/or environmental remediation sufficient to place the site in "Clean and Buildable" condition (as will be further detailed in the MDA) (the "Site Preparation Work"). The Parties' working assumption is that there will be a limited scope (and limited cost) for Site Preparation Work, which would allow the Site Preparation Work to be included within the "vertical" scope and budget of each Owner Entity's Phase. If during the term of this MOU or the MDA the Parties determine that there is a material amount of Site Preparation Work required to achieve a Clean and Buildable site, then the Site Preparation Work may be separated from the Owner Entity's scope and budget and the source of funds for the Site Preparation Work will be identified from the Choice Grant or from other available "horizontal" City funds as applicable. The City and/or HHA will then contract with MBS or its affiliate to perform or contract for Site Preparation Work activities through a separate contract (Additional Services Agreement) for a "cost-plus" fee of six percent (6%). Any such fee will be separate from – and not credited against – the MBS Base Fee.

The City will also cause all public infrastructure improvements to be designed, constructed, and publicly dedicated (the "Public Improvements Work").

The MDA will include a shared set of standards, approval rights, and schedules for the performance of Site Preparation Work and Public Improvements Work, regardless of who performs or funds such activities.

2.9. Property Management. MBS's affiliate McCormack Baron Management, Inc. ("MBM") will serve as property manager of each Rental Phase. MBM's fee will be the maximum allowable by HUD's Cost Control and Safe Harbor Guidelines. Subject to the foregoing, the management agreement, management fee and other material terms relating to such role will be subject to the approval of HHA and the City. The admissions policy, tenant selection plan and form of residential lease will be subject to the approval of HHA and the City, and will conform to Choice requirements regarding replacement units, as discussed below.

2.10. Relocation and Right of Return to Replacement Units.

HHA will be responsible for relocating remaining residents of the Target Site and continuing to fund, manage, and coordinate the relocation process for all relocated residents through the completion of replacement units and return of residents as referenced below. HHA will work with USI to develop a relocation plan (subject to the approval of each Party) and to carry out relocation activities. The Housing Plan will include a budget line item for relocation costs and is currently anticipated to be covered by Choice funds. MBS and MBM will assist with relocation by participating in the development of the relocation plan and coordinating the return of eligible residents (as identified by HHA) to replacement units.

Eligible current and former residents of the Target Sites will receive priority occupancy and a “right of return” to occupy such units in accordance with Choice requirements. For each unit within a Rental Phase designated as a “replacement unit,” subsidy is expected to be in the form of Section 8 Project-Based Voucher (“PBV”) assistance following a HUD Section 18 disposition. Subject to compliance with applicable HUD requirements, the PBV subsidy will be at 110% of Fair Market Rents, or greater as allowed by HUD. The overall replacement unit, operating subsidy and income profile of the Housing Plan as reflected in the Housing Plan will be subject to approval of each Party.

2.11. Predevelopment Expenses and Developer Fee Advances.

If a Choice Grant is awarded, HHA and/or the City will make Choice funds or other funds available for 75% of third-party predevelopment costs associated with each Phase, in accordance with the Choice “Cost Control and Safe Harbors” guidance, and subject to approval from HUD.

If a Choice Grant is awarded, HHA and/or the City also will advance up to 15% of the MBS Base Fee from Choice Grant funds or other City sources prior to the financial closing on each Phase. Such overhead advances will be funded monthly in accordance with the predevelopment budget during the predevelopment period. Such advances shall be nonrecourse and repayable only from MBS's share of development fee paid at initial closing.

Legal fees incurred by each Party (including those associated with the MDA and other “master” activities) may be included in associated predevelopment budgets and Phase budgets.

3. Term and Termination

3.1. Term. Subject to earlier termination pursuant to this Section 3, this MOU shall terminate:

- (a) if a Choice Grant is awarded in response to the initial Choice Application, on the earlier to occur of the execution of the MDA or 120 days after execution of the Choice Grant Agreement; or
- (b) if a Second Choice Application is submitted and not successful, on the earlier to occur of 120 days after the Parties learn that that the Second Choice Application was not successful or December 31, 2026.

3.2. Event of Default. The occurrence of any of the following shall constitute an Event of Default under this MOU:

- (a) A material breach by either Party of its obligations under this MOU; or
- (b) Either Party's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for any substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by such Party under the laws of any jurisdiction, or any such proceeding instituted against such Party under the laws of any jurisdiction that has not been stayed or dismissed within ninety (90) days after its institution, (iii) any action or answer by such Party approving or, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution, or attachment upon the property of such Party that shall substantially interfere with its performance hereunder.

3.3. Remedy Upon Default. Upon the occurrence of an Event of Default, the non-defaulting Party may give written notice thereof to the defaulting Party. If the defaulting Party fails to cure the default within ninety (90) days of such notice, or such additional time as may be necessary (in no event to exceed an additional one hundred twenty (120) days) provided that the defaulting Party has promptly commenced to cure such default and thereafter prosecutes such cure to completion, then the non-defaulting Party may, by written notice, terminate this MOU. Notwithstanding the foregoing, this MOU shall not be terminated for an Event of Default if the subject Event of Default arises due to events beyond the reasonable control of either Party. Examples of such causes include (a) acts of God or public enemy, (b) fires, (d) floods, (e) strikes or labor disputes, (f) freight embargoes, (g) unavailability of materials, (h) unusually severe weather, (i) pandemics, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable events beyond the control and without fault or negligence of the subject Party, or (k) delay caused by litigation that is not between the Parties.

3.4. Termination for Convenience. HHA and/or the City may terminate this MOU and MBS's designation in whole, or in part, whenever HHA and/or the City determines, in good faith, that such termination is in the best interest of HHA and/or the City. Any such

termination shall be effected by written notice to MBS specifying the date upon which such termination becomes effective. If the MOU is terminated, HHA and/or the City shall be liable to MBS for reasonable and proper costs resulting from such termination which costs shall be paid to MBS within sixty (60) days of receipt by HHA and/or the City of a properly documented and presented claim setting out in detail: (i) the total cost of all third-party costs actually incurred to date of termination, including costs paid previously by MBS and not funded by HHA and/or the City; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of MBS actually incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until HHA and/or the City or its assignee takes possession thereof or assumes responsibility therefor, and (iv) fair compensation to MBS for all tasks performed to date, including reasonable overhead and profit. The MDA will include further terms regarding “fair compensation” reflecting MBS’s efforts up to the date of a termination for convenience.

4. Representations

4.1 Representations of MBS. MBS represents that as of the date hereof:

- (a) MBS is a corporation duly organized, existing and in good standing under the laws of the State of Missouri is qualified to do business in the State of Alabama and has the corporate power and authority to enter into and perform its obligations under this MOU, and each other agreement or instrument entered into or to be entered into by MBS pursuant to this MOU.
- (b) This MOU has been duly entered into and constitutes the legal, valid, and binding obligation of MBS, enforceable in accordance with its terms.
- (c) The execution, delivery, and performance of MBS’s obligations under this MOU (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to MBS or any provisions of MBS’s organizational documents, and (iii) do not conflict with or constitute a default under any agreement or instrument to which MBS is a party or by which MBS or its assets may be bound or affected.
- (d) There are no actions or proceedings against MBS before any court or administrative agency that would materially adversely affect the ability of MBS to perform its obligations under this MOU.

4.2 Representations of HHA HHA represents that as of the date hereof:

- (a) HHA is a [public body corporate] organized under the laws of the State of Alabama and has the power, authority, and legal right to enter into and perform this MOU and each other agreement or instrument entered into or to be entered into by HHA pursuant to this MOU.
- (b) This MOU has been duly entered into and constitutes the legal, valid, and binding obligation of HHA enforceable in accordance with its terms.
- (c) The execution, delivery, and performance of HHA's obligations under this MOU (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to HHA or any provisions of HHA's charter, and (iii) do not conflict with or constitute a default under any agreement or instrument to which HHA is a party or by which HHA or its assets may be bound or affected.
- (d) There are no actions or proceedings against HHA before any court or administrative agency that would materially adversely affect the ability of HHA to perform its obligations under this MOU.

4.3 Representations of the City. The City represents that as of the date hereof:

- (e) The City is a public body corporate organized under the laws of the State of Alabama and has the power, authority, and legal right to enter into and perform this MOU and each other agreement or instrument entered into or to be entered into by the City pursuant to this MOU. The City is a public body corporate organized under the laws of the State of Alabama and has the power, authority, and legal right to enter into and perform this MOU and each other agreement or instrument entered into or to be entered into by the City pursuant to this MOU.
- (f) This MOU has been duly entered into and constitutes the legal, valid, and binding obligation of the City enforceable in accordance with its terms.
- (g) The execution, delivery, and performance of the City's obligations under this MOU (i) have been duly authorized, (ii) will not violate any judgment, order, law, or regulation applicable to the City or any provisions of the City's charter, and (iii) do not conflict with or constitute a default under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.
- (h) There are no actions or proceedings against the City before any court or administrative agency that would materially adversely affect the ability of the City to perform its obligations under this MOU.

5. Additional Terms

- 5.1. **Successors and Assigns.** No Party may assign this MOU without the consent in writing of each other Party. Subject to the foregoing, this MOU shall be binding on the Parties, their heirs, successors and assigns.

- 5.2. **Separability of Provisions; Captions; Amendments.** Each provision of this MOU shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this MOU is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this MOU that are valid. The captions of the sections of this MOU are for convenience only and shall be disregarded in constructing this MOU. Any amendments to this MOU shall be in writing and executed by each Party.

- 5.3. **Counterparts.** This MOU may be executed in several counterparts each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

- 5.4. **Applicable Law.** This MOU shall be construed and enforced in accordance with the laws of the State of Alabama

- 5.5. **Notice.** All notices required or permitted to be given under this MOU shall be in writing and shall be deemed given on the date of receipt if, and shall not be deemed given unless, delivered by hand, sent by registered mail, return receipt requested, or dispatched by overnight delivery service with a delivery receipt, and addressed as follows:

If to HHA: _____
 _____,
 Attn: Executive Director

with a copy to: []
 Attn: []

If to the City: _____
 _____,
 Attn:

with a copy to: []
 Attn: []

If to MBS: 100 North Broadway, Suite 100

St. Louis, MO 63102
Attn: Chief Executive Officer

With a copy to:

Klein Hornig LLP
101 Arch St., Suite 1101
Boston, MA 02110
Attn: Daniel M. Rosen

[No Further Text. Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed as of the date as first written above.

CITY:

THE CITY OF HUNTSVILLE

By: _____
Name: Tommy Battle
Title: Mayor

HH:

HUNTSVILLE HOUSING AUTHORITY

By: _____
Name: Antonio McGinnis
Title: Executive Director

MBS:

MCCORMACK BARON SALAZAR, INC.

By: _____
Name:
Title:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1143

Department: Human Resources

Subject:

Type of Action: Approval/Action

Ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the department.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3845

Department: Human Resources

Subject:

Type of Action: Approval/Action

Ordinance to amend the Budget Ordinance No. 23-762 to modify the authorized strength of the department.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

ORDINANCE NO. 24-_____

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

In the Administration department, Office of Diversity, Equity & Inclusion, add ten (10) temporary, part-time Paid COH (Student) Intern positions.

ADOPTED this the 8 day of February, 2023.

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

APPROVED this the 8 day of February, 2023.

Mayor of the City of Huntsville,
Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1144

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution to adjust the salaries of employees in certain positions in assigned department.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3831

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution to adjust the salaries of employees in certain positions in assigned department.

Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

RESOLUTION NO. 24-_____

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

Section 1. To provide equitable pay consistent with the City of Huntsville current Classification and Salary Plan, it is necessary that the salaries be adjusted for certain employees, as indicated in Attachment A, effective the first pay period following the approval of the City Council.

Section 2. The anniversary date for certain employees, as indicated in Attachment A, shall remain the same for future step increases to provide equitable pay as a result of the adjustment.

ADOPTED this the 8th day of February, 2023.

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

APPROVED this the 8th day of February, 2023.

Mayor of the City of Huntsville,
Alabama

RESOLUTION NO. 24-_____

ATTACHMENT A

Adam Smith, Senior Communications Specialist, who is currently classified at Salary Grade 17, Step 19, is hereby adjusted to Salary Grade 17, Step 25.

Tammy Vess, NAMACC Guardian Network Supervisor, who is currently classified at Salary Grade 15, Step 1, is hereby adjusted to Salary Grade 15, Step 10.

Joel Holley, Assistant City Attorney, who is currently classified at Salary Grade 20, Step 19, is hereby adjusted to Salary Grade 20, Step 25.

Whitney Aboko-Cole, Assistant City Attorney, who is currently classified at Salary Grade 20, Step 10, is hereby adjusted to Salary Grade 20, Step 15.

April Pike, Legal Secretary II, who is currently classified at Salary Grade 10, Step 4, is hereby adjusted to Salary Grade 10, Step 9.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1145

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Peace Communications Huntsville, LLC for Operation and Maintenance of Existing Public WiFi.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515070-00000000-

City Cost Amount: \$102,810.00

Total Cost: \$102,810.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This agreement is for the operation and maintenance of existing public WiFi.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3822

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Peace Communications Huntsville, LLC for Operation and Maintenance of Existing Public WiFi.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515070-00000000-

City Cost Amount: \$102,810.00

Total Cost: \$102,810.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

This agreement is for the operation and maintenance of existing public WiFi.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Peace Communications Huntsville, LLC, 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 "Contract between the City of Huntsville and Peace Communications Huntsville, LLC for Operation and Maintenance of Existing Public WiFi," consisting of forty-six (47) pages and the date of February 8, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February 2024.

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

APPROVED this the 8th day of February 2024.

Mayor of the City of Huntsville,
Alabama

**CONTRACT BETWEEN THE CITY OF HUNTSVILLE
AND
PEACE COMMUNICATIONS HUNTSVILLE, LLC
FOR
Operation and Maintenance of Existing Public WiFi**

**STATE OF ALABAMA}
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 8th day of February 2024, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and PEACE COMMUNICATIONS, LLC, sometimes referred to herein as Provider.

-WITNESSETH-

WHEREAS, the City desires to acquire services regarding network management and operations of public WiFi infrastructure including fixed wireless IP communications at various public facilities throughout the City, all in accordance with details, specifications, scope of work, general requirements, detailed functional objectives, and terms and conditions prepared by the City of Huntsville Information Technology Services Department as detailed in RFP No. 12-2024-17 issued on November 1, 2023, the Provider's proposal dated November 27, 2023 and all addenda are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Provider promises and agrees to provide such services for the party of the first part for the considerations hereinafter set out. The Provider 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 scope of work, specifications, general requirements, detailed functional objectives, terms and conditions as outlined in RFP No. 12-2024-17 and the Provider's proposal hereto attached and made a part of this contract.

FOR THE PROVISION of such services, the City agrees to pay the Provider as follows per Appendix 1- City of Huntsville Services dated November 27, 2023.


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



Peace Communications Inc

James E. Peace 1/24/24
Printed Name and Date

BY: _____
Tommy Battle
Mayor

ATTEST: 

City Council President
February 8, 2024
Date

**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:

Emilie Marie

*** Proposer must submit this form along with a detailed breakdown on items and price that the proposer's company is offering. This must be submitted on the proposer's company letter head and sealed in a separate envelope along with the proposal document.**

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

**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):

Peace Communications Huntsville, LLC.

Doing-Business-As Name of Proposer:

WIA

Principal Office Address:

2104 West Ferry Way Sw

Huntsville, AL 35901

Telephone Number:

(256) 704-4361

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:

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): Peace Communications Huntsville, LLC

■ City of Huntsville current taxpayer identification number (if available):
64780

(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
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>AL 001-058-095</u>
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> 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: Emily Cline Title (if applicable): CFO
Type or legibly write name: Emily Cline Date: 11/27/2023

Partnership Statement

If a partnership, answer the following:

Date of organization: Jan. 17, 2023
Location of organization: Alabama
The partnership is: General Limited

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

Peace Communications, LLC 100%
P.O. Box 909 Chattanooga, TN 37401

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.

Emily Cline
Signature of Proposer
EMILY CLINE
Print or Type Name of Proposer
11/27/2023
Date

Peace Communications Huntsville, LLC
Legal Name of Firm
PB Box 909
Mailing Address
Chattanooga TN 37401
City State Zip Code
423.664.8632
Phone Fax
ecline@peace.com.net
Email Address
peace.com.net
Website Address

Request for Proposal
For Operation and Maintenance of Existing Public Wi-Fi
At Various City of Huntsville Locations



RFP Response November 28th, 2023

RFP#: 12-2024-17

Peace Communications Huntsville, LLC (PCH) is a Voice Services (specifically using Voice over IP (VoIP)), Data Services, Managed Services company that specializes in wireless networking, and interconnection services. We are interested in providing these services to the City of Huntsville (COH).

Our mission is to develop high speed metropolitan wide fixed wireless IP networks. The vision is to push the competitive boundaries for Wireless, Fiber and Hybrid IP-Data, IP-Voice, and IP-Video applications.

Our core services include Inter-connected fiber and wireless communications services to commercial buildings, governmental entities, hospitals, parks, communications towers, and community centers. These services include the following managed services:

- Network Design and Topology
- Wireless / Fiber Interconnect and Internet Services
- Installation, Configuration and Maintenance of Telecommunications Equipment
- In some cases, we will terminate low voltage Ethernet/CAT5/6 wiring or fiber optics cable that the electrical contractor has already put in place. In some rare cases, we will install cable where a design or addition to the system is made after the building is complete.
- Our employees are network certified in industry standards as well as a variety of Networking Hardware and Software.

PCH offers an array of services that can be bundled to allow the creation of both permanent and portable network solutions. We feel our capabilities are unique in that we have the infrastructure to build applications and networks across many fiber networks across the Southeast.

Our assets include Fiber, Wireless, Data Center, and highly qualified Network Engineers and Technicians that pride themselves on uptime and engineered solutions. As Huntsville continues to grow as the communications HUB of the Tennessee Valley Corridor, we continue to expand our services to all the communities and counties from Northeast Alabama counties to Northwest Alabama counties. Currently, we specialize in commercial and governmental solutions. Our organization maintains the appropriate licenses and certifications to be a vendor/partner with commercial and governmental organizations.

PCH Metrics:

Network Sites:

- 36 Wireless Distribution Sites
- 4,200 Square Miles of Fixed Wireless/Wi-Fi capable coverage
- 3,500 Square Miles of Fixed Wireless Private Network coverage

Data Center Details:

- 4,000 square feet of data center white space and carrier interconnect.
- 10 Gbps Uplinks to Cogent/WOW/AT&T/Huntsville Utilities.
- 100 Gbps Uplink to NashIX.
- Redundant Environmental for both Power and Cooling.
- Private Secure site to site solutions provider for HIPAA/SOC2/3 connections.
- Our facility has been SOC2/3 audited.
- Our facility is equipped to operate indefinitely on natural gas to our redundant generators.



PCH has been operating in the Tennessee Valley Region since 2010 and operated as Traveller Inc. from 2002 through 2010, Traveller Multi Media Network, LLC (TMN). from 2010 through April 2023, and now operates under the Peace Communications family of companies. The Network Operation Center is located in Huntsville, Alabama, and we have worked with Local, State and Federal entities to provide IP services to locations that do not have access to the traditional IP options or require services to include monitoring and management. A resume of clients is listed in Appendix 8.

Wireless Solutions

Fixed Wireless

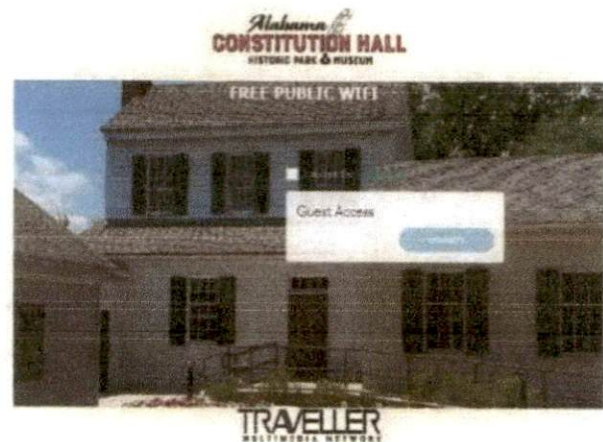
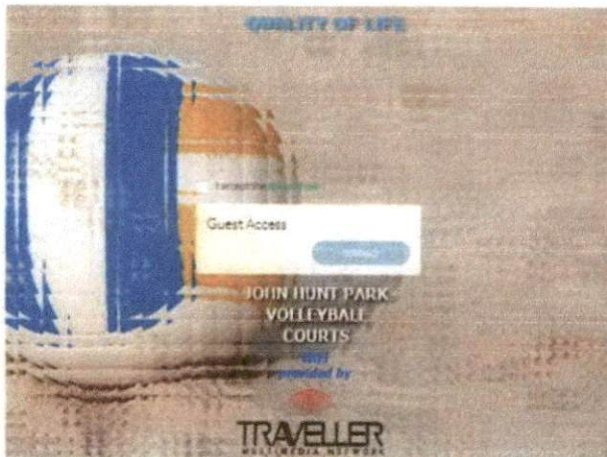
- Up to 1.4Gbps per link (All Services are symmetrical)
- Cloud based options to link multiple provider platforms.
- PTP Services and PTMP Services
- Link Security - PCH uses AES-CCM encryption protocol with 32 hexadecimal digits with dynamic-keys generated every 5mins. For HIPAA and SOC3 compliant data and other secure requirements, we also operate for our customers Cisco ASA(s) or Fortinet FortiGates to create an

encrypted IPsec VPN tunnels using IKE V1 & V2 with AES-256 SHA1/2 between locations; so, the data is encrypted twice.

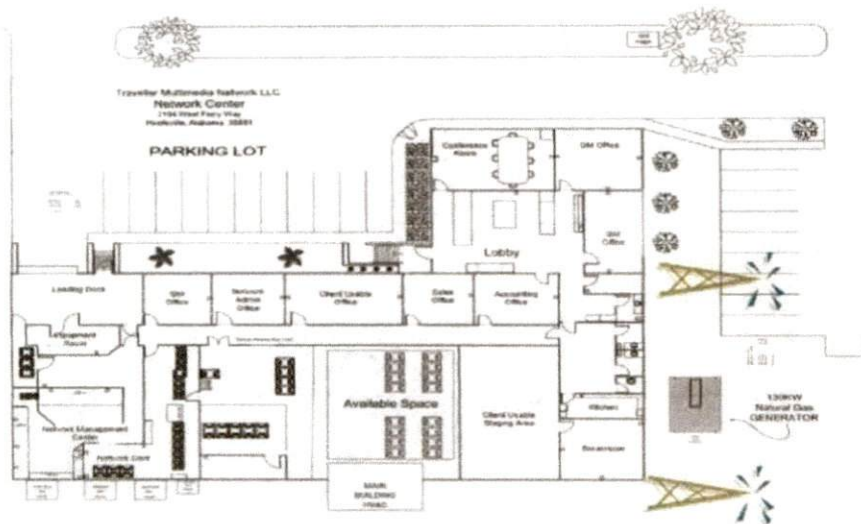
Wi-Fi Implementation and Management

- Captive Portal Solutions.
 - Because the Wi-Fi traffic crosses our network, we can provide custom branding by location or by group.
- Content Filtered Internet Services
 - PCH subscribes to a list of known problem sites and filters them from use in a public setting.
- Usage Logging and Monitoring at each site.
- Wi-Fi may operate in both Private and Public modes.
 - Sites may have Public Wi-Fi and Private Networks for credit card ingestion and other security requirements.
- Temporary Wi-Fi Delivery to remote locations.
 - PCH can build and manage temporary Fiber, Fixed Wireless, Wi-Fi Hybrid, and Surveillance Applications.
- Hybrid Fiber/Wireless design and implementation.
- Private Network Solutions to blend multivendor connectivity.

Captive Portal Examples:



Data Center Services



Redundant connected BGP routed network connections:

- AT&T
- WOW
- Cogent
- Lumen
- Huntsville Utilities

Environmental:

- Redundant N+2 Power
- Huntsville Utilities
- 60Kw Natural Gas Generator 1
- 120Kw Natural Gas Generator 2
- 5 Redundant Air Conditioning Systems all on Generated power

Security:

- Video Monitored
- Sensor Monitored
- Personnel Monitored Till 10:00 P.M.
- On call with 15-minute response from 10:00 P.M. to 6:00 A.M.

Managed Applications Services:

- Video Management
- SCADA Type Management
- Security and Monitoring for SOC3 and HIPAA Applications
- IOT (INTERNET OF THINGS) applications and Management

Because we have connectivity to Huntsville Utilities Fiber Network as well as WOW, Cogent, AT&T, and Lumen, we can blend data center interconnections, wireless services, and managed services. This allows us to embed public Wi-Fi in public facilities while ensuring the guest subscribers do not have access to the facilities secured network. This has evolved as a secure Wi-Fi solution for many Government / Sub-Contractor facilities.

PCH currently offers both symmetrical best effort service and symmetrical guaranteed services. Both types of services can be at a single unique site.

PCH currently operates content filtering based on a subscription service of the known problem sites. Access to questionable sites may be denied for public access.

Each site may be configured to manage the amount of bandwidth each user session is allowed. This ensures that sites that have lower bandwidth capability can also limit the amount of bandwidth to each session thus allowing more active Wi-Fi sessions at larger events.

Sites may have a common or custom Captive Portal page. The function of the page is to identify how the user is connecting and display the appropriate terms and conditions of use. In addition, it may provide a small amount of community information.

Support for High Quality Data Services:

- PCH has maintained a 99.999% uptime across its network over the past 5 years.
- Each site may have low latency QOS services in addition to best effort. Allowing VOIP solutions to work seamlessly on the PCH network. We have multiple local VOIP providers on our network.
- Service and support a limited number of City facilities listed in Appendix 1.
- All sites in Appendix 1 are serviceable from the existing PCH network. In addition, we can service those areas in the City of Huntsville that are not in Madison County.
- All sites can be up and operational in less than 30 days.

Promotes long term economic and community interests of the City and end users, such as wireless access in public spaces (Parks and Recreation facilities, sports fields, etc.).

With our current operating footprint, PCH can provide solutions to all parks, community centers, and sports and recreation sites. In addition, PCH can provide temporary event services on a site-by-site basis. Our staff can install, manage, service and monitor all sites.

Enables low access prices reflective of underlying costs while allowing Provider to earn a rate of return on its investment commensurate with risks involved.

All pricing is done per megabit per second. This allows pricing to be tailored to individual needs rather than one size fits them all. This type of pricing structure will allow solutions for IOTs, video camera and office solutions to be included in a single solution. All solutions will be either best effort or guaranteed bandwidth.

Then the solution is valued/priced by port charge and price per Mbps, and services required on the link.

Example Pricing:

Speed	Managed Service Charge	Port Charge	Maintenance Charge	Price per Mb
5-10 Mbps	\$40.00 *	\$75.00	\$15.00	\$9.00
11-25 Mbps	\$40.00 *	\$50.00	\$15.00	\$8.50
26-100 Mbps	\$40.00 *	\$40.00	\$15.00	\$7.00
100-250 Mbps	\$40.00 *	\$30.00	\$15.00	\$5.25
251-500 Mbps	\$40.00 *	\$20.00	\$15.00	\$3.75
501 Mbps+**	\$40.00 *	\$10.00	\$15.00	\$0.75
501Mbps+***	\$40.00*	\$10.00	\$15.00	TBD

*Managed Service Charge can be waived depending on desired service location.

** For locations where COH has established fiber connectivity

***For locations where PCH will buildout fiber/RF connectivity

PCH's solution will be completely independent of the City's existing network(s) except where city services may be required at a location and that endpoint requires a tunnel back to the City's internal network. Because of our connection to the Huntsville Utilities Fiber Network, we can create a single secure tunnel into the COH network as required. This capability creates a secure transition to a private network without crossing the internet.

All filtered and secure communications may be tunneled into the city network at a single point. The current link defined can provide up to 10 Gbps of connectivity to the City of Huntsville Network.

As part of the City's information gathering process the city wants to understand how the provider would perform the following work if the existing network were redesigned or an expansion takes place:

- PCH shall continue to design, build, install, own, operate, maintain, and manage the Network. The Network shall have the following features and functionality. Here are the specific network characteristics it plans for:

All Sites listed in Appendix 1 are the coverage map on the next page:

WIRELESS NETWORK BACKBONE



● Network Point of Presence

- Minimum locations and capacity (see Appendix 1)
 - PCH can provide access and management to all locations listed.
- Current coverage maps ensure long-term serviceability and expansion.
 - PCH can guarantee long-term serviceability as many of the sites can be serviced by multiple distribution sites.
- Physical and logical security protections
 - All sites have customer premise equipment capable of Firewall and VPN services for the location. In addition, connectivity can be firewalled/encrypted, layer2 or layer3. Site may have public INTERNET and Private VPN services.
- Web Content Filtering
 - All sites using the filtered service shall have the user's data request compared to a subscribed list of known sites that contain pornography, virus as well as sites that may not be appropriate/suitable for users in public.
- Captive Portal
 - Each subscriber shall be pointed to a portal page that will provide appropriate information for the locations, display the terms and conditions of use, and log the MAC address of the device that has accepted the terms and conditions of use.
 - No personal information or site usage data is collected.
 - In terms of law enforcement requirements, the only data collected is the MAC address of the connecting device, time, and location of access.
- Security Architecture
 - All outbound IP ingress/egress links have access lists to prevent known Cyber threats. All connections can support VLAN, VPN and Encrypted security devices.
 - We support dedicated wave/VLAN services.
 - Secure IP Internet Services.

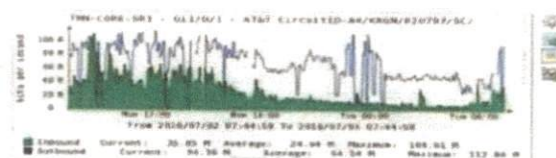
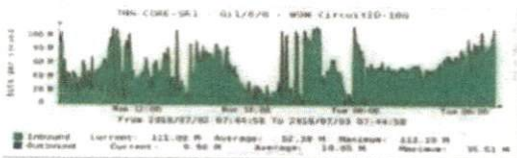
- We can create VPN tunnels from device to device via customer premise equipment. We also support software VPN's and security devices such as a Cisco ASA and Fortinet FortiGate

Public Infrastructure Monitoring, 24/7 Coverage (e.g., traffic lights, cameras, or other public structures)



PCH currently provides network cameras for the City of Athens Downtown Square and Madison County 911 Weather Camera sites. In addition, PCH via its partner E-Hype Consulting and All Terrain Communications, provides network management for 1,900 square miles of sensors and cameras along the Alabama Gulf Coast. All backups for this operation are in the PCH Data Center in Huntsville, Alabama.

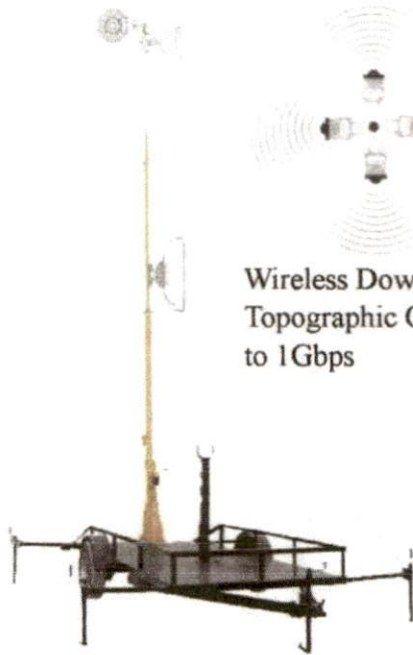
All subscriber units are logged and monitored 24x7. Our network services group is aware of power outage and communication issues to any platform location. The examples below show bandwidth monitoring and subscriber conditions.



CH19-UB365-N	00:47:36	0d 12h 10m 5s	PING OK - Packet loss = 0%, RTA = 2.32 ms
CH19-UB365-N-WAFF	00:48:10	0d 12h 8m 55s	PING OK - Packet loss = 0%, RTA = 2.80 ms
CHSEL	00:48:30	22d 21h 58m 18s	PING OK - Packet loss = 0%, RTA = 0.52 ms
OPHER	00:48:09	22d 21h 27m 57s	PING OK - Packet loss = 0%, RTA = 1.90 ms
CONTRLOOM-SWT	00:49:38	22d 21h 27m 57s	PING OK - Packet loss = 0%, RTA = 8.25 ms
CURATOR	00:48:38	6d 50h 2m 8s	PING OK - Packet loss = 0%, RTA = 0.57 ms
DEC-BANKST-MTSORT-S	00:48:27	15d 5h 53m 49s	PING OK - Packet loss = 0%, RTA = 2.73 ms
DEC-BANKST-MTSORT-S-PWM	00:49:48	15d 5h 56m 8s	PING OK - Packet loss = 0%, RTA = 5.16 ms
DEC-BANKST-UB3-E	00:49:30	12d 13h 55m 33s	PING OK - Packet loss = 0%, RTA = 3.82 ms
DEC-BANKST-UB3-E-DRS_4-DRS	00:46:37	12d 13h 55m 40s	PING OK - Packet loss = 0%, RTA = 3.91 ms
DEC-BANKST-UB3-S	00:49:30	15d 5h 53m 49s	PING OK - Packet loss = 0%, RTA = 3.22 ms
DEC-BANKST-UB3-S-ENRICHMENTCENT	00:49:28	15d 5h 53m 40s	PING OK - Packet loss = 0%, RTA = 3.81 ms
DEC-BANKST-UB3-S-RUSSELLFORREST	00:49:37	15d 5h 34m 39s	PING OK - Packet loss = 0%, RTA = 3.42 ms
DEC-BANKST-UB3-S-WAFF	00:49:17	15d 5h 36m 55s	PING OK - Packet loss = 0%, RTA = 4.49 ms
DEC-BANKST-UB3-S-WTRN	00:48:44	15d 5h 26m 8s	PING OK - Packet loss = 0%, RTA = 3.71 ms
DEC-BANKST-UB3-S-RE	00:49:16	15d 5h 13m 54s	PING OK - Packet loss = 0%, RTA = 2.95 ms
DEC-BANKST-UB3-S-HE-CALHOUN	00:50:03	15d 5h 13m 50s	PING OK - Packet loss = 0%, RTA = 6.45 ms
DEC-PWM-UB3-SW	00:47:32	6d 15h 27m 30s	PING OK - Packet loss = 0%, RTA = 4.30 ms

- Digital Signage
 - PCH currently provides communication and monitors automated digital signs in the Huntsville market.
- Response time for outages
 - PCH has network personnel and can be deployed within 2 hours of an outage event.
- Maintain accurate network access logs for all devices for a term of any contract which may be entered into by and between the City and vendor.
 - All managed WI-FI services are logged and maintained for the duration of any services. Any information required for legal proceedings shall be provided.
- Provide climbing and tower services for roof tops and towers.
 - All PCH tower personnel are COMTRAIN certified to provide tower climbing and rooftop access.
- PCH can provide portable WI-FI services for 10 to 1,500 concurrent active sessions.
- Site location will dictate the number of individual subscribers / users that are serviceable.
- PCH can coordinate wide area assets to create both permanent and temporary WI-FI and Fixed Wireless solutions.
- Solutions include portable trailer with tower and portable power generation, wireless access points and both a wireless/fiber interconnect.
- Solutions may be used for temporary events, disaster recovery, and network relay. All solutions are route able via public internet and private data solutions.

Temporary Multipoint
Coverage Options:



Wireless Downlink Solution
Topographic Condition Bandwidth up
to 1Gbps

Larger Tower options can support up to 12
thirty-degree sectors.



Fiber and Copper Uplinks
/Downlinks are supported.

Specifications:
Tower
Power 110V 5
With LED Lights
200 Watt Gas

Portable Tower can support Four Multipoint Solutions.

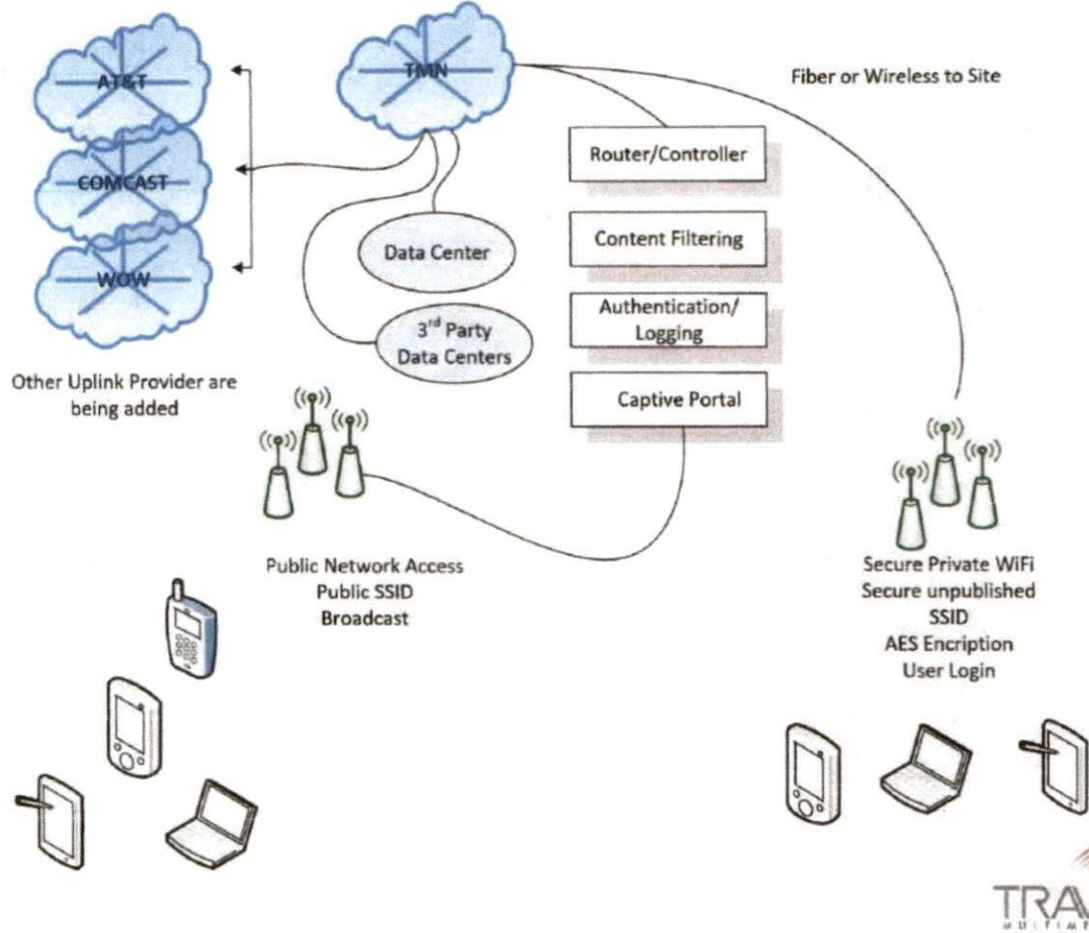
3.1 Response to Scope of Work

Each potential Provider shall submit a business and technical plan describing its approach to the project described in this RFP. The business plan shall describe the Provider's approach to design, construction, operation, and management of the Network, as well as the services to be provided over the Network in sufficient detail to allow the City to effectively consider the information. The Provider shall also include a description of the day-to-day operations and the management of all responsibilities related to the project. In addition, the Provider will explain how they will fulfill the scope of work in Section 3. This should include, at a minimum, the following:

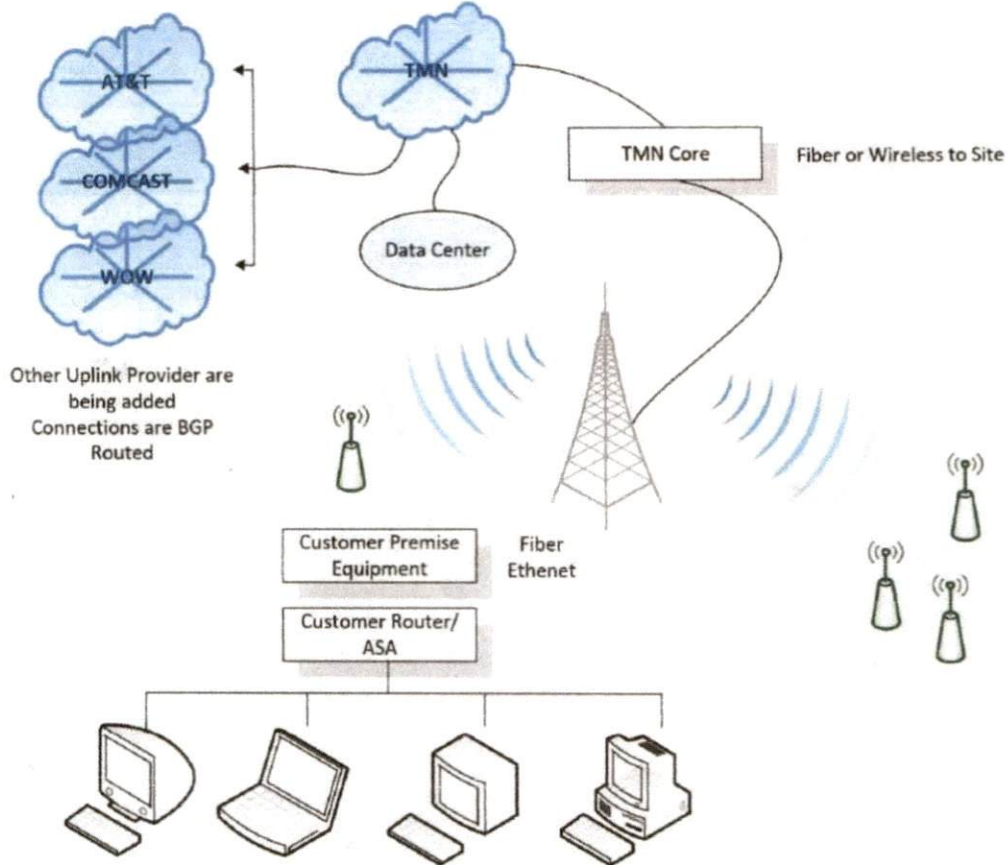
Technology: A description of the network technologies underlying the proposed network solution(s) included in the response. Each description should include the following information:

Wireless connections are capable of being Point to Point Technology, Point to Multipoint Technology. All offerings can be guaranteed bandwidth and or best effort service for Wi-Fi access points. These solutions allow both critical data and Wi-Fi access to exist at a single location. The example below details how sites on Fiber and Wireless may be connected to a central Wi-Fi controller for a City-Wide System.

Typical Wi-Fi Configurations

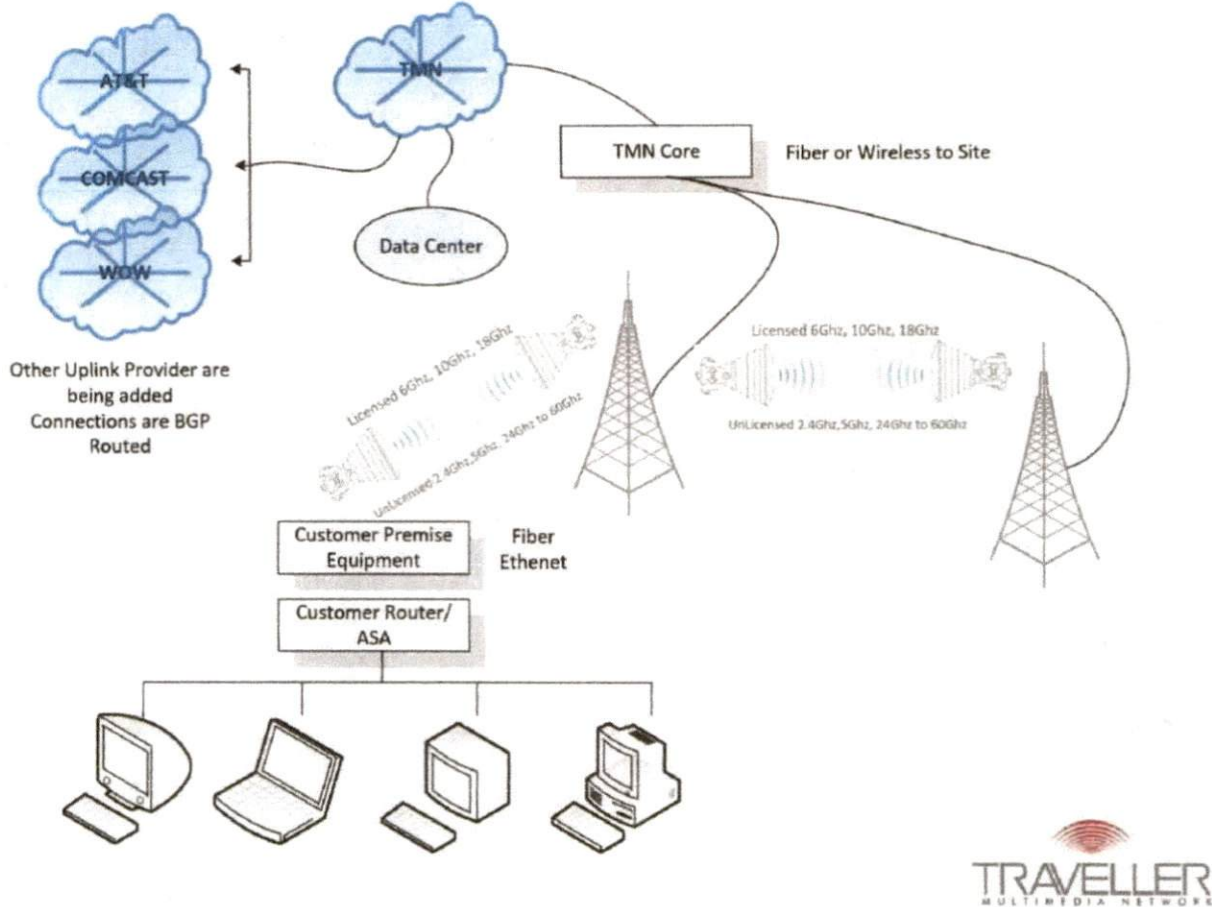


Typical Fixed Wireless Solution Multipoint



Multipoint Solutions are best deployed in low bandwidth scenarios where the remote network is less than 30Mbps symmetrically. While capacity can be hundreds of Mbps, it is a shared service and or shared with guaranteed priority based on capacity. Our current policy is 30 Mbps or less per subscriber in a multipoint sector. However, the technology can provide up to 100 Mbps in certain cases.

Typical Fixed Wireless Solution Point to Point



PCH deploys a Point to Point in scenarios where 50 Mbps to 1 Gbps of bandwidth throughput may be required. It should be noted that Point to Point services is more expensive because of the cost and scarcity of the frequency, and non-shared communication equipment. We follow FCC guidelines for Point-to-Point solutions and do both site surveys and frequency analysis to ensure we are a good wireless neighbor.

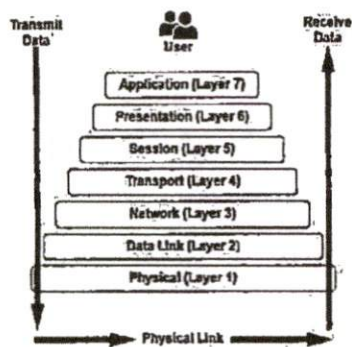
Mesh solutions and LTE in the 5Ghz band may also fit some applications and requirements. PCH has expertise at building and maintaining the appropriate solution for each requirement. Our goal is to build and maintain a consistent topology as we feel management is the key ingredient.

PCH does not rely on a single vendor hardware platform for the solution. We can mix and match the hardware that meets the industry standards to create the best solution for cost, operation, and manageability. Our key criteria are to be enterprise operable with Cisco, Adtran, HP etc.

Currently deployed frequency options includes both Licensed and Unlicensed solutions.

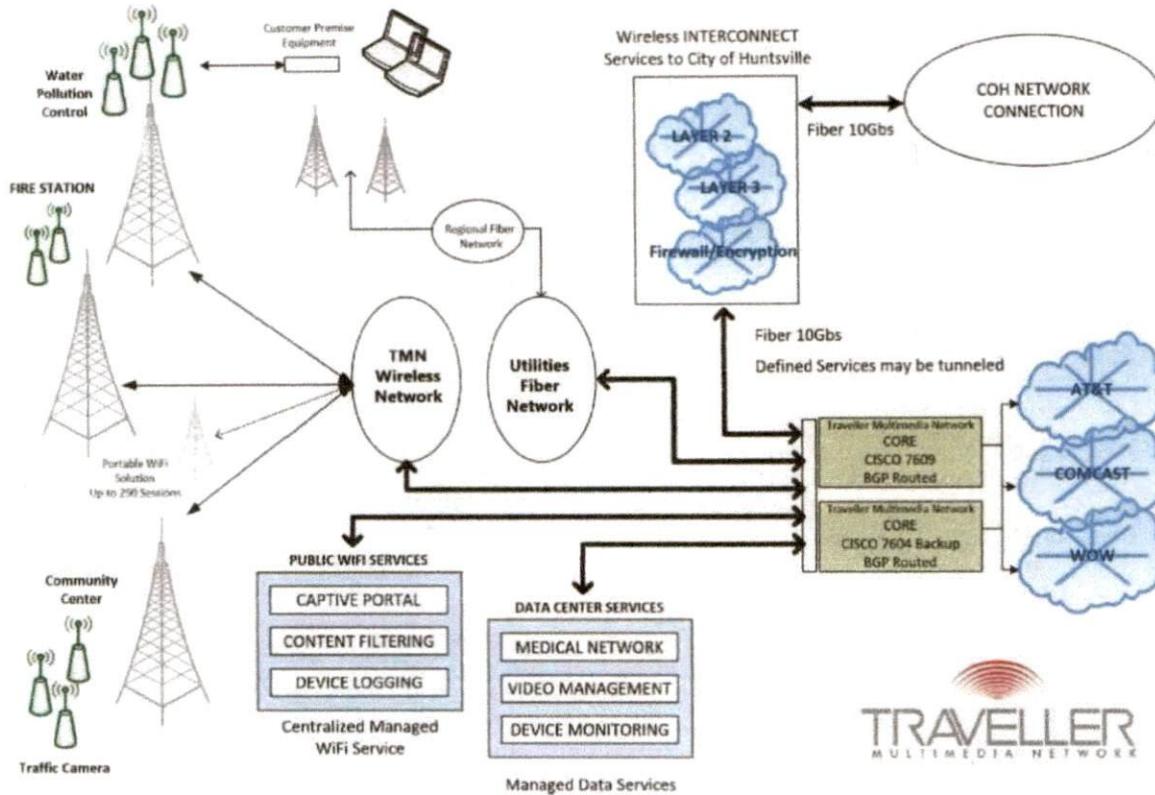
- Unlicensed solutions include 900Mhz, 2.4Ghz, 5Ghz, 24Ghz, 60Ghz.
- Licensed Solutions include 3.65Ghz, 6Ghz, 10Ghz, 18Ghz.
 - We also have experience in 4.9Ghz for Public Safety, 4.5Ghz Military deployments.
 - Our expansion plan includes some trial LTE in the rural areas.
 - All connections are capable of supporting VPN, VLAN, and any accepted standard for security.
 - PCH solutions support all technologies in the OSI model.

The 7 Layers of OSI



As much detail as possible regarding the network design including, but not limited to network design criteria, network elements, architecture, protocols, system reliability, availability, and operations and maintenance.

CITY OF HUNTSVILLE WIRELESS COMMUNICATIONS PROPOSAL



Network performance characteristics, including the range of offerings, the capacity and other factors relevant for each proposed solution.

- PCH can provide a range of solutions from 1 Mbps to 1 Gbps. It can be delivered in array of wireless topologies. All PCH towers have Multipoint and Point to Point services. In many cases, the distribution sites have both Fiber and RF redundant backhaul providing near 100% reliability.
- Ability to shape coverage (e.g., 180° vs 360° coverage)
- PCH can provide 30°, 40°, 60°, 75°, 90°, 120° sectors to balance subscriber capacity and coverage area required. As an example, to allow the most subscribers in an 180° area we would deploy 6 sectors of 30° each. A less dense subscriber requirement might be four sectors at 90° each. Our tower access and space evolved on the density requirements of the area.

Point to Point solutions operate at 3° to 10° beam width. Due to growing use of Wireless technology, our goal is to use small beam widths to allow for more radio units to be deployed in the same spectrum.

Multipoint solutions may operate in sectors of 15° to 120° and may be combined to reach the goal of capacity and service area. More sectors allow for more subscribers and refined service area. The goal is to not use frequencies with no requirements.

The proposed offering would allow the City of Huntsville to leverage this existing infrastructure for temporary locations, City Events, Redundant Requirements and Disaster Recovery failsafe. Supplementing PCH as a primary provider, WI-FI service provider and redundant network provider can enable larger deployment in both the non-serviced areas of Huntsville and the serviced area that require temporary IP links. The combination of last mile delivery interconnection with many of the major providers in Huntsville provides a mechanism to service more locations in a timely and affordable manner.

Service Offerings:

A description of proposed service offerings that the Provider anticipates offering to public and City customers.

1. Wide Area Network Managed Services
2. Technical and Engineering Support
3. Physical Network Installation and Repair of sites provided.
4. Temporary and Long-Term Data Center services
5. Managed WI-FI services for all parks, community centers and areas of need.

Broadband service offerings (type of broadband service, speed tiers, differences between public and City offerings)

PCH offers fixed wireless solutions and are priced in Mbps.

There are no tiers, all connections are priced as per Mbps to fit the solution. Whether or not the service will be an open access network or sole provider.

Our solutions provide both open access network and sole provider solutions depending on the requirement and needs.

Pricing Strategy

All connectivity shall be priced per Mbps of guaranteed service not best effort and what level of security and routing technology prescribed.

Solutions for Cloud based best effort may also be offered for public Wi-Fi solutions.

PCH is not a reseller, but rather a network operator and has the ability to structure pricing to meet and deliver solutions designed to meet the client requirements. Our ability to interconnect infrastructure and bridge those connections on short notice makes us unique.

Pricing may be created based on the number of sites and amount of required bandwidth and services to be provided and managed.

The formula for pricing is as follows:

Multipoint Service – Best Effort Price * Amount + Managed Services = Cost
Multipoint Service – Guaranteed Price * Amount + Managed Service = Cost

Point to Point Service – Guaranteed Price * Amount + Managed Service = Cost

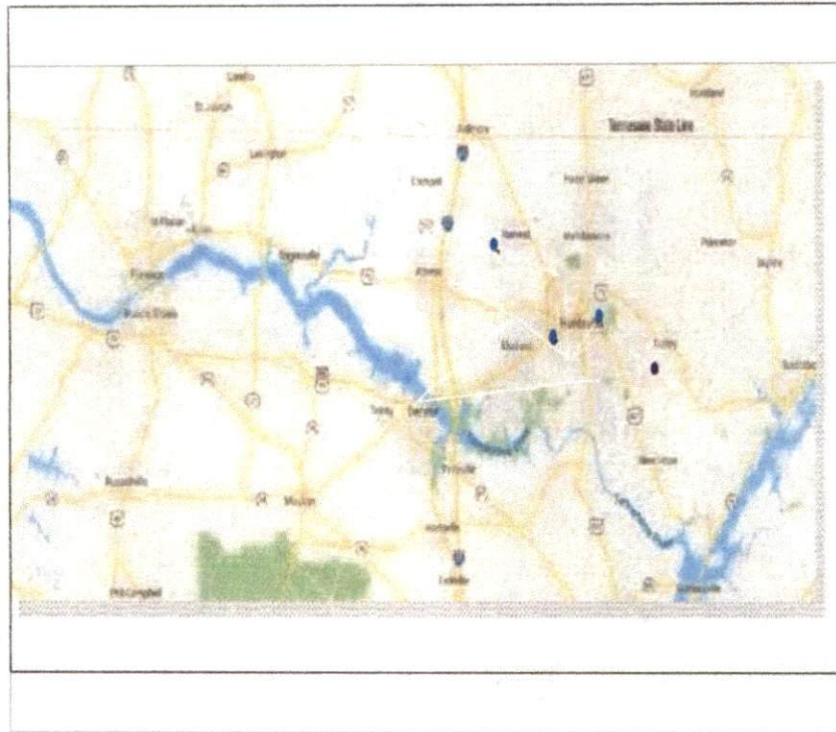
Metro-Link Service – Guaranteed Price * Amount + Ring Access + Managed Service = Cost

A port charge will be charged on any connection less than 10 Mbps.

Since our bandwidth is sold without tiers, the customer can build their own connection.

The price for each option can be negotiated based on service additions and changes, number of sites, and amount of bandwidth.

Network Wireless Backhaul Information



Network Point of Presence

Point to Point Backbone

Point to Point Backbone Planned or Under Construction

Fiber and Wireless Redundant Links

Network Operations Center

Desired Fiber Location

WIRELESS NETWORK COVERAGE



- Point to Point Backbone
- Point to Point Backbone
- Under Construction

Subscriber Frequencies 5.375 – 5.425
Subscriber Frequencies 5.725 – 5.875
Subscriber Frequencies 3.650 – 3.750

Rollout strategy: A discussion of the anticipated deployment strategy, scope, and timing of the proposed rollout. The discussion should identify the levels of committed demand necessary to trigger rollout obligations and any factors likely to influence the scope or timing of the rollout and explain how those factors impact the strategy.

PCH has no minimums to trigger a rollout. The PCH infrastructure is in place and can cover the sites in Appendix 1. Should the site not be in the current target areas, PCH will work with COH to provide a time frame to deliver the service to a location.

Currently the PCH network operates on a collection of 21 towers in the City of Huntsville area and approximately 15 additional towers in the Tennessee Valley Corridor. We can deploy our service for both temporary and permanent installations within hours in emergency situations and standard installations within 5 to 7 working days.

Roles and Responsibilities: A description of the roles and responsibilities envisioned for Provider, Provider team members (if any), City, and third parties (if applicable) for each of the following:

Network Design

PCH designs and manages both Wi-Fi and fixed wireless systems throughout the state of Alabama and Southeast United States. Our expertise is in wireless systems and IP communications managed services.

Network Construction

PCH and its subcontractors have constructed and operate over 4,000 square miles of fixed wireless communications in both private and open systems. See backhaul and coverage map appendix. In addition, we support an additional 1,900 square miles of wireless distribution on the Alabama Gulf Coast. That location has an addition of 9 distribution towers and locations.

Below is a sample of the regions and projects we have provided.

- City of Athens
- Limestone County
- Madison County
- State of Alabama – Department of Conservation and Natural Resource
- Contact Colonel Scott Bannon
- Major Jason Downey
- Captain Edward Willis

PCH maintains On-Staff Tower Climbers, Network Engineers, and onsite Technicians to deploy, repair, and manage both private and public IP services.

All climbers are Comtrain Certified.

Network Operations and Management

- PCH operates an 8,000 square foot data facility for private and public data services.
- The facility is staffed from 7:00 am until 12:00 midnight. 30-minute response is available from 12:00 PM (midnight) to 7:00 AM.
- Network monitoring and reporting operated 24/7

Community Outreach and Customer Acquisition

PCH's Data Center and Interconnect Capabilities allow us to provide wireless and wired solutions to entities with limited funding and public events that may wish to ensure they have data services. We are committed to helping local nonprofits, with reduced bandwidth costs and network engineering services.

Security and Firewall Strategy for Public Access

PCH has access list, Captive Port authentication and content filtering. We also support any ASA compatible device.

Because our facility operates as an Interconnection Facility, we currently offer both content acquisition and content delivery for the following industries:

- Medical / Radiology
- IOT – Sensors and Data Collection
- SCADA Controllers
- Video Monitoring
- Remote Sensor Data Collection

In addition, we have the ability to create and manage cloud services via our multiple network uplinks.

Financial Projections:

The business plan should include a pro forma financial statement, identifying projected capital outlays, ongoing operational costs, and expected revenues from services for at least the first five years of construction and operation, including projected take rates and any financial, technology, or any other resource contributions requested by the Provider from the City.

The plan should identify and quantify all key assumptions underlying the calculations.

5 Year Financial Summary

Year	Sales	Profits
2018	\$818,604.31	\$101,019.78
2019	\$995,507.69	\$115,267.81
2020	\$1,241,037.63	\$172,869.91
2021	\$1,479,076.58	\$390,728.16
2022	\$1,602,440.07	\$76,215.62
Averages	\$1,227,332.656	\$171,220.256

3.2 Provider Qualifications and Credentials

Potential Provider's should have experience in wireless network design and operation –provide a statement of experience highlighting similar network systems designed, constructed, and operated, including project name, location, size, technology used, and name and phone number for reference contacts. Also indicate whether each system is owned by the Provider or another entity.

- Local City Governments – Hybrid of government owned and private owned network segments.
- Athens - Hybrid of government owned and private owned network segments.
- Decatur – PCH privately owned only.

Peace Communications Huntsville, LLC. RFP 12-2024-17 Page: 23

- Guntersville – PCH Privately owned only.
- State of Alabama Sites – Owned by State of Alabama and managed by E-Hype/PCH.
- Local Counties
 - Madison – Madison County, City of City of Madison, E911, MCEA
 - Morgan – PCH Privately owned.
 - Marshall – PCH Privately owned.
 - Limestone – Hybrid of government owned and privately owned network segments.
 - Lawrence – PCH Privately owned.
 - Baldwin – Built, managed, and maintained State of Alabama Department of Conservation
 - Mobile - Built, managed, and maintained State of Alabama Department of Conservation State
 - Alabama Department of Conservation Mobile/Orange Beach/Gulf Shores/Bayou LaBatre/Dauphin Island. State Parks Wireless Management Support – Monte Sano, Joe Wheeler

Financial Stability

Provider shall submit its two most recent annual financial statements in order to permit analysis of its financial resources. If financial statements are unavailable due to confidentiality, submit recent D&B reports. If Provider is part of a team, the two most recent annual financial statements for each team member should be submitted. If the Provider's response includes Provider financing or committed bank or other financing, the two most recent annual financial statements of such equipment and financial institutions should be submitted. In addition, each Provider or team shall provide a bond, in an amount negotiated, to guarantee satisfactory completion of the project.

2 Year of Financial Statements See Appendix 3.

Staff Technical and Managerial Experience

Include a statement of experience and resumes of the project team, including the project manager and other key personnel who will be assigned to this project. Also include a list of any known or anticipated subcontractors along with their roles and responsibilities.

PCH Personnel of Interest:

- Tim Erwin – Vice President
- Chris Nail – Vice President
- Brandon Tunstill –Project Manager
- Alex Bentley – Cyber Security and Network Management
- David Weed- Site Coordinator and Service Management
- Jamar Watkins- Site Installation and Service Technician
- Raymond Diaz – Climber, Site Installation, and Service Technician

Subcontractors

- Global Tower Solution – Jim Parkes Owner/GM

PCH has applied to transfer TMN's Wireless General Contractor License with the State of Alabama and will be able to produce it upon request by the city.

See State of GC Wireless Systems Alabama License Appendix 2.

PCH management are members of the WISPA trade organization.

Appendix 2

STATE OF ALABAMA

BID LIMIT:		LICENSE NO.: S- 52061
AMOUNT:		TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TRAVELLER MULTI MEDIA NETWORK LLC
HUNTSVILLE, AL 35801
is hereby licensed a General Contractor in the State of Alabama and is authorized
to perform the following type(s) of work:

SUBCONTRACTOR: INSTALLATION OF WIRELESS SYSTEMS

until **July 31, 2023** when this Certificate expires.
Witness our hands and seal of the Board, dated Montgomery, Ala.,

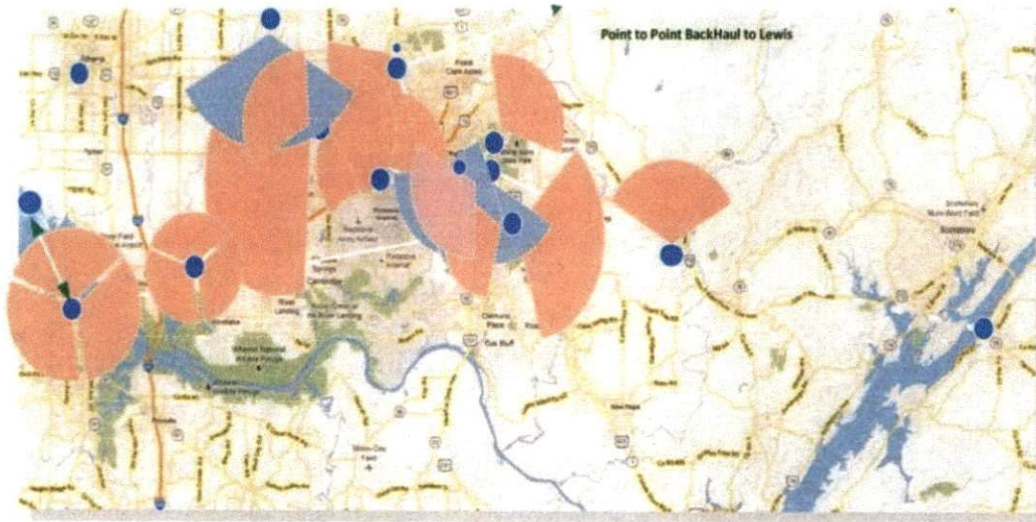
14th day of July, 2022

<i>Michael B. Teer</i> SECRETARY-TREASURER	<i>Charles P. Cook, Jr.</i> CHAIRMAN
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Appendix 4

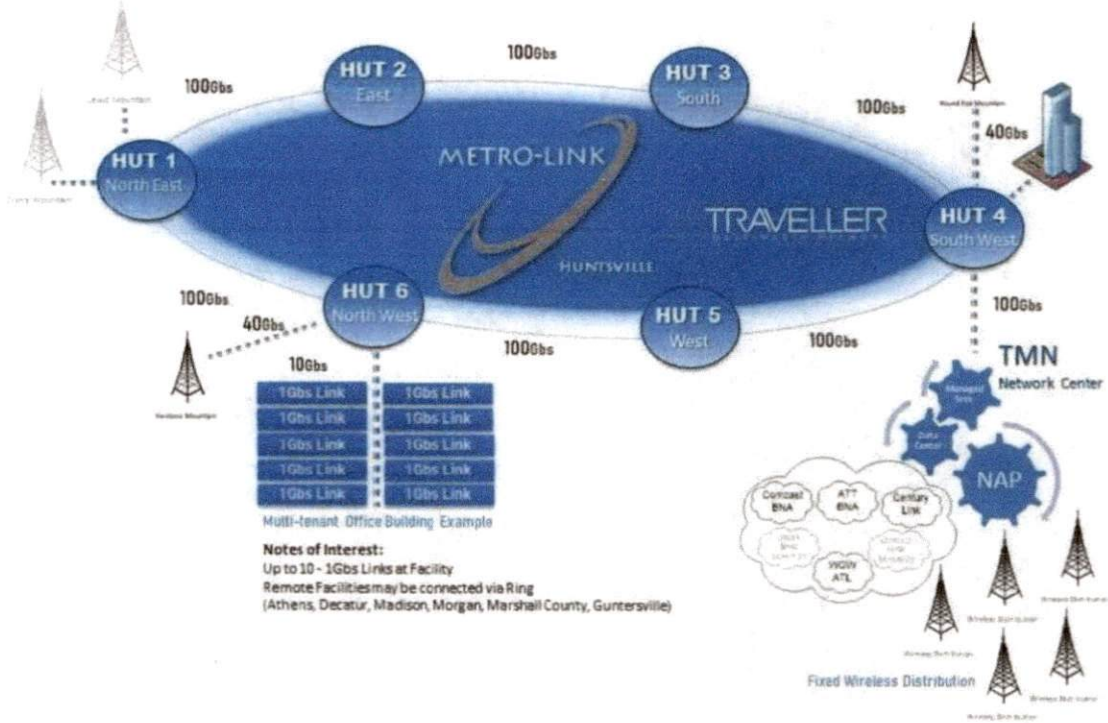
WIRELESS NETWORK COVERAGE



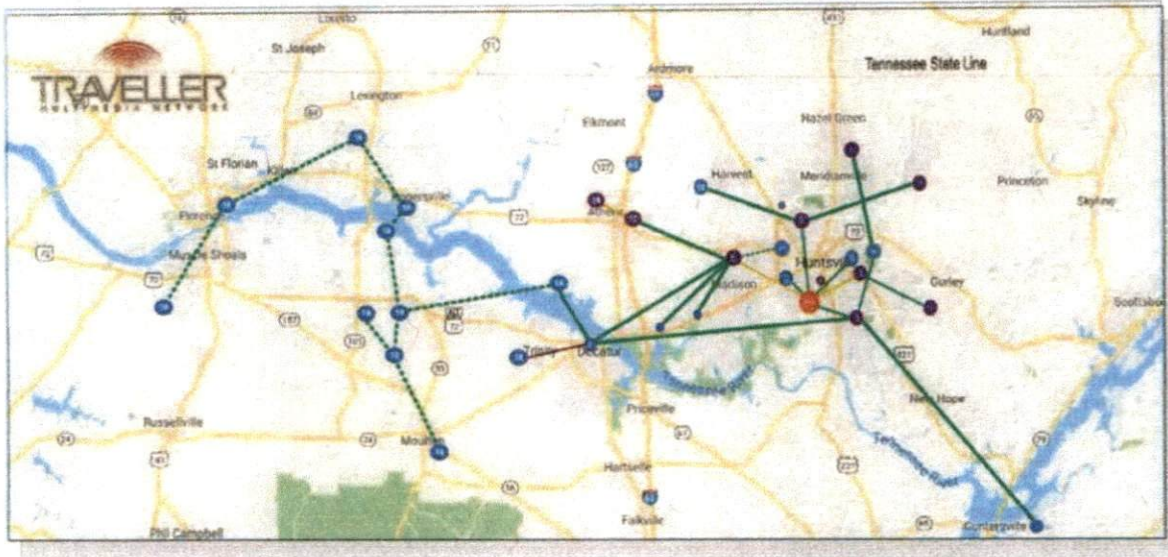
Please note all coverage maps indicate areas of intended coverage. Actual service is subject to topographical conditions at the exact location.

- Network Point of Presence
- Point to Point Backbone
- Point to Point Backbone

Appendix 5 – Metro-Link Fiber



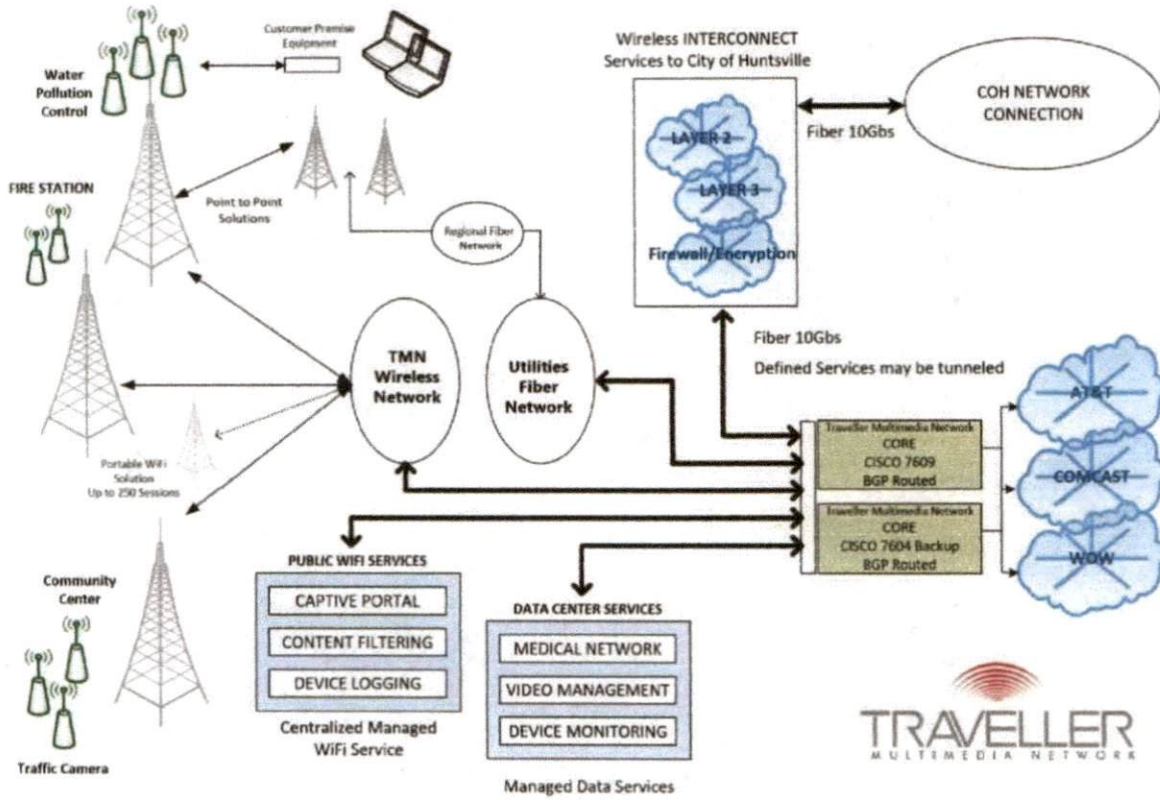
Appendix 6 – Current and Planned Backhaul Capabilities



- Network Point of Presence ●
- Point to Point Backbone —
- Point to Point Backbone Planned or Under Construction - - -
- Fiber and Wireless Redundant Links —
- Network Operations Center ●
- Desired Fiber Location ●

Appendix 7

CITY OF HUNTSVILLE WIRELESS COMMUNICATIONS PROPOSAL



Appendix 8

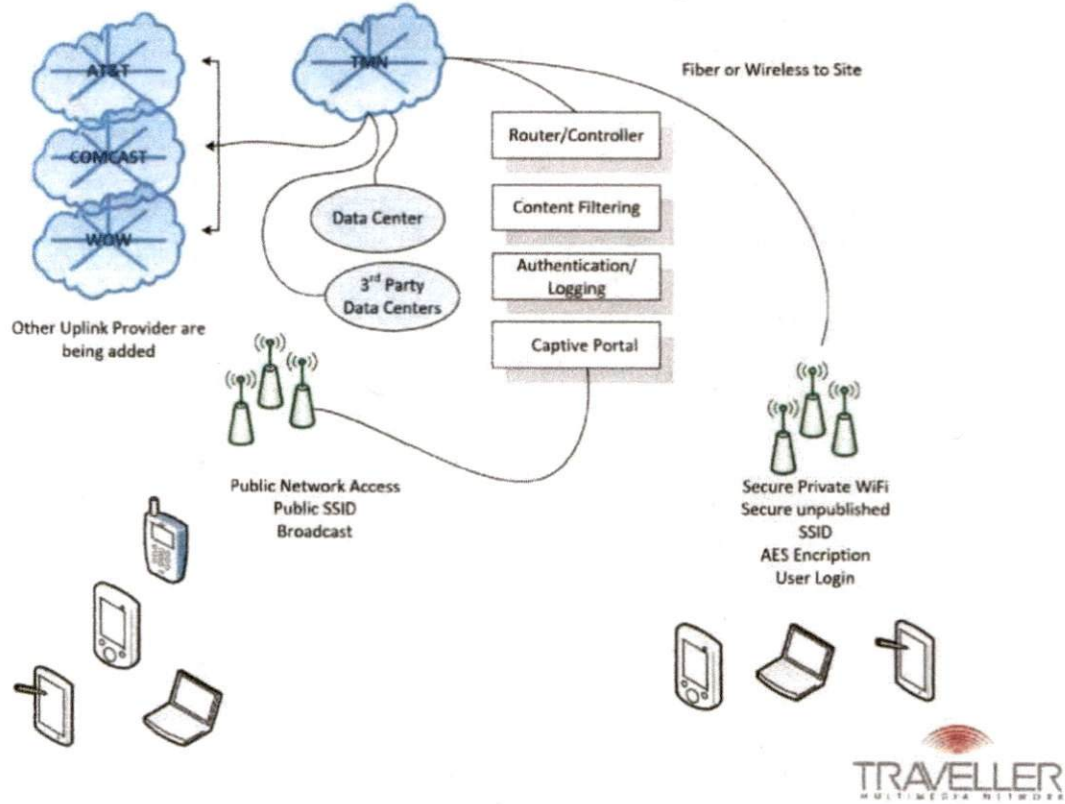
Client Sample and References

- City of Athens
 - Dale Haymon – IT Manager City of Athens
- State of Alabama Department of Conservation and Natural Resource
 - Col. Scott Bannon
 - Major Jason Downey
 - Captain Edward Willis
- Book Systems Inc.
 - Dewayne Jetter
- Madison County E911
 - Ernie Blair
- US Space and Rocket Center
 - Elbert Shaw
- Finao/Radiology of Huntsville
 - Gene Cathey- CEO
- Madison County Executive Airport
 - Tom Sharp
 - Ray Meyer Jr.
- WHNT Channel 19
 - David McFerrin – Chief Engineer
- WAFF 48
 - JT Harriman – Chief Engineer
- Blackcrow Broadcasting (Star 99)
 - Nick Emmons – Chief Engineer
- Big River Broadcasting
 - Nick Martin – General Manager
 - Jerry Phillips - Owner
- WTKI /WEKI
 - Fred Holland - Owner

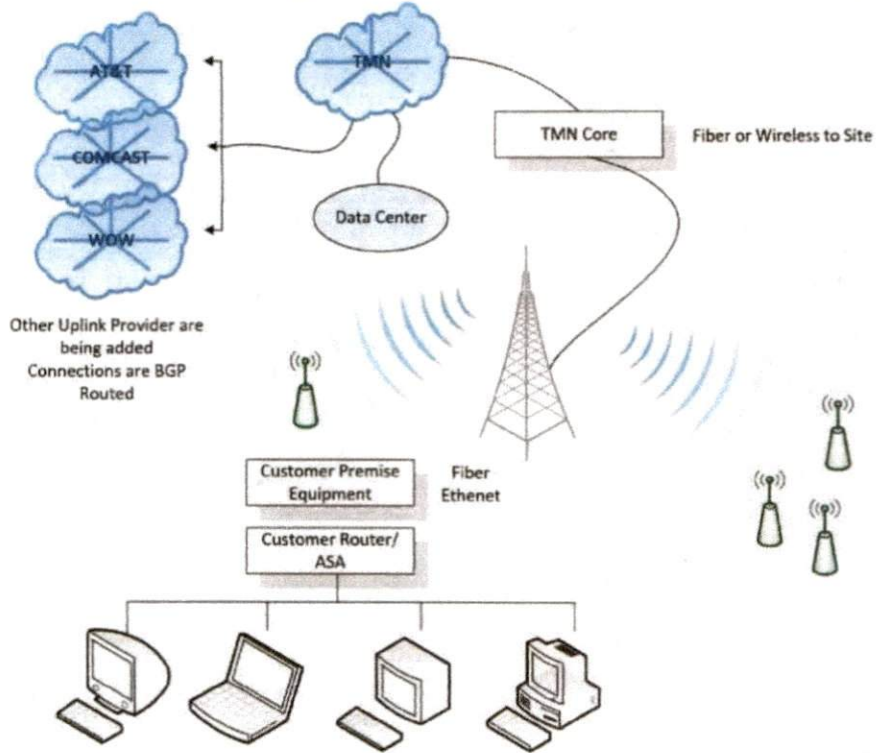
Appendix 9

Typical Installations:

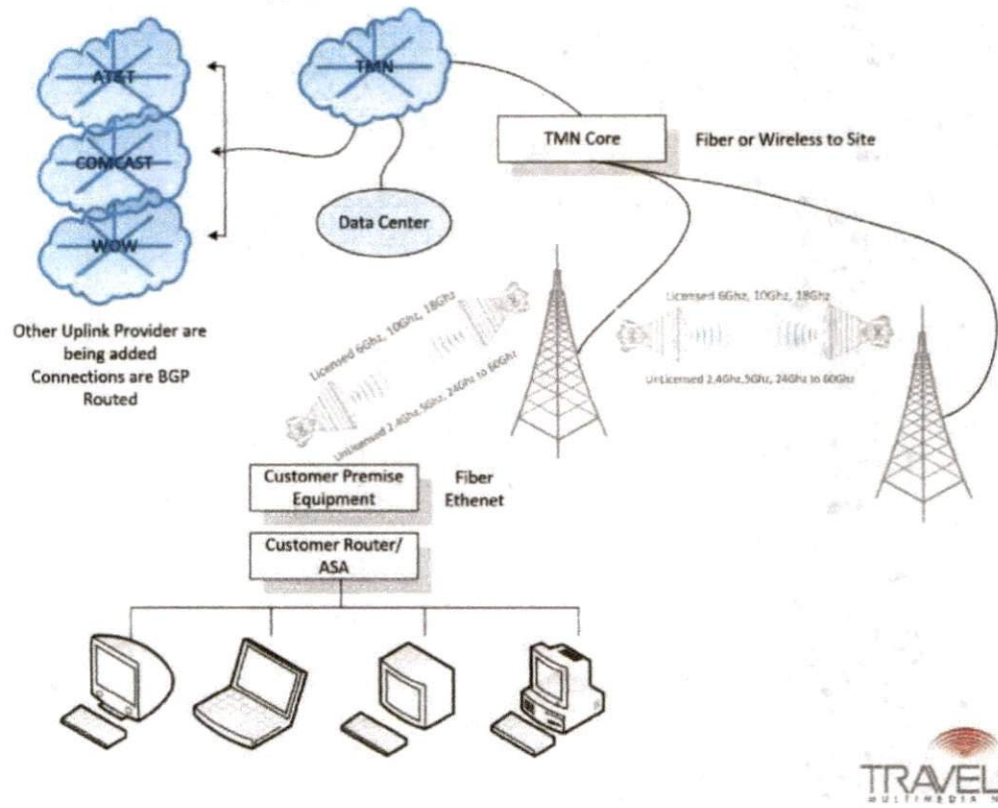
Typical Wi-Fi Configurations



Typical Fixed Wireless Solution Multipoint



Typical Fixed Wireless Solution Point to Point



Appendix 1

CITY OF HUNTSVILLE SERVICES

11/27/23

PUBLIC HOT SPOTS	AP(s)	MB	TYPES OF SERVICES PROVIDED	RATE	QTR AMOUNT
Barron Bluff (Burritt)	4	10	WiFi – public protected & filtered	\$220.00	\$660.00
Brahan Springs Recreation Center (Indoor)	2	5	WiFi – public protected & filtered	\$175.00	\$525.00
Burritt Museum	3	10	WiFi – public protected & filtered	\$220.00	\$660.00
Butler Green Park	4	10	WiFi – public protected & filtered	\$220.00	\$660.00
Calvary Recreation Center	2	501	WiFi – public protected & filtered	\$315.50	\$946.50
City Council Chambers	4	10	WiFi – public protected & filtered	\$220.00	\$660.00
Constitution Village	5	20	WiFi – public protected & filtered	\$275.00	\$825.00
Downtown Square	3	10	WiFi – public protected & filtered	\$220.00	\$660.00
Fire Station 18	0	20	Connection Transport to COH	\$275.00	\$825.00
HPD Court House/Jail	1	10	WiFi – public protected & filtered	\$220.00	\$660.00
Huntsville Natatorium	1	1000	WiFi – public protected & filtered	\$565.00	\$1,695.00
Huntsville Natatorium Second Radio	1	1000	WiFi – public protected & filtered	\$565.00	\$1,695.00
Huntsville Tennis Center	4	5	WiFi – public protected & filtered	\$175.00	\$525.00
Jaycee Building (Inside)	2	10	WiFi – public protected & filtered	\$220.00	\$660.00
John Hunt Park (Beach Volleyball)	7	1000	WiFi – public protected & filtered	\$565.00	\$1,695.00
John Hunt Park (Outside)	4	10	WiFi – public protected & filtered	\$220.00	\$660.00
John Hunt Park (Press Inside)	2	5	WiFi – public protected & filtered	\$175.00	\$525.00
Johnson Legacy Center	4	501	WiFi – public protected & filtered	\$315.50	\$946.50
Kiwanis Sportsplex	6	10	WiFi – public protected & filtered	\$220.00	\$660.00
Lakewood Recreation Center	3	5	WiFi – public protected & filtered	\$175.00	\$525.00
Mark Russell Recreation Center	13	501	WiFi – public protected & filtered	\$315.50	\$946.50
Max Luther Recreation Center	2	10	WiFi – public protected & filtered	\$220.00	\$660.00
Mayor's Office	1	5	WiFi – No Filtering	\$135.00	\$405.00
Merimack Park	3	10	WiFi – public protected & filtered	\$220.00	\$660.00
Municipal Court	8	501	WiFi – public protected & filtered	\$315.50	\$946.50
Old Miracle League Field	1	5	WiFi – public protected & filtered	\$175.00	\$525.00
Optimist Park Recreation Center	2	5	WiFi – public protected & filtered	\$175.00	\$525.00
Dr. Robert Shumey Legacy Center	4	501	WiFi – public protected & filtered	\$315.50	\$946.50
Sonya Dr. Community Center	1	10	WiFi – public protected & filtered	\$220.00	\$660.00
Veterans Museum	1	5	Internet Connection Only	\$135.00	\$405.00
TRAFFIC ENGINEERING					
Greenbrier Pkwy / Old Hwy 20 Cameras and Controller	1	3	Connection Transport to COH	\$100.00	\$300.00
Controller	1	3	Connection Transport to COH	\$100.00	\$300.00
Governors/Monte Sano Traffic Cameras and Controller	1	3	Connection Transport to COH	\$100.00	\$300.00
Mid City / University Drive Traffic Cameras and Controller	1	15	Connection Transport to COH	\$192.50	\$577.50
Old Hwy 20/ County Line Traffic Cameras and Controller	1	15	Connection Transport to COH	\$192.50	\$577.50
DIGITAL SIGNS					
Drake Aquatic Center Digital Sign on Drake Ave.	1	3	Connection Transport to COH	\$100.00	\$300.00
Total Services Provided					\$25,702.50

Appendix 3

Financial Statements 2021 and 2022

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TRAVELLER MULTI MEDIA NETWORK, LLC
Balance Sheet
 As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Traveller MultiMedia Network, L	502,499.48
TRAVELLER SBA ACCOUNT	569.24
Total Checking/Savings	503,068.72
Accounts Receivable	
Accounts Receivable	-200,353.68
Total Accounts Receivable	-200,353.68
Other Current Assets	
Inventory Asset	9,199.69
Undeposited Funds	2,025.24
Total Other Current Assets	11,224.93
Total Current Assets	313,939.97
Fixed Assets	
ACCUM DEPR - LEASEHOLDER	-1,127.94
ACCUM. DEPR. - COMP. EQUIP:	-190,455.64
ACCUM. DEPR. - DATA CTR. EQ.	21,140.46
ACCUM. DEPR. - FURNITURE / EQUIP	-62,542.20
ACCUM. DEPR. - NETWORK EQUIPMEN	48,274.06
ACCUM. DEPR. - PREMISE EQ.	-5,812.31
ACCUM. DEPR. - TOWER EQUIPMENT	5,088.03
ACCUM. DEPR. - VOIP EQUIPMENT	-99.85
CELLULAR PHONES	364.59
COMPUTER EQUIPMENT	290,465.89
CUSTOMER PREMISE EQUIPMENT	42,040.77
DATA CENTER EQUIPMENT	83,055.17
Furniture and Equipment	15,938.68
LEASEHOLDER IMPROVEMENT	210,441.54
NETWORK EQUIPMENT	72,857.89
NETWORK EQUIPMENT/HARDWARE	238,584.02
TOWER EQUIPMENT	297,328.36
VOIP EQUIPMENT	388.16
Total Fixed Assets	1,065,909.68
TOTAL ASSETS	1,379,849.65
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-783.11
Bryant Bank / Line of Credit	-114,000.00
Total Accounts Payable	-114,783.11
Credit Cards	
TRAVELLER VISA	3,685.00
Total Credit Cards	3,685.00
Other Current Liabilities	
Bryant Bank NOTE	68,419.62
FEDERAL/FICA PAYABLE	888.68
FUTA PAYABLE	137.26
STATE W/H PAYABLE	2,646.63
SUI PAYABLE	55.15
Total Other Current Liabilities	72,147.34
Total Current Liabilities	-38,950.77

12:36 PM

11/28/23

Accrual Basis

TRAVELLER MULTI MEDIA NETWORK, LLC

Balance Sheet

As of December 31, 2021

	<u>Dec 31, 21</u>
Long Term Liabilities	
NOTE PAYABLE - DAVE BUTLER	45,499.89
NOTE PAYABLE - SUPERIOR BANK	30,390.53
Total Long Term Liabilities	<u>75,890.42</u>
Total Liabilities	36,939.65
Equity	
CAPITAL - CHRIS NAIL	2,131.88
CAPITAL - CRYSTAL DATA INTERNAT	36,187.45
CAPITAL - GARY WEST	12,736.49
CAPITAL - TIM ERWIN	3,296.43
CAPITAL - TRAVELLER INC.	37,115.30
Member 2 Equity	4,791.60
Opening Balance Equity	-414.76
Retained Earnings	856,337.45
Net Income	390,728.16
Total Equity	<u>1,342,910.00</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,379,849.65</u></u>

12:35 PM

11/28/23

Accrual Basis

TRAVELLER MULTI MEDIA NETWORK, LLC

Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
Traveller MultiMedia Network, L	176,024.87
TRAVELLER SBA ACCOUNT	<u>569.24</u>
Total Checking/Savings	176,594.11
Accounts Receivable	
Accounts Receivable	<u>37,905.50</u>
Total Accounts Receivable	37,905.50
Other Current Assets	
Inventory Asset	9,199.69
Undeposited Funds	<u>338.74</u>
Total Other Current Assets	9,538.43
Total Current Assets	<u>224,038.04</u>
Fixed Assets	
ACCUM DEPR - LEASEHOLDER	-1,127.94
ACCUM. DEPR. - COMP. EQUIP.	-190,455.64
ACCUM. DEPR. - DATA CTR. EQ.	28,275.98
ACCUM. DEPR. - FURNITURE / EQUIP	-62,542.20
ACCUM. DEPR. - NETWORK EQUIPMEN	52,474.56
ACCUM. DEPR. - PREMISE EQ.	-5,812.31
ACCUM. DEPR. - TOWER EQUIPMENT	6,833.88
ACCUM. DEPR. - VOIP EQUIPMENT	-99.85
CELLULAR PHONES	364.59
COMPUTER EQUIPMENT	290,465.89
CUSTOMER PREMISE EQUIPMENT	46,091.52
DATA CENTER EQUIPMENT	111,701.59
Furniture and Equipment	15,938.68
LEASEHOLDER IMPROVEMENT	214,226.19
NETWORK EQUIPMENT	72,857.89
NETWORK EQUIPMENT/HARDWARE	251,227.72
TOWER EQUIPMENT	322,243.83
VOIP EQUIPMENT	<u>388.16</u>
Total Fixed Assets	<u>1,153,052.54</u>
TOTAL ASSETS	<u><u>1,377,090.58</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,270.60
Bryant Bank / Line of Credit	<u>-114,000.00</u>
Total Accounts Payable	-115,270.60
Credit Cards	
TRAVELLER VISA	<u>3,685.00</u>
Total Credit Cards	3,685.00

12:35 PM

11/28/23

Accrual Basis

TRAVELLER MULTI MEDIA NETWORK, LLC

Balance Sheet

As of December 31, 2022

	<u>Dec 31, 22</u>
Other Current Liabilities	
Bryant Bank NOTE	68,419.62
BUSINESS LOAN	-78,487.20
FEDERAL/FICA PAYABLE	888.68
FUTA PAYABLE	137.26
STATE W/H PAYABLE	2,646.63
SUI PAYABLE	55.15
Total Other Current Liabilities	<u>-6,339.86</u>
Total Current Liabilities	-117,925.46
Long Term Liabilities	
NOTE PAYABLE - DAVE BUTLER	45,499.89
NOTE PAYABLE - SUPERIOR BANK	30,390.53
Total Long Term Liabilities	<u>75,890.42</u>
Total Liabilities	-42,035.04
Equity	
CAPITAL - CHRIS NAIL	2,131.88
CAPITAL - CRYSTAL DATA INTERNAT	36,187.45
CAPITAL - GARY WEST	12,736.49
CAPITAL - TIM ERWIN	3,296.43
CAPITAL - TRAVELLER INC.	37,115.30
Member 2 Equity	4,791.60
Opening Balance Equity	-414.76
Retained Earnings	1,247,065.61
Net Income	76,215.62
Total Equity	<u>1,419,125.62</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,377,090.58</u></u>

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

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

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

*Signature: Emily Cline

*Name of Certifying Official (print): Emily Cline

*Title: CFO

Date of Certification: 1/31/2024

The above Certification was signed in my presence by the person whose name appears above on this 31 day of January, 2024.

Teri Upham

Signature of Witness

Teri Upham

Printed Name of Witness



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1146

Department: Landscape Management

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: NTE \$7,500

Total Cost: NTE \$7,500

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3821

Department: Landscape Management

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS).

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: NTE \$7,500

Total Cost: NTE \$7,500

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be and he is hereby authorized to enter into an agreement by and between the City of Huntsville and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS), 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 “Cooperative Service Agreement between City of Huntsville and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS),” consisting of two (2) pages, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama

WORK PLAN

Wildlife Species: Coyote, geese, beaver, etc.

Description of Damage: Various damages

Location: City of Huntsville

Services Provided: Harassment, Trap and Remove, etc.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$5,130.00
Travel		
Vehicles		\$400.00
Other Services		
Supplies and Materials		
Equipment		\$368.55
Subtotal (Direct Charges)		\$5,898.55
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$648.84
Indirect Costs	16.15%	\$952.61
Aviation Flat Rate Collection		
Agreement Total		\$7,500.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$7,500.00		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Mr. Brian Walker
 City of Huntsville
 308 Fountain Circle
 Huntsville, AL 35801
 (256) 427-5159
Brian.walker@huntsvilleal.gov

APHIS-WS State Office Name, Address, Phone Number, Email

Leah Wetch
 Budget Analyst
 USDA APHIS WS
 6155 Heath Road
 Auburn, AL 36830
 701-355-3302
 Email: leah.m.wetch@usda.gov



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1147

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Attorney to settle the lawsuit of Jasmen Q. Peacock, et al. v. City of Huntsville, et al., Case No. 47-DV-2024-900142.00 in the District Court for Madison County, Alabama.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$10,500.00

Total Cost: \$10,500.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3829

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the City Attorney to settle the lawsuit of Jasmen Q. Peacock, et al. v. City of Huntsville, et al., Case No. 47-DV-2024-900142.00 in the District Court for Madison County, Alabama.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$10,500.00

Total Cost: \$10,500.00

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments: N/A

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the lawsuit entitled Jasmen Q. Peacock, et al. v. City of Hunstville, et al., Case No. 47-DV-2024-900142.00 in the District Court of Madison County, Alabama, in the amount of \$10,500.00.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of
Huntsville, Alabama



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1148

Department: Parks and Recreation

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Epic-Live-Events, LLC for the Jazz, Blues, and BBQ Father's Day Festival.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: John Hunt Park Festival Site 2195 Jaycee Way Huntsville, Al 35802

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

Additional Comments:

FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND
EPIC-LIVE-EVENTS, LLC

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND EPIC-LIVE-EVENTS, LLC

This License Agreement (the “Agreement”) is entered into this 8 day of February, 2024, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the “City” or “Licensor”), and Epic-Live-Events, a Florida Limited Liability Corporation (hereinafter referred to as “Epic-Live-Events” or “Licensee”).

WHEREAS, the City of Huntsville has a public interest in promoting a vital and thriving live music industry and in promoting strong families; and

WHEREAS, Epic-Live-Events desires to sponsor an event called the “Jazz, Blues, and BBQ Father’s Day Festival” to include a barbeque cookoff, live music featuring local artists, and a Greatest Father essay contest, to be held at the John Hunt Park Festival site, located at 2195 Jaycee Way, Huntsville, Alabama 35802;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. Use of premises, timing, and road closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A**, and hereinafter referred to as the “Premises” (and being the John Hunt Park Festival Site; the Jaycee Community Building and parking lot; portions of Jaycee Way, Steve Hettinger Drive, and Phillip Dotts Dr. SW; and all of the Joe Davis parking lot) to be used for an event called the “Jazz, Blues, & BBQ Father’s Day Festival” (the “Event”), which shall be a community engagement event.

(b) Licensee’s access to the Premises shall be subject to subsection 1(c) concerning the road closure of 1) Steve Hettinger Drive, from Jaycee Way to Alex McAlister Drive, and 2) Jaycee Way from Steve Hettinger Dr. to Phillip Dotts Dr. SW. Licensee may access the Premises for Event set-up, which shall occur Friday, June 14, 2024, from 10:00AM to 8:00 PM. The Event shall occur on Saturday, June 15, 2024 from 8:00 AM to 10:00 PM. Take-down of the Event and restoration of the Premises shall occur Sunday, June 16, 2024 from 8:00 AM to 12:00 PM

(c) All road closings shall be as set forth in the special event permit issued by the Huntsville Police Department for the Event.

President of the City Council of the City of
Huntsville, Alabama
Date: February 8, 2024

2. Security.

Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the Event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues, or other threats to the safety of the sponsors or attendees of the event.

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material.

4. Alcoholic beverages.

(a) Licensee intends that the event will include the retail sale of alcoholic beverages for on-premises consumption. In such event, Licensee shall have secured all licensing necessary for such sale by at least one (1) week prior to the commencement date for the event unless the time specified by the state's or City's alcoholic beverage control laws requires an earlier time. Failing therein, the sale or service of alcoholic beverages shall not be permitted for the Premises.

(b) Licensee agrees to prevent any person from leaving the licensed area while in possession of any alcoholic beverage and to prevent any person from bringing alcoholic beverages into the licensed area; and, to this end, the Huntsville Police Department may require security control at access points and appropriate signage.

(c) Licensee shall abide by all alcoholic beverage control laws of the state and City including the regulations of the Alabama Alcoholic Beverage Control Board. Licensee shall provide tamper-proof measures that identify persons of legal drinking age.

5. Conditions of Licensee' use of the Premises.

(a) Compliance with laws: Licensee agree to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Safety: Licensee agree to take all reasonable precautions for the safety of Event attendees and shall conduct the Event in such a way to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee' use of the Premises.

(c) Licenses and permits: Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event, including qualification to do business in

the State of Alabama. Licensor may require Licensee to provide proof of proper permitting or licensure prior to or during the Event.

(d) Lighting: Licensee shall be responsible for providing adequate security lighting for the Premises during the Event.

(e) Stage/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire, and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick, or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

(f) Access: Licensee shall, at all times, maintain handicap access throughout the Premises. Licensee shall maintain the Premises in such a way to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(g) Restoration: Licensee agree to provide for and pay all costs and expenses associated with clean-up of, and damage to, Licensor's property, both within and outside of the Premises which relate to the Licensee' use of the Premises. The Premises shall be cleaned and restored entirely by Licensee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Licensor, except as provided otherwise herein.

(h) Electricity: Electricity, other than what is accessible at the Event site, will be provided by Licensor. Licensee must provide generators for electricity as needed. Licensee agrees to provide a protective barrier beneath all generators placed on public rights-of-way and that all generators will be properly grounded. Licensee further acknowledges that generators are subject to inspection by the City of Huntsville and/or local and state authorities.

(i) Water: Water, other than what is accessible at the Event site, will be provided by Licensor.

(j) Restrooms: Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed from the Premises no later than Wednesday following the event. At least some of the units must meet ADA standards of accessibility.

(k) Vendors: Licensee shall require all food, drink, and other vendors to obtain all necessary city license and Health Department food permits. Licensee shall provide proof of all license and food permits to Licensor.

(l) Trash: Licensee shall provide all trash containers (barrels and dumpsters) necessary to accommodate the volume of trash generated by the Event. Licensee must pick up all ground trash and empty all barrels by midnight on each night of the Event. All large dumpsters must be emptied and removed within forty-eight (48) hours of the end of the Event.

(m) Clean Up: Licensee are responsible for all clean-up of the premises and any cost associated with clean up.

(n) Admission: Licensee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Licensee shall be solely responsible for collection of all fees.

(o) Property Outside the Premises: To the extent the Event is conducted on property outside the Premises on property owned by or leased to others, Licensee shall be solely responsible for obtaining the right to conduct the Event on said property and nothing herein shall be construed to provide Licensee any interest in such property.

(p) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.

6. Parking.

All Event parking shall be restricted to the Joe Davis Stadium footprint. Those competing in the BBQ competition may park in the grass strip along Jaycee Way alongside the Jaycee Building.

7. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and do hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as “indemnitees”) from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys’ fees and expenses and court costs and fees). Licensee further agree to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee’ utilization of the Premises. Licensee’ duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee’ duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 7 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee’ duty of indemnification.

8. Insurance.

Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

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

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors, and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. Fee.

Licensee shall pay to the City a total sum of Four Thousand Thirty and no/100 Dollars (\$4,030.00) for the use of the Premises.

10. Non-compliance.

In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

11. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement

between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, their successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

12. The parties represent and warrant that they have full authority to enter into this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

ATTEST

THE CITY OF HUNTSVILLE, ALABAMA

Shaundrika Edwards
City Clerk-Treasurer

By: _____
Tommy Battle, Mayor

EPIC-LIVE-EVENTS, LLC

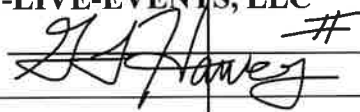
By:  # _____
Gerald F. Harvey II - CEO

Exhibit A – John Hunt Park Festival Grounds, Jaycee Building, and Joe Davis Stadium Parking Lot





Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1149

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 Lisa Mason.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: \$ 37,000 maximum

Total Cost: \$ 37,000 maximum

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special Employee Contract for Public Safety Dispatcher, Lisa Mason. A maximum of \$37,000 to be paid. Contract is for one (1) year.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3823

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 Lisa Mason.

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: \$ 37,000 maximum

Total Cost: \$ 37,000 maximum

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special Employee Contract for Public Safety Dispatcher, Lisa Mason. A maximum of \$37,000 to be paid. Contract is for one (1) year.

RESOLUTION NO. 24-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Lisa Mason, 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 Lisa Mason.” consisting of four (4) pages including Attachment “A”, and the date of February 8, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of February, 2024.

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

APPROVED this the 8th day of February, 2024.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND LISA MASON**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND LISA MASON**

THIS AGREEMENT is made and entered into on the 8th day of February 2024 by and between Lisa Mason, an individual, (“Mason”) 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. Mason shall be employed by the City of Huntsville as a Special Employee in the Police Department, and shall be classified as a “Special” Employee under the City’s Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police, or his designee. Mason’s duties of the position of Special Employee shall include all work described on Attachment “A” attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Mason at the rate of \$26.25 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed \$37,000 per year, which shall be paid bi-weekly in accordance with the City’s regular payroll processing system. During the term of this agreement, Mason shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Mason shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Mason shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on February 9, 2024.

President of the City Council
Of the City of Huntsville, AL
Date: February 8, 2024


4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Except as specified herein, Mason shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Mason acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Mason agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.


Lisa Mason, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk

Exhibit A

Public Safety Dispatcher

Job Specifications and Duties

General Purpose

This is specialized communications work in receiving and dispatching accurate information on an assigned shift to appropriate personnel. Positions in this class are employed in both police and fire communications and dispatch personnel based on 7 digit calls and 911 calls.

Class Characteristics

This position reports to the Police Chief and/or designated appointee. The Public Safety Dispatcher will work closely with the Public Safety Shift Supervisors and the Communications Sergeant to help dispatch call to police officers, answer emergency, and non-emergency phone lines while working at the 911 Center.

Essential Functions

- Receives and prioritizes calls and complaints from the public concerning crimes, fires and emergencies; questions the caller to determine the nature of the problem; enters information into CAD System verifying the location and determining the appropriate responder.
- Dispatches personnel and appropriate equipment to scene of emergency while maintaining radio contact, scans status charts and computer screen to determine units available; dispatches appropriate equipment in response for services and in accordance with established procedures.
- Broadcasts orders to police and other emergency units in vicinity to investigate complaints and relay instructions or questions from other units; determines type and nature of personnel and equipment needed; maintains verbal contact with caller for the purpose of updating in-progress calls and continually updates responding units.
- Maintains contact with units on assignments and those not on assignments; maintains status and location of all units using a computer aided dispatch system.
- Enters, updates, and retrieves information from computer systems; monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance; provides assistance in receiving and processing 911 emergency calls for all other fire, medical, and law enforcement agencies within Madison County.
- Maintains log of all radio transmissions as to time, duration, and message; relays general information to the public and refers callers to proper offices; performs follow-up on dispatches.
- Maintains contact with units on assignment as well as those not on assignments; maintains status and locations of all units using a computer aided dispatch system. Enters, updates and retrieves information from computer systems.
- Monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance.

- Performs historical data and background searches in order to safeguard the responding emergency personnel and citizens.
- Performs call taker duties consisting of receiving detailed information from citizens requesting police or other emergency service, entering this information into the CAD system, processing this information, and giving any applicable instructions to the citizen.
- Performs demonstrations and provide explanations for visiting dignitaries, citizen groups, and potential customers of the CAD System.
- Uses a wide variety of resource materials to aid police officers and firefighters in the field such as city and telephone directories, law enforcement directory, street location guide and hazardous materials chemical book.
- Operates a variety of computerized communications equipment including radio console, telephones and dispatch system; provides assistance in receiving and processing 911 emergency calls for all other fire, medical and law enforcement agencies within Madison County.
- Requires regular and prompt attendance plus the ability to work well with others and work well as a team.



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: 2024-1150

Department: City Council

Subject:

Type of Action: Introduction

Ordinance naming the disc golf course at Brahan Spring Park as The Tom Monroe Disc Golf Course at Brahan Spring.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: N/A



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/8/2024

File ID: TMP-3863

Department: City Council

Subject:

Type of Action: Introduction

Ordinance naming the disc golf course at Brahan Spring Park as The Tom Monroe Disc Golf Course at Brahan Spring.

Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: N/A

ORDINANCE NO. 24-_____

WHEREAS Tom Monroe graduated from Huntsville High School in 1965 and currently resides in Huntsville, Alabama; and,

WHEREAS Mr. Monroe is often revered as the most significant single individual in the growth and development of disc golf, having been only the 33rd member of the Professional Disc Golf Association (PDGA), an organization that now has over 275,000 members; and,

WHEREAS Mr. Monroe dominated virtually every category of flying disc sports, including Frisbee, Ultimate, Freestyle, Field Events, and especially Disc Golf; and,

WHEREAS Mr. Monroe captured 19 World Championships in Disc Golf, including nine straight Master's Singles and Doubles titles between 1992-2000, and more than 90 titles on the PDGA professional tour; and,

WHEREAS Mr. Monroe was inducted into the inaugural class of the PDGA Hall of Fame in 1993. When he was inducted into the Huntsville-Madison County Athletic Hall of Fame in 2018, he became the first disc golfer accepted into ANY hall of fame alongside traditional mainstream sports athletes; and

WHEREAS Mr. Monroe contributed to the development of disc golf in Alabama and the Southeast by designing courses throughout the state of Alabama, directing tournaments such as the 1983 World Championship in Huntsville, and by teaching Disc Golf and Flying Disc classes at UAH, the University of Florida, UAB, and Samford University; and

WHEREAS Mr. Monroe designed the disc golf course at Brahan Spring Park in 1976. It was the first disc golf course in the state of Alabama, the seventh in the world, and used in the PDGA World Championships in 1983 and 1993.

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

1. That the disc golf course at Brahan Spring Park (shown in Exhibit A) be hereafter known as "The Tom Monroe Disc Golf Course at Brahan Spring" in honor of his significant contributions to the sport of Disc Golf, especially within the City of Huntsville; and
2. That a monument honoring Tom Monroe, purchased by members of the disc golf community, be permitted to be placed in the front lawn area of the course near Hole 1; and
3. That this ordinance shall be effective upon its adoption and publication.

ADOPTED this the ____ day of February, 2024.

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the ____ day of February, 2024.

Mayor of the City of
Huntsville, Alabama

EXHIBIT 1

